



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, JUNE 4, 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 – Moment of Silence

3. ROLL CALL – Mayor Ginny Dickey

4. REPORTS BY MAYOR, COUNCILMEMBERS AND TOWN MANAGER

A. REPORT on the activities related to the 30th anniversary of incorporation and 50th anniversary of the fountain

B. UPDATE regarding the status of the town's Public Art Program

5. PRESENTATIONS

None

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. CONSIDERATION OF a Professional Services Agreement with Albert Holler for \$30,000.00 for Transaction auditing services during the 2019-20 fiscal year and including four renewal options.

B. CONSIDERATION OF Resolution No. 2019-33 approving an Intergovernmental Agreement with the Arizona Department of Revenue Relating to the Administration of Transaction Privilege Tax.

8. REGULAR AGENDA

A. PUBLIC HEARING on Resolution No. 2019-24 approving the Final Budget for the Town of Fountain Hills for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

B. RECESS into Special Meeting.

9. SPECIAL MEETING

- A. CONSIDERATION OF Resolution No. 2019-24 approving the Final Budget for the Town of Fountain Hills for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

10. REGULAR AGENDA (CONTINUED)

- C. CONSIDERATION OF Resolution No. 2019-26 adopting and establishing the 2019-20 Budget Implementation Policy and approving the Town Organization Charts, the 2019-20 Pay Plan, the Schedule of Authorized Positions, the updated Employee Job Descriptions and the 2019-20 Comprehensive Fee Schedule.
- D. PUBLIC HEARING AND CONSIDERATION OF Ordinance 19-04, an amendment to the Town of Fountain Hills Zoning Ordinance and Zoning Map to revert the zoning of approximately 5.74 acres generally located at the northwest corner of N. Saguaro Boulevard and E. Trevino Drive (AKA APN#176-10-811) from Hemingway Planned Area Development zoning district to C-1 Neighborhood Commercial and Professional zoning district.
- E. PUBLIC HEARING AND CONSIDERATION OF Ordinance 19-08, amending the official Zoning District Maps of the Town of Fountain Hills, Arizona, by changing the zoning designation of approximately 5.74 acres generally located at the northwest corner of N. Saguaro Boulevard and E. Trevino Drive (APN#176-10-811) from C-1 Neighborhood Commercial and Professional zoning district to C-2 Intermediate Commercial zoning district. (Case Z2019-03)
- F. CONSIDERATION OF Ordinance 19-11 amending the Town of Fountain Hills Town Code, Chapter 11 "Offenses," relating to Noise.
- G. CONSIDERATION OF approving Contract Amendment No. 3 to PSA C2017-087 with the CK Group for the design of: (1) a roundabout at the Avenue of the Fountains/La Montana Boulevard intersection, and (2) closure of Verde River Drive at the Avenue of the Fountains Intersection; for \$70,013.64.
- H. CONSIDERATION OF Ordinance 19-10 to comply with recently enacted State law mandating hands-free use of cellular phones while driving.
- I. CONSIDERATION OF Resolution 2019-35 approving the First Amendment to the intergovernmental agreement with Maricopa County for law enforcement services.

11. 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:

12. ADJOURNMENT.

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.

CERTIFICATE OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at _____ a.m./p.m. in accordance with the statement filed by the Town Council with the Town Clerk.

Dated this _____ day of _____, 2019.

Angela Padgett-Espiritu, Deputy Town Clerk



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/4/2019

Meeting Type: Regular Session

Agenda Type: Consent

Submitting Department: Administration

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

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF a PROFESSIONAL SERVICES AGREEMENT with Albert Holler for \$30,000.00 for TPT auditing services during the 2019-20 fiscal year and including four renewal options.

Applicant:

Applicant Contact Information:

Owner:

Owner Contact Information:

Property Location:

Related Ordinance, Policy or Guiding Principle:

Staff Summary (background): From time to time circumstances require sales tax audits of business transactions occurring within the corporate limits of the Town of Fountain Hills. The contractor has the technical expertise and has been authorized by the Department of Revenue to conduct such sales tax audits to determine compliance with local ordinances and state law. The Professional Services Agreement with Holler and Associates allows for a special focus on residential rental properties located within the Town of Fountain Hills.

Risk Analysis (options or alternatives with implications): Staff does not have time, technical expertise or resources to identify and confirm the rental status of these properties

Fiscal Impact (initial and ongoing costs; budget status): \$30,000; with renewals \$150,000

Budget Reference (page number): p 177, p179

Funding Source: General Fund

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): Recommend Approval

List Attachment(s): Professional Services Agreement

SUGGESTED MOTION (for Council use): Move to approve PROFESSIONAL SERVICES AGREEMENT with Al Holler & Associates.

Prepared by:

NA Date

Approved:


Grady E. Miller, Town Manager 5/21/2019

Director's Approval:



Craig Rudolph, Finance Director 5/21/2019

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

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of July 1, 2019, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and Albert Holler, d/b/a Albert Holler & Associates (the "Contractor").

RECITALS

A. 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 contractors for professional and technical services.

B. The Contractor possesses the skill and experience required to complete auditing services (the "Services"), and the Town desires to engage the Contractor to provide auditing services.

C. The Town desires to enter into an Agreement with the Contractor to perform the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 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 four successive one-year terms (the "Renewal Term") if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor 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 Contractor'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 Contractor, 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. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference. Contractor shall perform the services only if the Town has a current IGA in place with the Department of Revenue.

3. Compensation. The Town shall pay the Contractor for the Initial Term and for each subsequent Renewal Term, if any, an aggregate amount not to exceed \$30,000.00 for the Services. The maximum aggregate amount for this Agreement shall not exceed \$150,000.00.

4. Payments. The Town shall pay the Contractor \$2,500.00 each month for the period of July 1, 2019 through December 31, 2019, and for each month thereafter during which there is a current IGA in place with the Department of Revenue.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

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

8. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Town has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Contractor.

9. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and 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 Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, breach of contract, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town’s option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms

of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Agreement and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the

insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the 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) Contractor's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy

shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

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

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the Town.

12. Termination; Cancellation.

12.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Contractor of written notice by the Town. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

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

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

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

12.6 Agreement Subject to Appropriation. 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 Contractor 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 Contractor 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 Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements as agreed in Section 2 above. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. 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. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of 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 Contractor without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

13.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

13.10 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 Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

13.11 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 Contractor any amounts Contractor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.14 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 Contractor: Albert Holler & Associates
 18521 East Queen Creek Road, Suite 105-425
 Queen Creek, Arizona 85142
 Attn: Albert Holler

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 Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that

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

13.16 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 13.17 below, Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

13.18 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.

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]

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

[Scope of Work]

See following page.

SCOPE OF WORK

Description of Services

Beginning on July 1, 2019, Contractor will provide the following services:

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

Expense Reimbursement

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

Support Services

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

POST IN A
CONSPICUOUS
PLACE

Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, AZ 85268
(480) 816-5100

Account ID: 2011

License Number
4341

BUSINESS LICENSE
THIS LICENSE EXPIRES 03/31/2020

Business Name: MINNESOTA REAL ESTATE INVESTMENT PROP DBA FOUNTAIN HIL-
LS MINI STORAGE II
Mailing Address: MINNESOTA REAL ESTATE INVESTMENT PROP
C/O MFMC
401 N 3RD ST #160
MINNEAPOLIS MN 55401

Physical Address: 12011 EAST COLONY DR
FOUNTAIN HILLS AZ 85268

Nature of Business: RV STORAGE



Date Issued: May 21, 2019

Craig Rudolph
Finance Director

Total Paid:

35.00

In accordance with Town of Fountain Hills, Arizona Town Code, Chapter 8 as added or amended, the person or firm is hereby authorized to conduct business in the Town of Fountain Hill. **This License is NON-Transferable**
The portion below is for your records. Detach and file.

COPY ONLY

<p>RECEIPT Please retain for your records</p>	<p>Town of Fountain Hills 16705 East Avenue of the Fountains Fountain Hills, AZ 85268 (480) 816-5100 BUSINESS LICENSE THIS LICENSE EXPIRES 03/31/2020</p>	<p>Account ID: 2011 License Number 4341</p>
<p>Business Name: MINNESOTA REAL ESTATE INVESTMENT PROP DBA FOUNTAIN HIL- LS MINI STORAGE II Mailing Address: MINNESOTA REAL ESTATE INVESTMENT PROP C/O MFMC 401 N 3RD ST #160 MINNEAPOLIS MN 55401</p>		

Physical Address: 12011 EAST COLONY DR
FOUNTAIN HILLS AZ 85268

Nature of Business: RV STORAGE

Date Issued: May 21, 2019

Craig Rudolph
Finance Director

Total Paid:

35.00

In accordance with Town of Fountain Hills, Arizona Town Code, Chapter 8 as added or amended, the person or firm is hereby authorized to conduct business in the Town of Fountain Hill. **This License is NON-Transferable**





TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/4/2019

Meeting Type: Regular Session

Agenda Type: Consent

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 2019-33 approving the Intergovernmental Agreement with the Arizona Department of Revenue relating to the administration of transaction privilege tax.

Applicant:

Applicant Contact Information:

Owner:

Owner Contact Information:

Property Location:

Related Ordinance, Policy or Guiding Principle:

Staff Summary (background): In 2015, all cities and towns entered into a new Intergovernmental Agreement (IGA) with the Department of Revenue for the administration of Transaction Privilege Tax, as required under A.R.S. § 42-6001. This IGA is a renewal of the existing IGA. The IGA allows for the parties to modify the agreement if necessary by mutual agreement. Several issues were presented over the course of the past years that need to be addressed, so a review process was initiated by the Department working with the League of Arizona Cities and Towns and key city and town representatives. The attached document is the result of this review effort. This "Intergovernmental Agreement between The State of Arizona and the Town of Fountain Hills" constitutes an extension of the existing agreement with the noted changes, effective from and after execution and acceptance by the State.

Risk Analysis (options or alternatives with implications): Failure to approve may impact the collection of TPT

Fiscal Impact (initial and ongoing costs; budget status): None.

Budget Reference (page number): N/A

Funding Source: NA

If Multiple Funds utilized, list here: [Click or tap here to enter text.](#)

Budgeted; if No, attach Budget Adjustment Form: NA

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

Staff Recommendation(s): Approve

List Attachment(s): Memo entitled Intergovernmental Agreement with the Arizona Department of Revenue related to Uniform Administration of the Town's Transaction Privilege Tax; Intergovernmental Agreement Between The State Of Arizona And The Town Of Fountain Hills

SUGGESTED MOTION (for Council use): Move to approve RESOLUTION 2019-33.

Prepared by:

NA _____ 5/21/2019

Director's Approval:


Craig Rudolph, Finance Director _____ 5/21/2019

Approved:


Grady E. Miller, Town Manager _____ 5/21/2019



May 21, 2019

To: Mayor and Town Council	From: Craig Rudolphy, Finance Director <i>Craig Rudolphy</i>
Re: Intergovernmental Agreement with the Arizona Department of Revenue related to Uniform Administration of the Town's Transaction Privilege Tax	

RECOMMENDATION:

Recommend the approval of an intergovernmental agreement between the Town of Fountain Hills and the Arizona Department of Revenue regarding the uniform administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise and use tax and rental occupancy taxes imposed by the State or cities or towns.

DISCUSSION:

This intergovernmental agreement (IGA) was negotiated with the Department of Revenue (DOR) by a consortium of city/town representatives and the League of Arizona Cities and Towns. Additionally, several attorneys and tax experts from many cities and towns reviewed and commented on the language during the process, resulting in a document that provides the maximum level of information and assurances for the cities possible.

Local Transaction Privilege Tax (TPT) administration is governed by A.R.S. § 42-6001. This statute requires the Arizona Department of Revenue (DOR) to administer the transaction privilege and use taxes imposed by all cities and towns and to enter into an inter-governmental agreement (IGA) with each city and town to clearly define the working relationship between DOR and Arizona cities and towns.

The IGA covers all aspects of local tax administration. First and foremost, the IGA addresses confidentiality, including the authorized handling of confidential taxpayer information, expectations for the discreet use of taxpayer data to prevent unauthorized disclosure, and the process to follow in the event of a disclosure. There is also guidance on the use of aggregated taxpayer data for public reporting and analysis.

The IGA includes clear direction regarding the sharing of general taxpayer license information, legal interpretations and written guidance, rate and fee tables, and any other pertinent tax information that needs to be shared between the cities and towns and DOR.

Importantly, the IGA identifies exactly which license and tax return data fields must be provided by DOR and identifies in detail the reports DOR provides to all cities.

The IGA formalizes the process for audit request assignment and performance. Key factors include a commitment to audit for all jurisdictions whenever any audit is being done; a process for cities/towns without auditors to request an audit be performed by the DOR, the continued authority for any city or town to perform an audit of a taxpayer that is engaged in business only in their town; the general guidance that DOR



May 21, 2019

will lead all multi-jurisdictional audits coupled with the option for DOR to delegate actual audit performance to a city or town when circumstances indicate it would be the most efficient means of completing the audit.

The IGA also provides guidance for handling voluntary disclosure by taxpayers, closing agreements in lieu of litigation, and sets up the responsibilities and authorities of both parties in terms of code or statute interpretations and legal support for protests.

The IGA provides for a formal review process to resolve disputes or handle complex issues that arise through the "State & Municipal Audit Resolution Team" or SMART, made up of four city and four DOR tax experts who will work together to iron out any problems or conflicts between the cities and the State.

The term of this IGA runs on a calendar year basis with a provision for automatic annual renewal, with reauthorization by the Council and the DOR only being required following the year the DOR is subject to sunset review. Finally, either party has the right each year to reopen and renegotiate the terms according to provisions within the agreement.

FINANCIAL IMPLICATIONS:

This agreement will not result in any budgetary impact to the City/Town.

RESOLUTION 2019-33

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF REVENUE RELATING TO THE ADMINISTRATION OF TRANSACTION PRIVILEGE TAX

ENACTMENTS:

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

SECTION 1. The Intergovernmental Agreement with the Arizona Department of Revenue related to a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes (the "Agreement") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to 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, June 4, 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, Town Attorney

EXHIBIT A
TO
RESOLUTION 2019-33

[Agreement]

See following pages.

APPENDIX A

ARIZONA DEPARTMENT OF REVENUE CONFIDENTIALITY REQUIREMENTS

1. Confidential Information

- 1.1 Confidential Information is defined in A.R.S § 42-2001. Confidential Information may not be disclosed except as provided by statute. A.R.S. § 42-2001(B).
- 1.2 License information obtained from the Department of Revenue is Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. License information obtained from other sources is not Confidential Information.
- 1.3 Information about a taxpayer's identity obtained from the Department of Revenue is Confidential information and may only be disclosed as authorized by A.R.S. § 42-2003. Identity information obtained from other sources is not Confidential Information.
- 1.4 Confidential Information includes information about a single taxpayer and also aggregated information about a group of identified or identifiable taxpayers. Aggregated information from fewer than three taxpayers in a grouping on a statewide basis or fewer than ten taxpayers in a grouping for an area that is less than state level (city or town) may be Confidential Information. Such information may not be released unless the City/Town Administrator reviews the relevant information concerning the aggregate data and makes a determination in writing that the aggregate data does not reveal information about any specific taxpayer. Such determination should take into consideration the following:
 - a. The proportionality of the tax information applicable to individual members of the group of taxpayers; no individual taxpayer's information should be discernable due to its relative size/taxable sales, compared to other members of the group;
 - b. The total aggregated tax information; the aggregate information cannot allow viewers to draw conclusions about individual taxpayers (e.g., there are 6 car dealers in the city and the total aggregate sales were \$900,000 and none of them reported individual sales above the \$20,000 mark, which would have qualified for the lower tax rate on large purchases)
 - c. Any other factor that could cause the aggregate data to be used to determine information specific to a single taxpayer.

2. Protecting Information

- 2.1 City/Town must identify all places, both physical and logical, where Confidential Information is received, processed and stored and create a plan to adequately secure those areas.

- 2.2 Confidential Information must be protected during transmission, storage, use, and destruction. City/Town must have policies and procedures to document how it protects its information systems, including Confidential Information contained therein. An example of appropriate protection standards is set forth in National Institute of Standards and Technology Special Publication 800-53. The publication may be found at <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>
- 2.3 Employees are prohibited from inspecting information unless they have a business reason for the information. Browsing information concerning friends, neighbors, family members, or people in the news is strictly prohibited.
- 2.4 All removable media, including paper and CDs, containing Confidential Information must be secured when not in use and after normal business hours by placing all materials in a locked drawer or cabinet. During use, Confidential Information must be protected so that it is not visible to members of the public or anyone without a business need for the information.
- 2.5 All individuals accessing or storing Confidential Information from an alternative work site must enter into a signed agreement that specifies how the Confidential Information will be protected while at that site. Only trusted employees shall be permitted to access Confidential Information from alternative sites. Confidential Information may not be accessed while in public places such as restaurants, lounges, or pools.
- 2.6 Confidential Information may not be sent outside the local area network by unencrypted email. City/Town is responsible for ensuring in-flight email communications containing Confidential Information are sent through a secure process. This may include encryption of the email message, a secure mailbox controlled by City/Town, an encrypted point-to-point tunnel between the correspondents or use of Transport Layer Security (TLS) between correspondents.
- 2.7 Confidential Information may not be discussed in elevators, restrooms, the cafeteria, or other public areas. Computer terminals should be placed in such a manner that prohibits public viewing of Confidential Information.
- 2.8 When transporting confidential materials the materials should be covered so that others cannot see the Confidential Information. When sending Confidential Information by fax a cover sheet should always be used.
- 2.9 Any person with unsupervised access to Confidential Information shall receive training on the confidentiality laws and requirements to protect such information before being given access to such Information and annually thereafter. They must sign certificates after the training acknowledging that they understand their responsibilities. City/Town must keep records to document this training and certification.

3. Disclosure of Information

- 3.1 Confidential Information may only be disclosed as permitted by A.R.S. § 42-2003.
- 3.2 Confidential Information is confidential by statute and, therefore, does not have to be disclosed in response to a public records request. A state agency may deny inspection of public records if the records are confidential by statute. *Berry v. State*, 145 Ariz. 12, 13 699 P.2d 387, 388 (App. 1985).
- 3.3 A taxpayer may designate a person to whom Confidential Information may be disclosed by completing a Department of Revenue Form 285, or such other form that contains the information included in the Form 285. City/Town may contact the Department of Revenue's Disclosure Officer if there are any questions concerning this requirement.

4. Disposal of Information

- 4.1 All removable media containing Confidential Information must be returned to the Department of Revenue or sanitized before disposal or release from the control of City/Town.
- 4.2 Paper copies of Confidential Information must be destroyed by shredding or burning the materials when no longer needed. Confidential Information may not be disposed of by placing the materials in the garbage or recycle bins. Destruction of Confidential Information may be performed by a third party vendor. City/Town must take appropriate actions to protect the Confidential Information in transit and storage before it is destroyed, such as periodic inspections of the vendor.
- 4.3 Computer system components and devices such as copiers and scanners that have been used to store or process Confidential Information may not be repurposed for non-tax administration uses unless the memory or hard drive of the device is sanitized to ensure under no circumstances Confidential Information can be restored or recovered.

5. Storing Data

- 5.1 Confidential Information may be stored on hard disks only if agency approved security access control devices (hardware/software) have been installed, are receiving regularly scheduled maintenance including upgrades, and are being used. Access controls must include password security, an audit trail, encryption, virus detection, and data overwriting capabilities.

6. Encryption Requirements and Cryptographic Module Authentication

- 6.1 The City/Town information system must implement mechanisms for the authentication to a cryptographic module that meets the requirements of applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance for such authentication.
- 6.2 Validation provides assurance that when an agency implements cryptography to protect Confidential Information, the encryption functions have been examined in detail and will operate as intended.
- 6.3 All electronic transmissions of Confidential Information must be encrypted using FIPS 140-2 validated cryptographic modules. A product does not meet the FIPS 140-2 requirements by simply implementing an approved security function. Only modules tested and validated to FIPS 140-2 meet the applicability requirements for cryptographic modules to protect sensitive information. NIST maintains a list of validated cryptographic modules on its website <http://csrc.nist.gov/>
- 6.4 Confidential Information is required to be protected in transit and at rest. City/Town is requested to adhere to the following guidelines to use encryption:
 - Encrypt the compressed file using Advanced Encryption Standard.
 - Compress files in .zip or .zipx formats.
 - Use a strong 256-bit encryption key string.
 - Ensure a strong password or pass phrase is generated to encrypt the file.
 - Communicate the password or pass phrase with the Department of Revenue through a separate email or via a telephone call to your DOR contact person. Do not provide the password or passphrase in the same email containing the encrypted attachment.
- 6.5 Refer to your specific file compression software user guide for instructions on how to compress and encrypt files. Known compatible products with DOR include but are not limited to WinZip and Secure Zip.
- 6.6 Please remember, while the attachment is encrypted, the content of the email message will not be encrypted, so it is important that any sensitive information be contained in the attachment (encrypted document).

7. Wireless Access (if accessing State Confidential Information from a wireless network)

7.1 City/Town must:

- Establish restrictions, configuration/connection requirements, and implementation guidance for wireless access.
- Authorize wireless access to the information system prior to allowing such connections.
- Employ a wireless intrusion detection system to identify rogue wireless devices and to detect attack attempts and potential compromises/breaches to the information system.

8. Interconnection Security Agreement

- 8.1 Trusted Behaviors. The City/Town system and users are expected to protect ADOR's data in accordance with applicable state and federal laws.
- 8.2 Data Flows. The City/Town is responsible for creating architectural diagrams of any systems connecting to ADOR systems and depicting the flow of State Confidential Information.
- 8.3 Audit Trail Responsibilities. City/Town is responsible for auditing application processes and user activities involving any information interconnection. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators or security officers. Audits, and/or security actions taken by system administrators or security officers will be recorded and available for review by ADOR.
- 8.4 Incident Reporting. City/Town is required to notify ADOR in the event of data loss, breach, or security concern regarding ADOR's Confidential Information by reporting the incident to the ADOR Information Security Team by phone at (602) 716-6166 or email at InfoSec@azdor.gov.
- 8.5 DOR may send employees or auditors to inspect any of City/Town information systems and/or facilities used to process, store or transmit any ADOR data at any time to ensure that ADOR information is adequately protected.

APPENDIX B

From the effective date of this Agreement until the new functionalities set forth below are implemented, the Department of Revenue will provide the following reports:

City Payment Journal Detail;
City Payment Journal Summary;
New License Report

Within 30 days after the first month's implementation of the JT2, the Department of Revenue will provide a new License Report and License Update Report containing at least the following fields:

NEW LICENSE REPORT AND LICENSE UPDATE REPORT

Fields displayed:

- Region Code
- Run Date
- Report Start Date
- Report End Date
- Update Date
- ID Type
- ID
- Account ID
- Entity Name
- Ownership Type
- License ID
- OTO/Applied For indicator
- Bankruptcy Indicator
- Filing Frequency
- Issue Date
- Account Start Date
- Business Start Date
- Arizona Start Date
- Doc Loc Nbr
- Accounting Method
- Close Date
- Close Code
- Business Description
- NAICS1
- NAICS2
- NAICS3
- NAICS4
- Mailing Street1
- Mailing Street2

- Mailing Street3
- Mailing City
- Mailing State
- Mailing ZIP
- Mailing Country
- Mailing Phone Number
- Mailing Address Add date
- Mailing Address End Date
- Audit Street1
- Audit Street 2
- Audit Street 3
- Audit City
- Audit State
- Audit Zip
- Audit Country
- Audit Phone Number
- Audit Address Add Date
- Audit Address End Date
- Location Code
- Business Codes
- Location Name (DBA)
- Number of Units
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- Location Phone Number
- Location Start Date
- Location End Date
- Primary Location Street 1
- Primary Location Street 2
- Primary Location Street 3
- Primary Location City
- Primary Location State
- Primary Location Zip Code
- Primary Location Country
- Primary Location Phone Number
- Primary Location Start Date
- Primary Location End Date
- Owner Name
- Owner Title
- Owner Name 2
- Owner Title 2

- Owner Name 3
- Owner Title 3

Within 30 days of the implementation of the TPT2, the Department of Revenue will provide the following reports with at least the fields indicated below:

CITY PAYMENT JOURNAL

- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype
- Rev Type

CITY PAYMENT JOURNAL SUMMARY

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period

- Business Code
- Number of Accounts
- Collections

Within 30 days after the first month's implementation of the TPT2, the following reports with at least the fields indicated below:

NO MONEY REPORT

- Region Code
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype

DEDUCTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date

- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Deduction Code
- Deduction Amount
- Tran Type
- Tran Subtype
- Rev Type

Within 30 days after taxes (subject to fund distributions) are collected, the Department of Revenue will provide the following report with at least the fields indicated below:

FUND DISTRIBUTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment Received Date
- Return Received Date
- Payment Processed Date
- Return Processed Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Fund Allocation Code
- Amount Distributed

FUND DISTRIBUTION SUMMARY REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Fund Allocation Code
- Amount Distributed

ARIZONA JOINT TAX APPLICATION (JT-1)



Customer Care and Outreach
ARIZONA DEPARTMENT OF REVENUE
 PO BOX 29032
 Phoenix, AZ 85038-9032

- IMPORTANT!** Incomplete applications WILL NOT BE PROCESSED.
- Please read form instructions while completing the application. Additional information and forms available at www.azdor.gov
 - Required information is designated with an asterisk (*).
 - Return completed application AND applicable license fee(s) to address shown at left.
 - For licensing questions regarding transaction privilege tax, call Customer Care and Outreach: (602) 255-3381

You can register, file and pay for this application online at www.AZTaxes.gov. It is fast and secure.

SECTION A: Business Information

1* Federal Employer Identification Number or Social Security Number, <i>required if sole proprietor with no employees</i>		2* License Type – <i>Check all that apply:</i> <input type="checkbox"/> Transaction Privilege Tax (TPT) <input type="checkbox"/> Use Tax <input type="checkbox"/> Withholding/Unemployment Tax <i>(if hiring employees)</i> <input type="checkbox"/> TPT for Cities ONLY																	
3* Type of Organization/Ownership – <i>Tax exempt organizations must attach a copy of the Internal Revenue Service's letter of determination.</i> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Individual/Sole Proprietorship</td> <td><input type="checkbox"/> Subchapter S Corporation</td> <td><input type="checkbox"/> Government</td> <td><input type="checkbox"/> Joint Venture</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Estate</td> <td><input type="checkbox"/> Receivership</td> </tr> <tr> <td style="padding-left: 20px;">State of Inc. _____</td> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Trust</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">Date of Inc. <u>MM/DD/YYYY</u></td> <td><input type="checkbox"/> Limited Liability Company</td> <td><input type="checkbox"/> Limited Liability Partnership</td> <td></td> </tr> </table>				<input type="checkbox"/> Individual/Sole Proprietorship	<input type="checkbox"/> Subchapter S Corporation	<input type="checkbox"/> Government	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Corporation	<input type="checkbox"/> Association	<input type="checkbox"/> Estate	<input type="checkbox"/> Receivership	State of Inc. _____	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust		Date of Inc. <u>MM/DD/YYYY</u>	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Liability Partnership	
<input type="checkbox"/> Individual/Sole Proprietorship	<input type="checkbox"/> Subchapter S Corporation	<input type="checkbox"/> Government	<input type="checkbox"/> Joint Venture																
<input type="checkbox"/> Corporation	<input type="checkbox"/> Association	<input type="checkbox"/> Estate	<input type="checkbox"/> Receivership																
State of Inc. _____	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust																	
Date of Inc. <u>MM/DD/YYYY</u>	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Liability Partnership																	
4* Legal Business Name																			
5* Mailing Address – number and street		City	State																
County/Region		ZIP Code																	
Country/Region		Country																	
6* Business Phone No. <i>(with area code)</i>	7 Email Address	8 Fax Number <i>(with area code)</i>																	
9* Description of Business: <i>Describe merchandise sold or taxable activity.</i>																			
10* NAICS Codes: Available at www.azdor.gov																			
11* Did you acquire or change the legal form of an existing business? <input type="checkbox"/> No <input type="checkbox"/> Yes → You must complete Section F.		12* Are you a construction contractor? <input type="checkbox"/> No <input type="checkbox"/> Yes <i>(see bonding requirements)</i>																	
BONDING REQUIREMENTS: Prior to the issuance of a Transaction Privilege Tax license, new or out-of-state contractors are required to post a Taxpayer Bond for Contractors unless the contractor qualifies for an exemption from the bonding requirement. The primary type of contracting being performed determines the amount of bond to be posted. Bonds may also be required from applicants who are delinquent in paying Arizona taxes or have a history of delinquencies. Refer to the publication, Taxpayer Bonds, available online at www.azdor.gov or in Arizona Department of Revenue offices.																			
WITHHOLDING LICENSE ONLY																			
13* Withholding Physical Location Number and street <i>(Do not use PO Box, PMB or route numbers)</i>		City	State																
County/Region		ZIP Code																	
Country/Region		Country																	

Continued on page 2 →

FOR AGENCY USE ONLY		
<input type="checkbox"/> New	ACCOUNT NUMBER	DLN
<input type="checkbox"/> Change	START	TRANSACTION PRIVILEGE TAX
<input type="checkbox"/> Revise	S/E DATE	WITHHOLDING / SSN / EIN
<input type="checkbox"/> Reopen	COMPLETED DATE	EMPLOYEE'S NAME
	LIABILITY	LIABILITY ESTABLISHED

CASHIER'S STAMP ONLY. DO NOT MARK IN THIS AREA.

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)
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SECTION B: Identification of Owners, Partners, Corporate Officers Members/Managing Members or Officials of this Employing Unit

If you need more space, attach Additional Owner, Partner, Corporate Officer(s) form available at www.azdor.gov. If the owner, partners, corporate officers or combination of partners or corporate officers, members and/or managing members own more than 50% of or control another business in Arizona, attach a list of the businesses, percentages owned and unemployment insurance account numbers or provide a Power of Attorney (Form 285) which must be filled out and signed by an authorized corporate officer.

Owner 1	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)		*Country
Owner 2	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)		*Country
Owner 3	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)		*Country

SECTION C: Transaction Privilege Tax (TPT)

1* Date Business Started in Arizona <i>M, M, D, D, Y, Y, Y, Y</i>	2* Date Sales Began <i>M, M, D, D, Y, Y, Y, Y</i>	3 What is your Estimated Tax Liability for your first twelve months of business?	
4 Filing Frequency <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Seasonal <input type="checkbox"/> Annual If seasonal filer, check the months for which you intend to do business: <input type="checkbox"/> JAN <input type="checkbox"/> FEB <input type="checkbox"/> MAR <input type="checkbox"/> APR <input type="checkbox"/> MAY <input type="checkbox"/> JUN <input type="checkbox"/> JUL <input type="checkbox"/> AUG <input type="checkbox"/> SEP <input type="checkbox"/> OCT <input type="checkbox"/> NOV <input type="checkbox"/> DEC			
5 Does your business sell tobacco products? <input type="checkbox"/> Yes → <input type="checkbox"/> Retailer OR <input type="checkbox"/> Distributor		6 TPT Filing Method <input type="checkbox"/> Cash Receipts <input type="checkbox"/> Accrual	7 Does your business sell new motor vehicle tires or vehicles? <input type="checkbox"/> Yes → You will have to file Motor Vehicle Tire Fee form available at www.azdor.gov
8* Tax Records Physical Location – number and street <i>(Do not use PO Box, PMB or route numbers)</i>			City State ZIP Code
County			Country
9* Name of Contact		* Phone Number (with area code) Extension	

SECTION D: Transaction Privilege Tax (TPT) Physical Location

1* Business Name, "Doing Business As" or Trade Name at this Physical Location				2* Phone Number (with area code)			
3* Physical Location of Business or Commercial/Residential Rental Number and street <i>(Do not use PO Box, PMB or route numbers)</i>				City		State ZIP Code	
County/Region				Country			
Residential Rental Only – Number of Units				Reporting City <i>(if different than the physical location city)</i>			
4* Additional County/Region Indian Reservation/City: County/Region Indian Reservation and City Codes available at www.azdor.gov							
County/Region				City			
Business Codes (Include all codes that apply): See instructions. Complete list available at www.azdor.gov							
State/County				City			

If you have more locations, attach Additional Business Locations form available at www.azdor.gov

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)
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SECTION E: Withholding & Unemployment Tax Applicants

<p>1* Regarding THIS application, Date Employees First Hired in Arizona M, M, D, D, Y, Y, Y, Y</p>	<p>2 Are you liable for Federal Unemployment Tax? <input type="checkbox"/> Yes → First year of liability: Y, Y, Y, Y</p>								
<p>3 Are individuals performing services that are excluded from withholding or unemployment tax? <input type="checkbox"/> Yes → Describe services:</p>	<p>4 Do you have an IRS ruling that grants an exclusion from Federal Unemployment Tax? <input type="checkbox"/> Yes → Attach a copy of the Ruling Letter.</p>								
<p>5 Do you have, or have you previously had, an Arizona unemployment tax number? <input type="checkbox"/> No <input type="checkbox"/> Yes → Business Name: _____ Unemployment Tax Number: _____</p>									
<p>6 First calendar quarter Arizona employees were/will be hired and paid (indicate quarter as 1, 2, 3, 4):</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:25%;">Hired Year</th> <th style="width:25%;">Hired Quarter</th> <th style="width:25%;">Paid Year</th> <th style="width:25%;">Paid Quarter</th> </tr> <tr> <td style="text-align: center;">Y, Y, Y, Y</td> <td style="text-align: center;">Q</td> <td style="text-align: center;">Y, Y, Y, Y</td> <td style="text-align: center;">Q</td> </tr> </table>	Hired Year	Hired Quarter	Paid Year	Paid Quarter	Y, Y, Y, Y	Q	Y, Y, Y, Y	Q
Hired Year	Hired Quarter	Paid Year	Paid Quarter						
Y, Y, Y, Y	Q	Y, Y, Y, Y	Q						
<p>7 When did/will you first pay a total of \$1,500 or more gross wages in a calendar quarter? (indicate quarter as 1, 2, 3, 4) <small>Exceptions: \$20,000 gross cash wages Agricultural; \$1,000 gross cash wages Domestic/Household; not applicable to 501(c)(3) Non-Profit.</small></p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">Year</th> <th style="width:50%;">Quarter</th> </tr> <tr> <td style="text-align: center;">Y, Y, Y, Y</td> <td style="text-align: center;">Q</td> </tr> </table>	Year	Quarter	Y, Y, Y, Y	Q				
Year	Quarter								
Y, Y, Y, Y	Q								
<p>8 When did/will you first reach the 20th week of employing 1 or more individuals for some portion of a day in each of 20 different weeks in the same calendar year? (indicate quarter as 1, 2, 3, 4) <small>Exceptions: 10 or more individuals Agricultural; 4 or more individuals 501(c)(3) Non-Profit; not applicable to Domestic/Household.</small></p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">Year</th> <th style="width:50%;">Quarter</th> </tr> <tr> <td style="text-align: center;">Y, Y, Y, Y</td> <td style="text-align: center;">Q</td> </tr> </table>	Year	Quarter	Y, Y, Y, Y	Q				
Year	Quarter								
Y, Y, Y, Y	Q								

SECTION F: Acquired Business Information

If you answered "Yes" to Section A, question 11, you must complete Section F.

<p>1* Did you acquire or change all or part of an existing business? <input type="checkbox"/> All <input type="checkbox"/> Part</p>	<p>2* Date of Acquisition M, M, D, D, Y, Y, Y, Y</p>	<p>3* EIN of Business Under Previous Owner</p>
<p>4* Previous Owner's Telephone Number</p>	<p>5* Name of Business Under Previous Owner</p>	<p>6* Name of Previous Owner</p>
<p>7* Did you change the legal form of all or part of the Arizona operations of your existing business? (e.g., change from sole proprietor to corporation or etc.) <input type="checkbox"/> All <input type="checkbox"/> Part</p>	<p>8* Date of Change M, M, D, D, Y, Y, Y, Y</p>	<p>9* EIN of Previous Legal Form</p>

SECTION G: AZTaxes.gov Security Administrator

Visit www.AZTaxes.gov (the Arizona Department of Revenue's online customer service center) to register for online services. The authorized individual will have full online access to transaction privilege, use, withholding and corporate tax account information and services. The authorized individual will be able to add or delete users and grant user privileges. Online services include viewing tax account information, filing tax returns, signing returns electronically with a Self-Select Personal Identification Number (PIN) and remitting tax payments.

SECTION H: Required Signatures

This application must be signed by either a sole owner, at least two partners, managing member or corporate officer legally responsible for the business, trustee or receiver or representative of an estate that has been listed in Section B.

<p>1 Print or Type Name</p>	<p>2 Print or Type Name</p>
<p>Title</p>	<p>Title</p>
<p>Date</p>	<p>Date</p>
<p>Signature</p>	<p>Signature</p>

This application must be completed, signed, and returned as provided by A.R.S. § 23-722.

Equal Opportunity Employer/Program
This application is available in alternative formats at Unemployment Insurance Tax Office.

PLEASE COMPLETE SECTION I: STATE/COUNTY & CITY LICENSE FEE WORKSHEET TO CALCULATE AND REMIT TOTAL AMOUNT DUE WITH THIS APPLICATION.

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)
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SECTION I: State/County & City License Fee Worksheet

ALL FEES ARE SUBJECT TO CHANGE. Check for updates at www.azdor.gov.

To calculate **CITY FEE**: Multiply **No. of Locations** by the **License Fee** and enter sum in **License Subtotal**.

City/Town	Code	No. of Loc's	License Fee	License Subtotal	City/Town	Code	No. of Loc's	License Fee	License Subtotal	City/Town	Code	No. of Loc's	License Fee	License Subtotal
Apache Junction	AJ		\$2.00		Goodyear	GY		\$5.00		Sahuarita	SA		\$5.00	
Avondale	AV		\$0.00		Guadalupe	GU		\$2.00		San Luis	SU		\$2.00	
Benson	BS		\$5.00		Hayden	HY		\$5.00		Scottsdale	SC		\$50.00	
Bisbee	BB		\$1.00		Holbrook	HB		\$1.00		Sedona	SE		\$2.00	
Buckeye	BE		\$2.00		Huachuca City	HC		\$2.00		Show Low	SL		\$2.00	
Bullhead City	BH		\$2.00		Jerome	JO		\$2.00		Sierra Vista	SR		\$1.00	
Camp Verde	CE		\$2.00		Kearny	KN		\$2.00		Snowflake	SN		\$2.00	
Carefree	CA		\$10.00		Kingman	KM		\$2.00		Somerton	SO		\$2.00	
Casa Grande	CG		\$2.00		Lake Havasu	LH		\$5.00		South Tucson	ST		\$2.00	
Cave Creek	CK		\$20.00		Litchfield Park	LP		\$2.00		Springerville	SV		\$5.00	
Chandler	CH		\$2.00		Mammoth	MH		\$2.00		St. Johns	SJ		\$2.00	
Chino Valley	CV		\$2.00		Marana	MA		\$5.00		Star Valley	SY		\$2.00	
Clarkdale	CD		\$2.00		Maricopa	MP		\$2.00		Superior	SI		\$2.00	
Clifton	CF		\$2.00		Mesa	ME		\$20.00		Surprise	SP		\$10.00	
Colorado City	CC		\$2.00		Miami	MM		\$2.00		Taylor	TL		\$2.00	
Coolidge	CL		\$2.00		Nogales	NO		\$0.00		Tempe	TE		\$50.00	
Cottonwood	CW		\$2.00		Oro Valley	OR		\$12.00		Thatcher	TC		\$2.00	
Dewey/Humboldt	DH		\$2.00		Page	PG		\$2.00		Tolleson	TN		\$2.00	
Douglas	DL		\$5.00		Paradise Valley	PV		\$2.00		Tombstone	TS		\$1.00	
Duncan	DC		\$2.00		Parker	PK		\$2.00		Tucson	TU		\$20.00	
Eagar	EG		\$10.00		Patagonia	PA		\$0.00		Tusayan	TY		\$2.00	
El Mirage	EM		\$15.00		Payson	PS		\$2.00		Wellton	WT		\$2.00	
Eloy	EL		\$10.00		Peoria	PE		\$50.00		Wickenburg	WB		\$2.00	
Flagstaff	FS		\$46.00		Phoenix**	PX		\$50.00		Willcox	WC		\$1.00	
Florence	FL		\$2.00		Pima	PM		\$2.00		Williams	WL		\$2.00	
Fountain Hills	FH		\$2.00		Pinetop/Lakeside	PP		\$2.00		Winkelman	WM		\$2.00	
Fredonia	FD		\$10.00		Prescott	PR		\$5.00		Winslow	WS		\$10.00	
Gila Bend	GI		\$2.00		Prescott Valley	PL		\$2.00		Youngtown	YT		\$10.00	
Gilbert	GB		\$2.00		Quartzsite	QZ		\$2.00		Yuma	YM		\$2.00	
Glendale	GE		\$35.00		Queen Creek	QC		\$2.00						
Globe	GL		\$2.00		Safford	SF		\$2.00						

Subtotal City License Fees (column 1) \$	Subtotal City License Fees (column 2) \$	Subtotal City License Fees (column 3) \$
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AA TOTAL City License Fee(s) (column 1 + 2 + 3)..... \$

BB TOTAL State License Fee(s): Calculate by multiplying number of business locations by \$12.00	No. of Loc's	Fee per Location	TOTAL
		\$12.00	\$

Residential Rental License Fees - Only Chandler, Phoenix, and Scottsdale
 Multiply the number of units per locations by \$2.00 (\$50.00 Annual Cap per license).

	No. of Units	No. of Loc's	City Fee
ONLY CHANDLER, PHOENIX, and SCOTTSDALE should use this section. DO NOT use the fee chart above to calculate license fees. The amount for each city CANNOT EXCEED \$50.00	Residential Rental License-Chandler		\$
	Residential Rental License-Phoenix		\$
	Residential Rental License-Scottsdale		\$

CC TOTAL City Residential Rental License Fees (Add Chandler, Phoenix, & Scottsdale)..... \$

DD TOTAL DUE (Add lines AA + BB + CC)..... \$

- Make check payable to Arizona Department of Revenue.
- Include FEIN or SSN on payment.
- Do not send cash.
- License will not be issued without full payment of fee(s).

**If your only business is under Class 213, Commercial Lease, there is no license fee due.



ARIZONA DEPARTMENT OF REVENUE
GENERAL INSTRUCTIONS FOR ARIZONA JOINT TAX APPLICATION (JT-1)

Online Application

Go to www.AZTaxes.gov

Notice for Construction Contractors:
Due to bonding requirements, construction contractors are not permitted to license for transaction privilege tax online. For more information, please contact us.

Mailing Address

Arizona Department of Revenue
PO Box 29032
Phoenix, AZ 85038-9032

**Customer Service
Center Locations**

8:00 a.m. – 5:00 p.m.
Monday through Friday
(Except legal Arizona state holidays)

Phoenix Office

1600 West Monroe
Phoenix, AZ 85007

Mesa Office

1840 South Mesa Drive
Building #1352
Mesa, AZ 85201

(This office does not handle billing or account disputes)

Tucson Office

400 West Congress
Tucson, AZ 85701

**Customer Service
Telephone Numbers**

Licensing questions on Transaction
Privilege, Withholding or Use Tax
(Arizona Department of Revenue)
(602) 255-3381

Unemployment Tax
(Arizona Department of
Economic Security)
(602) 771-6602

E-mail: uitstatus@azdes.gov

The Arizona Joint Tax Application (JT-1) is used to apply for Transaction Privilege Tax, Use Tax, and Employer Withholding and Unemployment Insurance. The Application is called "Joint" because it is used by both the Department of Revenue and Economic Security.

USE THIS APPLICATION TO:

- **License New Business:** If you are selling a product or engaging in a service subject to transaction privilege tax, you will most likely need to obtain the state transaction privilege tax license (TPT) license.
- **Change Ownership:** If acquiring or succeeding to all or part of an existing business or changing the legal form of your business (sole proprietorship to corporation, etc.).

IMPORTANT: To avoid delays in processing of your application, we recommend you read these instructions and refer to them as needed to ensure you have accurately entered all the required information. **This application must be completed, signed, and returned as provided by A.R.S. § 23-722.**

- Please read form instructions while completing the application. Additional information and forms are available at www.azdor.gov.
- Required information is designated with an asterisk (*).
- Please complete Section I: State/County & City License Fee Worksheet to calculate and remit **Total Amount Due** with this application.

When completing this form, please **print or type in black ink**. Legible applications are required for accurate processing. The following numbered instructions correspond to the numbers on the Form JT-1.

If you need to update a license, add a business location, get a copy of your license, or make other changes: Complete a Business Account Update form and include a State fee of \$12 per location and any applicable fees related to locations within the City/Town jurisdictions. Additional information and forms are available at www.azdor.gov.

Section A: BUSINESS INFORMATION

1. Provide your **Federal Employer Identification No.** (FEIN) or Social Security No. (SSN) if you are a sole proprietor without employees. Taxpayers are required to provide their taxpayer identification number (TIN) on all returns and documents. A TIN is defined as the federal employer identification number (EIN) or SSN, depending upon how income tax is reported. The EIN is required for all employers. A penalty of \$5 will be assessed by the Department of Revenue for each document filed without a TIN.

2. **License Type (Check all that apply):**

Transaction Privilege Tax (TPT): Anyone engaged in a business taxable under the TPT statutes must apply for a TPT License before engaging in business. For TPT, you are required to obtain and display a separate license certificate for each business or rental location. This may be accomplished in one of the following ways:

- Each location may be licensed as a separate business with a separate license number for purposes of reporting transaction privilege and use taxes individually. Therefore, a separate application is needed for each location.
- Multiple locations may be licensed under a consolidated license number, provided the ownership is the same, to allow filing of a single tax return. If applying for a new license, list the various business locations as instructed below. If already licensed and you are adding locations, **do not use this application to consolidate an existing license. Please submit a Business Account Update form, available at www.azdor.gov.**

Withholding & Unemployment Taxes: Employers paying wages or salaries to employees for services performed in the State must apply for a Withholding number & Unemployment number.

Use Tax: Out-of-state vendors (that is, vendors with no Arizona location) making direct sales into Arizona must obtain a Use Tax Registration Certificate. In-state business not required to be licensed in Arizona for TPT purposes, making out-of state purchases for their own use (and not for resale) must also obtain the Use Tax registration.

TPT for cities only: This type of license is needed if your business activity is subject to city TPT which is collected by the state, but the activity is not taxed at the state level.

3. **Type of Organization/Ownership:** Check as applicable. A corporation must provide the state and date of incorporation.
4. Provide the **Legal Business Name** or owner or corporation as listed in its articles of incorporation, or individual and spouse, or partners, or organization owning or controlling the business.
5. Provide the **Mailing Address** (number and street) where all correspondence is to be sent. You may use your

home address, corporate headquarters, or accounting firm's address, etc. If mailing address differs for licenses (for instance withholding and unemployment insurance), please send a cover letter with completed application to explain.

6. Provide the **Business Phone Number** including the area code.
7. Provide the **Email Address** for the business or contact person.
8. Provide the **Business Fax Number** including the area code.
9. Provide the **Description of Business** by describing the major taxable business activity, principle product you manufacture, commodity sold, or services performed. Your description of business is very important and **MUST** link to the appropriate **NAICS Code** and **Business Code**.
10. Provide all **North American Industries Classification System (NAICS) Code(s)** that apply. The NAICS is identified for your business, based on your major business activity, principle product you manufacture, commodity sold, or services performed. You must indicate at least one NAICS code. A current listing is available at www.azdor.gov.
11. If you acquired or changed the legal name of an existing business, you must complete Section F of this application. If you check NO, proceed to number 12.
12. If you are a construction contractor, read bonding requirements and submit the appropriate bonding paperwork with this application. If you check NO, proceed to number 13.
13. Provide the **Withholding Physical Location** of the business. This address cannot be a PO Box or Route Number.

Section B: IDENTIFICATION OF OWNERS, PARTNERS, CORPORATE OFFICERS, MEMBERS/ MANAGING MEMBERS OR OFFICIALS OF THIS EMPLOYING UNIT

Provide the full name, social security number and title of all Owners, Partners, Corporate Officers, Members/ Managing Members or Officials of the Employing Unit. If you need additional space, attach Additional Owners, Partners, Corporate Officer(s) Addendum available at www.azdor.gov. If the owner, partners, corporate officers or combination of partners or corporate officers, members and/ or managing members own more than 50% of, or control another business in Arizona, attach a list of the businesses, percentages owned and unemployment insurance account numbers or provide a General Disclosure/ Power of Attorney (Form 285) which must be filled out and signed by an authorized corporate officer.

Section C: TRANSACTION PRIVILEGE TAX (TPT)

1. Provide the **Date Business Started** in Arizona.
2. Provide the **Date Sales Began** in Arizona or estimate when you plan to begin selling in Arizona.
3. **Tax Liability:** Provide the amount of gross income you can reasonably expect to generate in your first twelve months of business. You will be set up for monthly filing unless your Estimated Tax Liability will result in a tax liability of less than \$8,000, which will require you to file quarterly.
4. Based on your tax liability, provide your filing frequency. If your total estimated annual combined Arizona, county and municipal TPT liability is:
 - Less than \$2,000, you may file and pay **annually**.
 - Between \$2,000 and \$8,000, you may file and pay **quarterly**.
 - Otherwise, your transaction privilege taxes are due **monthly**.
 If your business is **Seasonal** or you are a transient **vendor**, indicate the months in which you intend to do business in Arizona.
5. Indicate whether your business sells **tobacco products**. If you checked yes, check the box to indicate if you are a retailer or distributor of tobacco products.
6. **TPT Filing Method:** Check which filing method your business uses for determining tax liability. Cash basis requires the payment of tax based on sales receipts actually received during the period covered on the tax return. When filing under the accrual basis the tax is calculated on the sales billed rather than actual receipts.
7. If you sell new **Motor Vehicle Tires or Vehicles**, you must file the Motor Vehicle Waste Tire Fee form (TR-1) available at www.azdor.gov. Sellers of new motor vehicles and motor vehicle tires in the state, for on-road use, are required to report and pay a waste tire fee to the Department of Revenue.
8. through 9. **Tax Records Physical Location** indicate the physical address where your tax records are located. Include the contact person's name and phone number.

Section D: TRANSACTION PRIVILEGE TAX (TPT) PHYSICAL LOCATION

1. Provide the Business Name, "**Doing Business As**" (DBA). DBA is the name of a business other than the owner's name or, in the case of a corporation, a name that is different from the legal or true corporate name. If it is the same as the **Legal Business Name** enter "same".
2. Provide the **Business Phone Number** including the area code.
3. Provide the **Physical Location** of the business. This address cannot be a PO Box or Route Number. Provide:
 - County/Region
 - Residential Rentals ONLY - Number of Units
 - Reporting City, if different from the **Physical Location** city. For example, if the location for the listed address

- is listed in an adjacent city, such as Scottsdale, but the location of the business is actually within the city of Phoenix. See "TPT Rate Look Up" on www.AZTaxes.gov.
4. Provide if your business is located on an Indian Reservation; provide the **Additional County/Region Indian Reservation Code(s)**. A current listing is available at www.azdor.gov.
Provide the **Business Code(s)** including all State and City Business Code(s) that apply; based on your major business activity, principle product you manufacture, commodity sold, or services performed. You must indicate at least one business code. A current listing is available at www.azdor.gov.
If you have more locations, attach Additional Business Locations form available at www.azdor.gov.

Section E: WITHHOLDING & UNEMPLOYMENT TAX APPLICANTS

1. Provide the **Date Employees First Hired** in Arizona.
2. If you are liable for Federal Unemployment Tax, check YES and enter the first year of liability.
3. If individuals in your business are performing services that are excluded from withholding or unemployment tax, check YES and describe the services these individuals are performing.
4. If your business has an IRS ruling that grants an exclusion from Federal Unemployment Tax, check YES and you must attach a copy of the Ruling Letter to this application.
5. If you have, or previously had an Arizona unemployment tax number, check YES and provide the business name you used and the unemployment number.
6. Provide the first calendar quarter Arizona employees were or will be hired and paid.
7. When do you anticipate or did you first pay a total of \$1,500 or more in gross wages in a calendar quarter? Indicate the year and quarter in which this occurred or will occur.
8. When do you anticipate or did you first reach the 20th week of employing 1 or more individuals for a full or partial day within the same calendar year? Indicate the year and quarter in which this occurred or will occur.

Section F: ACQUIRED BUSINESS INFORMATION

1. Did you acquire or change all or part of an existing business? If part, to obtain an unemployment tax rate based on the business's previous account, you must request it no later than 180 days after the date of acquisition or legal form of business change; contact the Unemployment Tax Office Experience Rating Unit for an Application & Agreement for Severable Portion Experience Rating Transfer (form UC-247; printable version available online at www.azui.com).

2. Provide the date you acquired the previous owner's business or changed the legal form of your existing business (sole proprietor to corporate, etc.).
3. through 6. Complete as indicated if you know the previous owner's information.
7. through 9. If you merely changed the legal form of your existing business, indicate whether or not you changed all or part of the business, the date of change and EIN of previous Legal Form of Business.

Section G: AZTAXES.GOV SECURITY ADMINISTRATOR

Visit www.AZTaxes.gov (the Arizona Department of Revenue's online customer service center) to register for online services. The authorized individual will have full online access to transaction privilege, use, withholding and corporate tax account information and services. The authorized individual will be able to add or delete users and grant user privileges. Online services include viewing tax account information, filing tax returns, signing returns electronically with a Self-Select Personal Identification Number (PIN) and remitting tax payments.

Section H: REQUIRED SIGNATURES

This application must be signed only by either a sole owner, at least two partners, managing member or corporate officer legally responsible for the business. This application CANNOT be signed by agents or representatives.

Section I: STATE/COUNTY & CITY LICENSE FEE WORKSHEET

There are no fees for Withholding/Unemployment Insurance, or Use Tax registrations. State license fees are calculated per business location. To calculate the city license fees, use the listing of cities on page 4, Section I of this application. City fees are subject to change. Check for updates at www.azdor.gov.

- AA: TOTAL City License Fees – To calculate the city fees, multiply No. of Locations in the city by the license fee and enter sum in Subtotal City License Fees. Then calculate and enter the sum of columns 1 + 2 + 3. If you have a location in Phoenix and the business is only under Class 213, Commercial Lease, there is no license fee due.
- BB: TOTAL State License Fees – To calculate the state fees, multiply the No. of locations in the state by \$12.
- CC: TOTAL City Residential Rental License Fee – USE THIS SECTION FOR CHANDLER, PHOENIX AND SCOTTSDALE ONLY. These cities WILL NOT use the larger fee chart. To calculate Residential Rental license fee, multiple the No. of units by the No. of locations by \$2.00 (\$50.00 Annual Cap per license). The amount for each city CANNOT EXCEED \$50.00.
- DD: TOTAL DUE – Add lines AA + BB + CC.

Please send your payment for this amount. Failure to include your payment with this application will result in a delay in processing your license. Licenses are not issued until all fees have been paid.

Make checks payable to the Arizona Department of Revenue. Be sure to return all pages of the application with your payment. Retain a copy of the application for your records.

- DO NOT SEND CASH
- Include your EIN or SSN on payment

State/County Business Codes					
Codes	Taxable Activities	Codes	Taxable Activities	Codes	Taxable Activities
002	Mining - Nonmetal	014	Personal Property Rental	051	Jet Fuel Use Tax
004	Utilities	015	Contracting - Prime	053/055	Rental Car Surcharge
005	Communications	017	Retail	129	Use Tax Direct Payments
006	Transporting	019	Severance -Metalliferous Mining	153	Rental Car Surcharge - Stadium
007	Private (Rail) Car	023	Recreational Vehicle Surcharge	315	MRRA Amount
008	Pipeline	025	Transient Lodging	911	911 Telecommunications
009	Publication	029	Use Tax Purchases	912	E911 Prepaid Wireless
010	Job Printing	030	Use Tax from Inventory		
011	Restaurants and Bars	033	Telecommunications Devices		
012	Amusement	041	Municipal Water		
013	Commercial Lease	049	Jet Fuel Tax		

City Business Codes					
Codes	Taxable Activities	Codes	Taxable Activities	Codes	Taxable Activities
004	Utilities	020	Timbering & Other Extraction	116	Feed Wholesale
005	Communications	027	Manufactured Buildings	144	Hotel/Motel (additional tax)
006	Transporting	029	Use Tax	213	Commercial Rental, Licensing for Use
009	Publication	030	Use Tax from Inventory	214	Rental, Leasing and Licensing for Use of Tangible Personal Property
010	Job Printing	037	Contracting - Owner Builder	244	Lodging-Extended Stay
011	Restaurants and Bars	040	Rental Occupancy	313	Commercial Lease (additional tax)
012	Amusement	044	Hotels	315	MRRA Amount
015	Contracting - Prime	045	Rental Residential		
016	Contracting Spec Builder	049	Jet Fuel Tax		
017	Retail	051	Jet Fuel Use		
018	Advertising	062	Retail Sales Food for Home Consumption		
019	Severance - Metalliferous Mining	111	Additional Restaurants & Bars		

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)

LICENSE NUMBER: _____

PAGE 2 OF _____

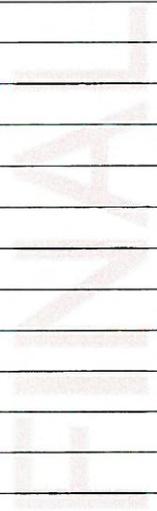
STATE (AZ) /COUNTY TRANSACTION DETAIL (See Table 1 on the Tax Rate Table, www.azdor.gov)

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
REG. CODE	NAME OF REGION	BUS. CODE	DESC. OF BUS. ACTIVITY	GROSS RECEIPTS	DEDUCTIONS FROM SCHEDULE A	(F) - (G) = (H) NET TAXABLE	AZ / COUNTY TAX RATE	(H) X (I) = (J) TOTAL TAX	ACCTNG CREDIT RATE	(H) X (K) = (L) ACCOUNTING CREDIT	(J) - (L) = (M) AZ/COUNTY TAX DUE	
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
GG SUBTOTAL												
HH TOTALS FROM ADDITIONAL AZ/COUNTY PAGE(S)												
II TOTAL (LINE GG + LINE HH = LINE II)												
JJ EXCESS TAX COLLECTED												
KK EXCESS TAX ACCOUNTING CREDIT: (SEE INSTRUCTIONS)												
LL NET AZ/COUNTY EXCESS TAX COLLECTED (LINE JJ, COLUMN (M) - LINE KK, COLUMN (M))												
MM NET AZ/COUNTY TAX (LINE II, COLUMN (M) + LINE LL, COLUMN (M))												

FINAL

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

(A) LOC. CODE	(B) CITY CODE	(C) NAME OF CITY	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) CITY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K)	(L) CITY CREDIT	(M) (J) - (L) = (M) CITY TAX DUE
1												
2												
3												
4												
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6												
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20												
21												
22												
23												
24												
25												
NN	CITY SUBTOTAL											
OO	CITY SUBTOTALS FROM ADDITIONAL CITY PAGE(S)											
PP	CITY TOTAL (LINE NN + LINE OO = LINE PP)											
QQ	CITY EXCESS TAX COLLECTED											
RR	NET CITY TAX (LINE PP, COLUMN (M) + LINE QQ, COLUMN (M))											



TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)
 ADDITIONAL TRANSACTIONS

LICENSE NUMBER: _____

PAGE 2A OF _____

STATE (AZ) /COUNTY TRANSACTION DETAIL (See Table 1 on the Tax Rate Table, www.azdor.gov)

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
	REG. CODE	NAME OF REGION	BUS. CODE	DESC. OF BUS. ACTIVITY	GROSS RECEIPTS	DEDUCTIONS FROM SCHEDULE A	(F) - (G) = (H) NET TAXABLE	AZ / COUNTY TAX RATE	(H) X (I) = (J) TOTAL TAX	ACCTNG CREDIT RATE	(H) X (K) = (L) ACCOUNTING CREDIT	(J) - (L) = (M) AZ/COUNTY TAX DUE
1												
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3												
4												
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9												
10												
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16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
AZ/COUNTY SUBTOTAL					\$	\$				\$	\$	

ADD SUBTOTALS OF AZ/COUNTY ADDITIONAL TRANSACTIONS TO THE 2ND PAGE OF RETURN

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)
 ADDITIONAL TRANSACTIONS

LICENSE NUMBER: _____

PAGE 3A OF _____

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

(A) LOC. CODE	(B) CITY CODE	(C) NAME OF CITY	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) CITY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K)	(L) CITY CREDIT	(M) (J) - (L) = (M) CITY TAX DUE
1												
2												
3												
4												
5												
6												
7												
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10												
11												
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16												
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19												
20												
21												
22												
23												
24												
25												
CITY SUBTOTAL					\$	\$					\$	\$

ADD SUBTOTALS OF CITY ADDITIONAL TRANSACTIONS TO THE 3RD PAGE OF RETURN

TPT-2 – SCHEDULE A DEDUCTIONS – STATE/COUNTY TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX

LICENSE NUMBER: _____

Page ____ of ____

STATE (AZ) /COUNTY DEDUCTIONS DETAIL

	(A)	(B) REGION CODE	(C) BUSINESS CODE	(D) DEDUCTION CODE	(E) DEDUCTION AMOUNT	(F) DESCRIPTION OF DEDUCTION CODE	
1					\$		
2					\$		
3					\$		
4					\$		
5					\$		
6					\$		
7					\$		
8					\$		
9					\$		
10					\$		
11					\$		
12					\$		
13					\$		
14					\$		
15					\$		
16					\$		
17					\$		
18					\$		
19					\$		
20					\$		
21					\$		
22					\$		
23					\$		
24					\$		
25					\$		
26					\$		
27					\$		
28					\$		
29					\$		
30					\$		
31					\$		
32					\$		
33					\$		
34					\$		
35					\$		
AA	SUBTOTAL OF DEDUCTIONS.....					\$	
BB	DEDUCTION TOTALS FROM ADDITIONAL AZ/COUNTY PAGE(S) ...					\$	
CC	TOTAL DEDUCTIONS (LINE AA + LINE BB = LINE CC).....					\$	

TOTAL MUST EQUAL TOTAL ON PAGE 2, LINE II, COLUMN G

FINAL

**TPT-2 – SCHEDULE A DEDUCTIONS – CITY
TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX**

LICENSE NUMBER: _____

Page _____ of _____

CITY DEDUCTIONS DETAIL

	(A) LOCATION CODE	(B) CITY CODE	(C) BUSINESS CODE	(D) DEDUCTION CODE	(E) DEDUCTION AMOUNT	(F) DESCRIPTION OF DEDUCTION CODE
1					\$	
2					\$	
3					\$	
4					\$	
5					\$	
6					\$	
7					\$	
8					\$	
9					\$	
10					\$	
11					\$	
12					\$	
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25					\$	
26					\$	
27					\$	
28					\$	
29					\$	
30					\$	
31					\$	
32					\$	
33					\$	
34					\$	
35					\$	
AA	SUBTOTAL OF DEDUCTIONS.....				\$	
BB	DEDUCTION TOTALS FROM ADDITIONAL CITY PAGE(S).....				\$	
CC	TOTAL DEDUCTIONS (LINE AA + LINE BB = LINE CC).....				\$	
TOTAL MUST EQUAL TOTAL ON PAGE 3, LINE PP, COLUMN G						

FINAL

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE STATE OF ARIZONA AND
THE TOWN OF FOUNTAIN HILLS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2019, by and between the Arizona Department of Revenue, hereinafter referred to as Department, and the Town of Fountain Hills, an Arizona municipal corporation, hereinafter referred to as City/Town. This Agreement shall supersede and replace all previous intergovernmental agreements, including amendments thereto, entered into by the Department and City/Town regarding the administration, collection, audit and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes and rental occupancy taxes imposed by the State, cities or towns.

R E C I T A L S

WHEREAS, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes two or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 et seq. was amended effective January 1, 2015 to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any city or town in Arizona and that the Department and each city or town shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes imposed by the State, cities or towns.

WHEREAS, City/Town has taken appropriate action by ordinance, resolution or otherwise, pursuant to the laws applicable to the governing body of City/Town, to approve and authorize City/Town to enter into this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing, the Department and City/Town enter into this intergovernmental agreement as follows:

1. Definitions

- 1.1 A.R.S.** means the Arizona Revised Statutes.
- 1.2 Adoption of an Ordinance** means final approval by majority vote of the City/Town council.
- 1.3 Ambassador Program** means the Department’s provided structure and support of curriculum related to tax administration and compliance education.

- 1.4 Audit** means examination and verification of accounts and records to determine taxpayer compliance with title 42 of A.R.S. and the Model City Tax Code, or any other assessment issued pursuant to A.R.S. § 42-1108.
- 1.5 Closing Agreement** means an agreement to settle a tax liability pursuant to A.R.S. § 42-1113.
- 1.6 Confidential Information** means all such information as defined in A.R.S. § 42-2001.
- 1.7 Confidentiality Standards** means the standards set forth in Appendix A or such other written standards mutually agreed to by the Department and City/Town.
- 1.8 Desk Review** means any assessment issued pursuant to A.R.S. § 42-1109(B).
- 1.9 Federal Tax Information** means federal tax return or return information the Department receives from the Internal Revenue Service including any information created by the Department derived from that information. Documents obtained from a taxpayer or State records are not considered Federal Tax Information.
- 1.10 Model City Tax Code** means the document defined in A.R.S. § 42-6051.
- 1.11 Modification** means a change to an assessment required or authorized by statute.
- 1.12 Municipal Tax(es)** means transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax, imposed by City/Town in accordance with the Model City Tax Code. Unless the context provides otherwise, this definition includes tax, license fees, penalties, interest and other similar charges.
- 1.13 State** means the State of Arizona.
- 1.14 State & Municipal Audit Resolution Team (“SMART”)** means an advisory group comprised of four representatives from municipal taxing jurisdictions and four representatives of the Department as set forth in Section 14 below.
- 1.15 Taxpayer Information** means information protected from disclosure pursuant to Model City Tax Code § 510.
- 1.16 Standard Audit Life Cycle Process Map:** A document containing the decisions and procedures adopted by the Department and Cities/Towns from the point of audit assignments until resolution consistent with this Agreement and the Arizona Management System principle of continuous improvement. This document will be reviewed by the Department and cities/towns as needed, not less than annually, with any changes memorialized in a revised map. In the event of unresolved disagreement regarding proposed changes, this Map will be referred to SMART for resolution.

- 1.17 Standard Authorization List Update Process Map:** A process containing the decisions and procedures adopted by the Department and Cities/Towns to keep an updated list of current employees and contractors who are authorized to receive confidential information consistent this Agreement and with the Arizona Management System principle of continuous improvement. This document will be reviewed by the Department and cities/towns as needed, not less than annually, with any changes memorialized in a revised map. In the event of unresolved disagreement regarding proposed changes, this Map will be referred to SMART for resolution.
- 1.18 Standard Inter-Jurisdictional Transfer Process Map:** A process containing the decisions and procedures adopted by the Department and Cities/Towns to transfer tax from one City/Town to another City/Town upon a City/Town's request or during the audit process consistent this Agreement and with the Arizona Management System principle of continuous improvement. This document will be reviewed by the Department and cities/towns as needed, not less than annually, with any changes memorialized in a revised map. In the event of unresolved disagreement regarding proposed changes, this Map will be referred to SMART for resolution.
- 1.19 Voluntary Disclosure Agreement:** A program that is designed for eligible taxpayers with exposure for tax liability and /or civil penalties due to a failure to report and/or pay all tax due.

2. Disclosure of Information by City/Town to Department

- 2.1 Qualified Recipients of Information:** The Department shall provide a list of names and job titles of duly authorized representatives acting on behalf of the Department authorized to request and receive Taxpayer Information from Cities/Towns as defined in the Standard Authorization List Update Process Map. This information shall be sent to Cities/Towns as defined in the Standard Authorization List Update Process Map. The Cities/Towns will not disclose Taxpayer Information to a Department employee whose name is not included on this list. Cities/Towns may contact the Department with any questions related to qualified recipients by contacting the Cities Services Unit.
- 2.2 Use of Information:** Any Taxpayer Information released by City/Town to the Department may only be used by the Department for tax administration and collection purposes, and may not be disclosed to the public in any manner that does not comply with the Model City Tax Code. All Taxpayer Information shall be stored and destroyed in accordance with the Confidentiality Standards.
- 2.3 Municipal Ordinance:**
- (a) City/Town shall provide the Department with a copy of its Municipal Tax Code or any City/Town ordinances imposing the taxes to be collected hereunder within ten calendar days of a request for such information from the

Department. This information shall be sent to the Cities Services Unit electronically.

- (b) City/Town shall provide the Department with a copy of any ordinance adopted by City/Town after execution of this Agreement that imposes or modifies the Municipal Taxes or license fees to be collected hereunder, including a new or different tax rate as defined by A.R.S. § 42-6053(E), within ten calendar days of adoption of an ordinance. This information shall be sent to the Cities Services Unit electronically. No such ordinance shall take effect on a date other than the first day of the month that is at least sixty calendar days after city/town provides notice to the Department unless City/Town and the Department agree otherwise. The Department shall add the change to the official copy of the Model City Tax Code within ten business days of receipt of notice from City/Town. The Department will notify City/Town when the change has been made, and City/Town is responsible for confirming the change. Pursuant to A.R.S. § 42-6053(E)(2), changes in tax rates have no effect unless reflected in the official copy of the Model City Tax Code.
- (c) Within fifteen calendar days following the adoption of an annexation ordinance, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at GIS@azdor.gov. City/Town shall also include with the notice a list of businesses City/Town knows to be located in the annexed area. The Department shall not be obligated to begin collection of Municipal Tax any sooner than the first day of the month that is at least sixty calendar days after the date the Department received notice from City/Town of the annexation.

- 2.4 Development and Impact Fees:** Upon request, City/Town shall provide to the Department any information regarding development and impact fees to assist the Department with the auditing of taxpayers and billing and collection of taxes.
- 2.5 Prior Audits:** Upon request by the Department, City/Town shall allow inspections and copies of any City/Town tax audits conducted prior to January 1, 2015.
- 2.6 Other Information:** City/Town shall provide other relevant information necessary for tax administration and collection purposes as requested by the Department.
- 2.7 Statutory Authority:** The disclosure of confidential City/Town tax information is governed by A.R.S. § 42-2001 et seq., or Model City Tax Code Section 510 for all reporting periods prior to January 1, 2015.

3. Disclosure of Information by Department to City/Town

- 3.1 Qualified Recipients of Information:** City/Town shall provide a list of the names and job titles of duly authorized representatives acting on behalf of City/Town

authorized to receive Confidential Information as defined in the Standard Authorization List Update Process Map. The Department will not disclose any Confidential Information to any representative whose name is not included on this list. The Department may contact City/Town with any questions related to authorized recipients.

3.2 Suspension of Information: The Department will not withhold Confidential Information from City/Town so long as City/Town complies with A.R.S. § 42-2001 et seq. and the Confidentiality Standards.

- (a) If the Department has information to suggest City/Town or any of its duly authorized representatives violated A.R.S. § 42-2001 et seq. or the Confidentiality Standards (Appendix A), the Department will send written notice to City/Town detailing the alleged breach as understood by the Department and requesting a response to the allegation within twenty calendar days of the date of the letter.
- (b) The Department will review the written response from City/Town and consider the information contained therein and all relevant circumstances surrounding the alleged violation before making a written determination as to whether a suspension of information is warranted and the length of the suspension.
- (c) If City/Town is dissatisfied with the Department's determination, it may within ten calendar days, submit a written request to SMART requesting the group review the determination pursuant to Section 14.
- (d) If the Department has information to suggest City/Town violated the Confidentiality Standards, the Department may inspect City/Town's records, facilities, and equipment to confirm whether there has been a violation upon notification to City/Town.

3.3 Information to be Provided: Within the restrictions outlined in this Section, the Department shall provide all of the information detailed in Appendix B, which may be modified by the mutual agreement of the parties. The Department shall not provide Federal Tax Information to City/Town. In addition to the information detailed in Appendix B, City/Town may obtain upon request:

- (a) Inspections and/or copies of Department tax audits, including all information related to all cities and towns included in the tax audit; and
- (b) Other relevant information necessary for tax administration and collection purposes, including all information necessary to verify City/Town received all revenues collected by the Department on behalf of City/Town.

3.4 Storage and Destruction of Confidential Information: All Confidential Information provided by the Department to City/Town shall be stored, protected, and destroyed in accordance with the Confidentiality Standards.

3.5 Statutory Authority: The Department may disclose Confidential Information to City/Town pursuant to A.R.S. § 42-2003(G) if the information relates to a taxpayer who is or may be taxable by a county, city or town. Any Confidential Information released to City/Town:

- (a) May only be used for internal tax administration purposes as defined in A.R.S. § 42-2001(4); and
- (b) May not be disclosed to the public in any manner that does not comply with the Confidentiality Standards.

A.R.S. § 42-2003(G) provides that any release of Confidential Information that violates the Confidentiality Standards will result in the immediate suspension of any rights of City/Town to receive taxpayer information pursuant to Section 3.2 of this agreement. Under no circumstances shall the suspension of any right to receive taxpayer information adversely impact the delivery or transfer of any City/Town revenues in any manner.

3.6 Specificity of Data: Pursuant to A.R.S. § 42-6001, the Department and City/Town agree that the data fields identified in Appendix B and the JT-1, TPT-2 and TPT-EZ forms provided in Appendix C meet the specificity requirements of City/Town. The forms provided in Appendix C may be revised and replaced as needed by mutual agreement of the Department and City/Town based on approval by SMART.

4. Audit

The Department shall administer the audit functions with City/Town in accordance with the Standard Audit Life Cycle Process Map and with the following provisions.

4.1 Training: All auditors and supervisors shall be trained in accordance with the policies of the Department. Auditors who have not completed the training may only work in connection with a trained auditor and cannot be the only auditor assigned to the audit. The Department shall:

- (a) Provide semi-annual audit training in accordance with A.R.S. § 42-6002(C) and be responsible for the costs of the training, limited to the site and training materials;
- (b) Notify City/Town of any training sessions at least thirty calendar days before the date of the training session;

- (c) Permit City/Town auditors and supervisors to attend any scheduled training as space permits at any designated training location; and
- (d) Provide additional training, as needed, to inform auditors and supervisors regarding changes in State law, the Model City Tax Code, Audit Procedures or Department policy.

4.2 Conflict of Interest: An auditor or supervisor trained and authorized to conduct an audit may not conduct any of the following prohibited acts:

- (a) Represent a taxpayer in any tax matter against the Department or City/Town while employed or in an independent contractor relationship with the Department or City/Town.
- (b) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
- (c) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the independent contractor relationship with the Department or City/Town.
- (d) Use information he/she acquires in the course of the official duties as an auditor or supervisor in a manner inconsistent with his/her official duties without prior written approval from the Department.
- (e) For a period of one year after he/she ends employment or an independent contractor relationship with the Department or City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained auditor or supervisor and the remainder of the firm.

The Department may revoke an individual's authority to audit and prohibit the use of any auditor or supervisor who violates this provision.

4.3 Audits and Refunds:

- (a) City/Town may request the Department conduct an audit or review of any taxpayer engaged in business in City/Town, including a taxpayer whose business activity is subject to tax by the City/Town but is not subject to tax by the State. The Department and the cities and towns shall collaboratively establish and maintain minimum justification standards and procedures City/Town shall adhere to when submitting an audit request.
- (b) City/Town may conduct an audit of a taxpayer engaged in business only in City/Town. Before commencing such audit, City/Town shall submit a Field Audit Request Form. The Department will provide City/Town with a

determination to proceed or not within ten calendar days of the notice from City/Town.

- (c) Except as permitted below, the Department shall conduct all audits of taxpayers having locations in two or more cities or towns. A City/Town auditor may participate in any audit City/Town requested the Department to perform.
- (d) City/Town shall notify the Department if it wants to audit a taxpayer having locations in two or more Arizona cities or towns and whose business activity is subject to tax by the City/Town but is not subject to tax by the State. The Department will authorize such audits, to be overseen by the Department, unless there is already an audit of the taxpayer scheduled, or the Department determines the audit selection is discriminatory, an abuse of process or poses other similar defects. The Department will notify City/Town of its determination within fifteen (15) calendar days. No initial audit contact may occur between City/Town and a taxpayer until the Department approves the audit notice.
- (e) In the case of taxpayers doing business in more than one city/town:
 - (1) City/Town may either request the Department conduct an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business is subject to both city and state tax, or
 - (2) City/Town may request to conduct an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business is subject to both cities' and state tax.
 - (3) Requests pursuant to (e)(1) or (e)(2) shall be made using the Department's Field Audit Request Form. The Department shall notify City/Town of its decision regarding the request within fifteen (15) calendar days of receipt of the request.
- (f) The Department may deny a request for an audit in writing within 15 days of city/town request for the following reasons:
 - (1) An audit is already scheduled or planned for the taxpayer within six months of the request;
 - (2) The requested audit would interfere with strategic tax administration planning;
 - (3) The audit selection is discriminatory, an abuse of process or poses other similar defects;
 - (4) The request lacks sufficient information for the Department to determine whether it is appropriate;

- (5) The Taxpayer was audited within the previous two years;
 - (6) The Department lacks sufficient resources to conduct the audit; or
 - (7) The scope or subject of the audit does not justify the use of Department resources.
- (g) If the Department denies a request to conduct an audit because it either lacks resources to conduct the audit itself or the scope or subject of the audit does not justify the use of Department resources then City/Town shall notify the Department if it wants to conduct the audit under the supervision of the Department. No initial audit contact may occur between City/Town and a taxpayer until the Department's supervisor is appointed to the audit.
- (h) Any decision by the Department denying City/Town's request to conduct any audit may be referred to SMART in accordance with Section 14 of this Agreement.
- (i) All audits conducted by City/Town shall be in accordance with standard audit procedures defined in the Department audit manual and the Standard Audit Life Cycle Process Map. All auditors shall be trained in accordance with Section 4.1 above.
- (j) The Department may appoint a Department manager to supervise any audit conducted by City/Town.
- (k) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information provided by the taxpayer.
- (l) The Department shall issue all audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.
- (m) The Department shall issue amendments to audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.

4.4 Claims for Refund:

- (a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.
- (b) The Department will notify City/Town of all refund requests that are processed involving City/Town's Municipal Taxes within thirty calendar

days of processing the refund. City/Town may request an audit of the taxpayer as set forth in Section 4.3 above.

- (c) The Department may assign an auditor to review requests for refunds. The Department will notify City/Town, within thirty calendar days of initiating a review, of all refunds under review by an auditor pertaining to a taxpayer who engages in business within City/Town's taxing jurisdiction and may request that City/Town assist with such reviews. The Department may assign a refund request to a City/Town auditor for review. The Department may only assign refund requests to a City/Town auditor if the City/Town is involved in the refund request.
- (d) City/Town is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to City/Town. The Department may offset a remittance to City/Town under this Agreement to cover the amounts of allowed refunds paid to the Department. If there are insufficient funds available to pay the refund, City/Town must pay the Department within sixty days of written demand from the Department.
- (e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. City/Town may request copies of such determinations.

4.5 Protests: Taxpayer protests of audit assessments and desk review assessments and refund denials shall be directed to the Department. Appeals of audit assessments, desk review assessments and refund denials shall be administered pursuant to A.R.S. Title 42, Chapter 1, Article 6. The Department shall notify City/Town of any appeals within 30 days of receipt of the protest.

4.6 Status Reports: The Department shall keep SMART apprised of the status of each protested matter involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting the Department.

5. Voluntary Disclosure Agreements

The Department may enter into a voluntary disclosure agreement with a taxpayer. A voluntary disclosure agreement may limit the years subject to audit and waive penalties. The Department will notify City/Town of the Department's intent to enter into an agreement and the Department will provide the taxpayer's identity within thirty (30) calendar days of disclosure. City/Town may request an audit of a taxpayer subject to a voluntary disclosure agreement pursuant to Section 4.3 above.

6. License Compliance

- 6.1 **License Issuance and Renewal:** The Department shall issue new Municipal Tax licenses and renew such licenses for City/Town Municipal Tax. The Department of Revenue shall provide City/Town with information about all persons obtaining and renewing tax licenses as set forth in Appendix B.
- 6.2 **License Checks:** The Department and City/Town shall coordinate efforts to conduct tax license compliance checks through canvassing and other compliance methods.
- 6.3 **Confidentiality:** Any tax license information City/Town obtains from the Department is considered Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. Any tax license information City/Town obtains through its own efforts may be disclosed as allowed by applicable City/Town laws.
- 6.4 **Changes to License Fees:** Within ten (10) business days following the adoption of an ordinance (or official acknowledgment of approval of an ordinance by voters in an election of a charter city) issuing or modifying a tax license fee, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department's City Services Unit. The Department shall not be obligated to begin collection of the new or modified fee any sooner than sixty calendar days after the date the Department received the ordinance from City/Town.

7. **Closing Agreements**

The Department shall notify City/Town before entering into a Closing Agreement and shall seek a range of settlement authority from City/Town related to the tax levied and imposed by City/Town in accordance with the Standard Audit Life Cycle Process.

8. **Responsibility for Representation in Litigation**

- 8.1 **Administrative Proceedings:** The Department shall be responsible for coordinating the litigation and defending the assessment or refund denial in any administrative appeals before the Office of Administrative Hearings or the Director of the Department regardless of the jurisdiction that conducted the audit in accordance with the Standard Audit Life Cycle Process Map. The Department shall be diligent in defending the interests of City/Town and City/Town shall assist in such representation as may be requested by the Department or by City/Town.
- 8.2 **Further Appeals:** The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court and all higher courts. City/Town shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office in accordance with the Standard Audit Life Cycle Process Map.

- 8.3 Mutual Cooperation:** The Department and City/Town agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, supervisors, and other necessary employees are available to assist the Department and the Attorney General for informal interviews, providing documents and computer records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation, as needed.
- 8.4 Administrative Decisions:** The Department shall provide a copy of any and all administrative hearing level decisions, including Director's decisions issued by the Department to all jurisdictions on a distribution list. City/Town may request to be on the distribution list by contacting the Department's Cities Unit. Administrative decisions are Confidential Information and must be stored and destroyed in accordance with the Confidentiality Standards.

9. Collection of Municipal Taxes

- 9.1 Tax Returns:** Taxpayers who are subject to City/Town Municipal Taxes shall pay such taxes to the Department. Tax payments shall be accompanied by a return prepared by taxpayer on a form prescribed by the Department.
- 9.2 Collections:** The Department shall collect any Municipal Tax imposed by City/Town recorded on the Department's tax accounting system. Amounts the Department collects for delinquent City/Town Municipal Tax accounts after the termination of this Agreement shall be forwarded to City/Town. The Department and City/Town may enter into an additional agreement to provide joint collection efforts on the following terms:
- (a) **Training:** All City/Town collectors authorized to collect obligations in cooperation with the Department shall be trained in accordance with the policies of the Department. Training shall be provided in the same manner as set forth in Section 4.1 of this Agreement.
 - (b) **Conflict of Interest:** A collector authorized under this provision may not:
 - (1) Represent a taxpayer in any tax matter against the Department or City/Town while employed by the City/Town.
 - (2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
 - (3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment with the City/Town.

(4) Use information he/she acquires in the course of the official duties as a collector in a manner inconsistent with his/her official duties without prior written approval from the Department.

(5) For a period of one year after he/she ends employment with the City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained collector and the remainder of the firm.

(c) **Revocation:** The Department may revoke an individual's or City/Town's authority to collect obligations under this section, subject to review by SMART upon request by the individual or City/Town.

9.3 State of Arizona Liquor License Affidavit: City/Town may request that the Department issue a liquor license affidavit. The Department will respond to the request via secured e-mail with a note stating complete, in-process, or unable to complete. When the City/Town request liquor license affidavits, they will need to elect the prescribed method if they are willing to pay for the Arizona Department of Liquor Licenses and Control (ADOLLC) hearing if the license is held for renewal until balance paid in full. The Department and City/Town will negotiate how the cost of the hearing will be shared between the Department and City/Town on a case by case basis.

9.4 Uncollectible/Discretionary Write-offs: The Department will share the annual list of uncollectible/discretionary write-offs prior to the end of fiscal year write-off event. City/Town will have 45 days to submit feedback.

9.5 Remittance: All amounts collected by the Department for Municipal taxes, penalties and interest under this Agreement shall be remitted to City/Town weekly on the basis of actual collections. To the extent possible, the Department shall initiate the electronic payment by noon on the Monday after the end of the week in which the collections were made. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by City/Town.

9.6 Abatement: The Department, with the approval of the Attorney General, may abate tax under certain circumstances. During the ordinary course of business, the Department may determine for various reasons that certain accounts shall be closed or cancelled. The Department shall seek input from City/Town or SMART before abating tax or closing accounts. The Department may request a telephonic meeting of SMART if time or circumstances require immediate action.

9.7 Funds Owed to City/Town: At all times and under all circumstances payments remitted by a taxpayer to the Department for City/Town Municipal Taxes will be considered property of City/Town. The Department may not retain or fail to remit such funds to City/Town for any reason not specifically set forth in this Agreement

including, but not limited to, during the course of a dispute between City/Town and the Department.

9.8 Adjustments to Reported Taxes: If the Department determines that a payment remitted by a taxpayer incorrectly identifies the city or town to which the payment should be made, Department may temporarily hold the payment until the distribution of the payment is corrected to ensure the appropriate city or town receives the payment. If a payment by the Department has been made to an incorrect City/Town, the Department and affected cities or towns shall follow the Standard Inter-Jurisdictional Transfer Process Map.

10. Taxpayer Rulings and Uniformity

The Department shall be responsible for issuing taxpayer ruling requests and interpretations of the Model City Tax Code. City/Town acknowledges that pursuant to A.R.S. 42-6005(B), when the state statutes and Model City Tax Code are the same and where the Department has issued written guidance, the Department's interpretation is binding on cities and towns. The Department acknowledges that in all other situations, interpretation of the Model City Tax Code is the sole purview of Municipal Tax Code Commission or its designee. Designated persons must be authorized to receive confidential information as authorized by Section 3.1 of this agreement. The Department shall include at least two representatives of the municipalities as regular members of any group established to respond to taxpayer ruling requests and to issue uniform interpretations and guidance promulgated by the Department. This section is not intended to affect procedures for appeals and litigation as outlined in Section 4.5 and Section 8 of this agreement.

11. Financing Collection of Taxes

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department. This provision does not relieve City/Town of any financial obligation imposed by statute.

12. Inter-Jurisdictional Transfers

The Department shall administer the inter-jurisdictional transfers of Municipal Tax monies in accordance with the Standard Inter-Jurisdictional Transfer Process Map.

13. Education and Outreach Efforts

To further its focus on serving taxpayers and to commitment of funding Arizona's future through enhanced customer service, continuous improvement, innovation, the Department is also expanding its outreach and education program to connect with all citizens of Arizona, strategically working with taxpayer and industry groups, tax practitioners and Arizona's Cities and Towns to ensure tax education of individual and business taxpayers.

Any City/Town may further this mission, at its own expense, in providing education and outreach to taxpayers and business. Education and Outreach shall be consistent with applicable law and Department written guidance.

Increased Education and Outreach Efforts among the Department and the Cities/Towns will ensure collaborative partnerships that are beneficial to both that emphasizes an ongoing two-way exchange of information and communication on issues of common interest and is meant to promote cooperation in areas of overlapping special projects. Therefore, upon request, City/Town shall provide information to the Department concerning such education and outreach efforts.

The Department shall implement the workings of an Ambassador Program; whereby, the Department provides structure/support of curriculum for education related to tax administration and compliance. The City/Town will have a standard work process when participating in ADOR-led educational events.

The City/Town shall have a dedicated primary point of contact (PPOC) on its list of duly authorized representatives, who is located in Arizona and is tasked with sending and receiving communications between the ADOR and the Cities/Towns.

14. State & Municipal Audit Resolution Team ("SMART")

14.1 Members: The members shall consist of four seats representing municipal taxing jurisdictions and four seats representing the Department. Member seats may be split so some people fill the position for only certain issues, such as audit selection or collection abatement. There shall also be a list of alternate members, who may be asked by a regular member who is unable to attend a meeting to take that member's place at a SMART meeting.

14.2 Selection: The Director of the Department shall appoint people to serve as members of SMART. Municipal taxing jurisdictions shall nominate members from municipal taxing jurisdictions.

14.3 Meetings: SMART shall meet monthly unless there is no business to be conducted. Additional meetings can be scheduled as necessary to timely discuss issues presented. Alternate members may attend meetings but cannot vote unless filling the seat of a regular member.

14.4 Issues: The Department or City/Town may refer issues to SMART to include, but not limited to:

- (a) Decisions by the Department to not audit a taxpayer;
- (b) Amendments to Department audit procedures or manuals;
- (c) Closing Agreements or a range of settlement authority;
- (d) Abatement or account closure in collections;
- (e) Suspension of disclosure of information from the Department;
- (f) Unresolved disagreement regarding proposed changes to process maps listed in Sections 1.16, 1.17 and 1.18;
- (g) Revocation of collection authority; and
- (h) Other issues as authorized by the Director of the Department or agreed upon by the parties.

14.5 Recommendations: SMART shall make recommendations to the Director of the Department or Director's designee. If the recommendation is approved by at least five members of SMART, the Director will accept the recommendation of SMART. If SMART cannot reach a recommendation agreeable to at least five members of the group, the Director or Director's designee may act as he deems to be in the best interests of all parties. Notwithstanding the above, upon request by a City/Town, the Director will submit his decision to the Attorney General's Office for review.

14.6 Voting: Any voting member of the committee may request the vote be held by secret ballot.

14.7 Procedures: SMART shall develop procedures concerning the operation of the group consistent with this Agreement.

15. Funding of Additional Auditors by City/Town

15.1 Funding: At the sole discretion of City/Town, City/Town may contribute funding to the Department to pay for additional auditors to assist the Department in the performance of audits of Municipal Tax owed to City/Town. Such additional auditors funded by City/Town shall at all times be deemed to be employees of the Department and under no circumstances shall be deemed to be employees or agents of City/Town. It is the parties' intention that City/Town funding be used to increase the capabilities of the Department to perform Municipal Tax audits and not to subsidize or replace State funding required for audit and collection of taxes.

15.2 Use of Funds: City/Town funding for additional auditors under this Section shall be used to fund the auditors' salaries and related expenses and shall not be used to

pay for Department office space, utilities, equipment, supplies, or similar kinds of overhead.

15.3 Pool of Funds: The Department may pool any City/Town funding with any other similar funding provided by other municipal taxing jurisdictions to pay for additional auditors dedicated to serving those jurisdictions. The Department shall separately account for such funds in its annual budget.

15.4 Accounting: The Department shall provide an annual accounting to City/Town, by August 31 each year describing how City/Town funding was used during the prior fiscal year.

16. Satellite Offices for Department Auditors

16.1 Funding: City/Town, at its own expense and at its sole discretion, may provide one or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by Department employees shall be at the sole discretion of the Department. Nothing in this section shall require the Department to make use of such facilities provided by City/Town.

16.2 Requirements: Any Department employee using a City/Town satellite office must meet reasonable requirements of City/Town related to the use of the facility. City/Town shall be responsible for notifying the Department of any concerns, and the Department shall be responsible for taking appropriate actions to resolve those concerns.

16.3 Termination: Once a satellite office is established, City/Town shall provide at least 180 calendar days written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to City/Town and shall promptly remove all Department property.

16.4 License: All requirements of City/Town and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.

17. Non-availability of Funds

Every payment obligation of the Department and the City/Town pursuant to this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, except for the rendering of funds to City/Town paid by a taxpayer for Municipal Taxes or tax license fees of City/Town. If funds are not appropriated, allocated and available or if the appropriation is changed resulting in funds no longer being available

for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section. The termination of this Agreement shall not entitle the Department to retain any Municipal Tax collected on behalf of City/Town pursuant to this Agreement.

18. Waiver

Nothing in this Agreement should be interpreted as City/Town relinquishing its legal rights under the Arizona Constitution or other applicable law, nor that City/Town is conceding the administration and collection of its Municipal Tax is not of a local interest or should not be under local control.

19. Cancellation

The requirements of A.R.S. § 38-511 apply to this Agreement. The Department or City/Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Department or City/Town is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other party with respect to the subject matter of this Agreement. The obligation of the Department to remit City/Town taxes shall survive cancellation.

20. Notice

- (a) When any Notice to City/Town is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to:

Town of Fountain Hills
Finance Director
16705 E Avenue of the Fountains
Fountain Hills, AZ 85268

David Pock, Finance Director, email: dpock@fh.az.gov

- (b) When any Notice to the Department is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to: cityservices@azdor.gov.

21. Non-discrimination

The Department and City/Town shall comply with Executive Order 2009-9, which mandates all persons, regardless of race, color, religion, sex, age, or national origin, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Department and City/Town shall take affirmative action to ensure applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

22. Compliance with Immigration Laws and A.R.S. § 41-4401

22.1 The Department and City/Town shall comply with all Federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214(A) which reads in part: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.”

22.2 A breach of compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and may be grounds for the immediate termination of this Agreement.

22.3 The Department and City/Town retain the legal right to inspect the papers of any employee who works on the Agreement to ensure the Department and City/Town is complying with the applicable Federal immigration laws and regulations and State statutes as set forth above.

23. Audit of Records

City/Town and the Department shall retain all data, books, and other records (“Records”) relating to this Agreement for at least six (6) years (a) after termination of this Agreement, and (b) following each annual renewal thereof. All Records shall be subject to inspection by the Department at reasonable times. Upon request, the Department and City/Town shall produce any or all such records. This Agreement is subject to A.R.S. §§ 35-214 and -215.

24. Amendments

Any amendments to the enumerated provisions or Appendices A, B, and C of this Agreement must be executed in writing in accordance with the provisions of this Agreement. The Standard Process Maps described within certain enumerated provisions are not themselves part of the Agreement.

25. Mutual Cooperation

In the event of a disagreement between the parties with regard to the terms, provisions and requirements of this Agreement or in the event of the occurrence of any circumstances bearing upon or affecting this Agreement, parties hereby agree to mutually cooperate in order to resolve the said disagreement or deal with the said circumstance.

26. Arbitration

To the extent required by A.R.S. § 12-1518(B) and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that any lawsuit filed by City/Town relating to the issues outlined in Section 17 of this Agreement is not considered to be a dispute arising out of this Agreement.

27. Implementation

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the Department or his representative and the Mayor his/her designee, or another party with designated authority pursuant to applicable law or City/Town charter on behalf of City/Town.

28. Limitations

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

29. Duration

29.1 The term of this Agreement shall commence from the latest date as indicated in Section 32 and continue in force through December 31st of that same year unless canceled or terminated as provided herein. The term of the Agreement shall automatically be extended for successive one (1) year terms commencing on January 1st and ending on December 31st of each year thereafter unless canceled or terminated as provided herein. Amendments to this Agreement that are negotiated and agreed to by a simple majority of the review committee referenced in Section 29.5 shall thereafter be executed by the parties hereto by a separate, signed amendment and incorporated herein to be effective during the term of the Agreement and any extensions. This Agreement may be canceled or terminated effective on December 31st of any year by either party by providing written notice

no later than sixty (60) calendar days prior to the expiration of the term then in effect. This Agreement shall expire on December 31st of any year the Department is subject to sunset review. Upon expiration, cancellation or termination, any subsequent Agreement must be ratified through signature by both parties.

- 29.2** If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either party may then terminate this Agreement by giving at least thirty calendar days' notice to the other party. The termination will become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.
- 29.3** Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this contract upon such terms and at such time as is mutually agreeable to them.
- 29.4** Any notice of termination shall be mailed and served on the other party in accordance with Section 20 of this Agreement.
- 29.5** During the term of this Agreement, the terms and conditions of this Agreement will undergo an annual review to be initiated no later than June 1st of each year. The review will be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

30. Choice of Law

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes arising from this Agreement.

31. Entire Agreement

This document, including the specific appendices attached hereto, and any approved subcontracts, amendments and modifications made thereto, shall constitute the entire Agreement between the parties and shall supersede all other understandings, oral or written.

32. Signature Authority

32.1 By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.

32.2 This Intergovernmental Agreement may be executed in counterpart.

Signature			Date			Signature			Date		
Grant Nülle, Deputy Director						Ginny Dickey, Mayor					
Typed Name and Title						Typed Name and Title					
Arizona Department of Revenue						Town of Fountain Hills					
Entity Name						Entity Name					
1600 W. Monroe						16705 E Avenue of the Fountains					
Address						Address					
Phoenix		Arizona		85007		Fountain Hills		Arizona		85268	
City		State		Zip		City		State		Zip	
RESERVED FOR THE ATTORNEY GENERAL:						RESERVED FOR CITY/TOWN ATTORNEY:					
<p>This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General.</p> <p style="text-align: center;">MARK BRNOVICH The Attorney General</p> <p style="text-align: center;">_____ Signature Assistant Attorney General</p> <p>Date: _____</p>						<p>APPROVED AS TO FORM AND AUTHORITY:</p> <p>BY: _____ CITY/TOWN ATTORNEY</p> <p>Date: _____</p>					

RESOLUTION 2015-37

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF REVENUE RELATING TO THE ADMINISTRATION OF TRANSACTION PRIVILEGE TAX.

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

SECTION 1. The Intergovernmental Agreement with the Arizona Department of Revenue relating to a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes (the "Agreement") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, June 18, 2015.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:



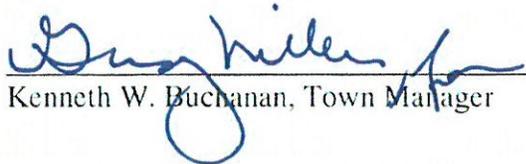
Linda M. Kavanagh, Mayor



Bevelyn J. Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:



Kenneth W. Buchanan, Town Manager



Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
RESOLUTION NO. 2015-37

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE STATE OF ARIZONA AND
THE CITY/TOWN OF FOUNTAIN HILLS**

THIS AGREEMENT is entered into this 18th day of June, 2015, by and between the Arizona Department of Revenue, hereinafter referred to as Department, and the City/Town of Fountain Hills, an Arizona municipal corporation, hereinafter referred to as City/Town. This Agreement shall supersede and replace all previous intergovernmental agreements, including amendments thereto, entered into by the Department and City/Town regarding the administration, collection, audit and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes and rental occupancy taxes imposed by the State, cities or towns.

RECITALS

WHEREAS, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes two or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 et seq. was amended effective January 1, 2015 to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any city or town in Arizona and that the Department and each city or town shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes imposed by the State, cities or towns.

WHEREAS, City/Town has taken appropriate action by ordinance, resolution or otherwise, pursuant to the laws applicable to the governing body of City/Town, to approve and authorize City/Town to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Department and City/Town enter into this intergovernmental agreement as follows:

1. Definitions

- 1.1 A.R.S.** means the Arizona Revised Statutes.
- 1.2 Adoption of an Ordinance** means final approval by majority vote of the City/Town council.
- 1.3 Audit** means a review to determine the correct amount of tax owed by a taxpayer and includes, but is not limited to, desk reviews and reviews of claims for refund.
- 1.4 Closing Agreement** means an agreement to compromise or settle a tax liability.

- 1.5 **Confidential Information** means all such information as defined in A.R.S. § 42-2001.
- 1.6 **Confidentiality Standards** means the standards set forth in Appendix A or such other written standards mutually agreed to by the Department and City/Town.
- 1.7 **Federal Tax Information** means federal return or return information the Department receives from the Internal Revenue Service including any information created by the Department derived from that information. Documents obtained from a taxpayer or State records are not considered Federal Tax Information.
- 1.8 **Model City Tax Code** means the document defined in A.R.S. § 42-6051. The official copy of the Model City Tax Code is published at modelcitytaxcode.az.gov.
- 1.9 **Modification** means a change to an assessment required or authorized by statute.
- 1.10 **Municipal Tax(es)** means transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax, imposed by City/Town in accordance with the Model City Tax Code. Unless the context provides otherwise, this definition includes tax, license fees, penalties, interest and other similar charges.
- 1.11 **State** means the State of Arizona.
- 1.12 **State and Local Uniformity Group** (“SLUG”) means an advisory group comprised of four representatives from municipal taxing jurisdictions and four representatives of the Department as set forth in Section 13 below.
- 1.13 **Taxpayer Information** means information protected from disclosure pursuant to Model City Tax Code § 510.

2. Disclosure of Information by City/Town to Department

- 2.1 **Qualified Recipients of Information:** The Department shall provide a list of the names and job titles of Department employees authorized to request and receive Taxpayer Information from City/Town. The Department shall inform City/Town of any additions, deletions or changes to this list within fifteen calendar days after the change occurs and shall provide an updated list at least annually. This information shall be sent via email to City/Town at crudolphy@fh.az.gov. The City/Town will not disclose Taxpayer Information to a Department employee whose name is not included on this list. City/Town may contact the Department with any questions related to qualified recipients by contacting the Cities Unit at CitiesUnit@azdor.gov.
- 2.2 **Use of Information:** Any Taxpayer Information released by City/Town to the Department may only be used by the Department for tax administration and collection purposes, and may not be disclosed to the public in any manner that does not comply with the Model City Tax Code. All Taxpayer Information shall be stored and destroyed in accordance with the Confidentiality Standards.

2.3 Municipal Ordinance:

- (a) City/Town shall provide the Department with a copy of its Municipal Tax code or any City/Town ordinances imposing the taxes to be collected hereunder within ten calendar days of a request for such information from the Department. This information shall be sent via email to the Cities Unit at CitiesUnit@azdor.gov.
- (b) City/Town shall provide the Department with a copy of any ordinance adopted by City/Town after execution of this Agreement that imposes or modifies the Municipal Taxes to be collected hereunder, including a new or different tax rate as defined by A.R.S. § 42-6053(E), within ten calendar days of Adoption of an Ordinance. This information shall be sent via email to the Cities Unit at CitiesUnit@azdor.gov. No such ordinance shall take effect on a date other than the first day of the month that is at least sixty calendar days after City/Town provides notice to the Department unless City/Town and the Department agree otherwise. The Department shall add the change to the official copy of the Model City Tax Code within ten business days of receipt of notice from City/Town. City/Town is responsible for confirming the change has been made. Pursuant to A.R.S. § 42-6053(E)(2), changes in tax rates have no effect unless reflected in the official copy of the Model City Tax Code.
- (c) Within fifteen calendar days following the adoption of an annexation ordinance, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at GIS@azdor.gov. City/Town shall also include with the notice a list of businesses City/Town knows to be located in the annexed area. The Department shall not be obligated to begin collection of Municipal Tax any sooner than the first day of the month that is at least sixty calendar days after the date the Department received notice from City/Town of the annexation.

2.4 Development and Impact Fees: Upon request, City/Town shall provide to the Department any information regarding development and impact fees to assist the Department with the auditing of taxpayers and billing and collection of taxes.

2.5 Audits: Upon request by the Department, City/Town shall allow inspections and copies of any City/Town tax audits.

2.6 Other Information: City/Town shall also provide other relevant information necessary for tax administration and collection purposes as requested by the Department.

2.7 Statutory Authority: The disclosure of confidential City/Town tax information is governed by Model City Tax Code Section 510.

3. Disclosure of Information by Department to City/Town.

- 3.1 Qualified Recipients of Information:** City/Town shall provide a list of the names and job titles of City/Town employees and any independent auditors acting on behalf of City/Town authorized to receive Confidential Information. City/Town shall inform the Department of any additions, deletions or changes to this list within fifteen calendar days after the change occurs and shall provide an updated list at least annually. This information shall be sent via email to the Cities Unit at CitiesUnit@azdor.gov. The Department will not disclose any Confidential Information to a City/Town employee or independent auditor whose name is not included on this list. The Department may contact City/Town with any questions related to qualified recipients by contacting crudolph@fh.az.gov.
- 3.2 Suspension of Information:** The Department will not withhold Confidential Information from City/Town so long as City/Town complies with A.R.S. § 42-2001 et seq. and the Confidentiality Standards.
- (a) If the Department has information to suggest City/Town, or any of its duly authorized representatives, has violated A.R.S. § 42-2001 or the Confidentiality Standards, the Department will send written notice to City/Town detailing the alleged breach as understood by the Department and requesting a response to the allegation within twenty calendar days of the date of the letter.
 - (b) The Department will review the written response from City/Town and consider the information contained therein and all relevant circumstances surrounding the alleged violation before making a written determination as to whether a suspension of information is warranted and the length of the suspension.
 - (c) If City/Town is dissatisfied with the Department's determination it may within ten calendar days, submit a written request to SLUG requesting the group review the determination.
 - (d) If the Department has information to suggest City/Town has violated the Confidentiality Standards, the Department may inspect City/Town's records, facilities, and equipment to confirm whether there has been a violation.
- 3.3 Information to be Provided:** Within the restrictions outlined in this Section, the Department shall provide all of the information detailed in Appendix B, which may be modified by the mutual agreement of the parties. The Department shall not provide Federal Tax Information to City/Town. In addition to the information detailed in Appendix B, City/Town may obtain upon request:
- (a) Inspections and/or copies of Department tax audits, including all information related to all cities and towns included in the tax audit; and

- (b) Other relevant information necessary for tax administration and collection purposes, including all information necessary to verify City/Town received all revenues collected by the Department on behalf of City/Town.

3.4 Storage and Destruction of Confidential Information: All Confidential Information provided by the Department to City/Town shall be stored, protected, and destroyed in accordance with the Confidentiality Standards.

3.5 Statutory Authority: The Department may disclose Confidential Information to City/Town pursuant to A.R.S. § 42-2003(H) if the information relates to a taxpayer who is or may be taxable by a county, city or town. Any Confidential Information released to City/Town:

- (a) May only be used for internal tax administration purposes as defined in A.R.S. § 42-2001(4); and
- (b) May not be disclosed to the public in any manner that does not comply with the Confidentiality Standards.

A.R.S. § 42-2003(H)(2) provides that any release of Confidential Information that violates the Confidentiality Standards will result in the immediate suspension of any rights of City/Town to receive taxpayer information pursuant to A.R.S. § 42-2003(H).

3.6 Specificity of Data: A.R.S. § 42-6001 provides that taxpayers shall file and pay Municipal Taxes to the Department if the Department has developed the electronic and nonelectronic tools necessary to capture data with sufficient specificity to meet the needs of all taxing jurisdictions, including specific data regarding each tax classification and any corresponding deductions at each business location of the taxpayer. Pursuant to A.R.S. § 42-5015, the electronic system utilized by the Department must be able to capture data with sufficient specificity to meet the needs of the taxing jurisdiction. The Department and City/Town agree that JT2 and TPT2 (as summarized in Appendix C) are required to meet the specificity needs of City/Town.

(a) Non-Program City/Town: If City/Town performed its own Municipal Tax administration, collection, and licensing prior to July 1, 2015, then if the Department is unable to commit by September 1, 2015 that the data detail behind the JT2 and TPT2 will be provided to City/Town beginning and from January 1, 2016, the following shall take place:

- (1) The term of the agreement entered into by the Department and City/Town pertaining to City/Town performing municipal licensing services on behalf of the Department shall be extended for one (1) year; and
- (2) All provisions in this Agreement pertaining to the administration, collection, and licensing of Municipal Taxes shall not go into effect until such time as the Department is able to meet the requirements of A.R.S. § 42-6001 and

A.R.S. § 42-5015, however all language in this Agreement related to audit functions shall remain in full force and effect.

(b) Program Cities/Towns: If the Department performed Municipal Tax administration, collection and licensing for City/Town prior to July 1, 2015, then if the Department is unable to commit by September 1, 2015 that the data detail behind the JT2 and TPT2 will be provided to City/Town beginning and from January 1, 2016, the Department will continue to perform those functions. The continued provision of such service, however, shall not be deemed waiver of any legal rights or remedies afforded to City/Town including, but not limited to, a failure to meet the requirements of A.R.S. § 42-6001 and A.R.S. § 42-5015.

4. Audit.

The Department shall administer the audit functions for City/Town in accordance with the following provisions.

- 4.1 **Training:** All auditors and supervisors shall be trained in accordance with the policies of the Department. Auditors who have not completed the training may only work in connection with a trained auditor and cannot be the only auditor assigned to the audit. The Department shall:
- (a) Provide audit training at least three times per year, or more frequently if there is a demonstrated need, and be responsible for its costs of the training and any associated materials;
 - (b) Provide additional training when practical;
 - (c) Notify City/Town of any training sessions at least thirty calendar days before the date of the training session;
 - (d) Provide copies of State tax statutes, audit reference materials and audit procedures and manuals;
 - (e) Permit City/Town auditors and supervisors to attend any scheduled training as space permits at designated training location: and
 - (f) Provide additional training as needed to inform auditors and supervisors regarding changes in State law or Department policy.
- 4.2 **Conflict of Interest:** An auditor or supervisor trained and authorized to conduct an audit may not conduct any of the following prohibited acts:
- (a) Represent a taxpayer in any tax matter against the Department or City/Town while employed or in an independent contractor relationship with the Department or City/Town.
 - (b) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.

- (c) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the independent contractor relationship with the Department or City/Town.
- (d) Use information he/she acquires in the course of the official duties as an auditor or supervisor in a manner inconsistent with his/her official duties without prior written approval from the Department.
- (e) For a period of one year after he/she ends employment or an independent contractor relationship with the Department or City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained auditor or supervisor and the remainder of the firm.

The Department may revoke an individual's authority to audit and prohibit the use of any auditor or supervisor who violates this provision.

4.3 Audits and Refunds:

- (a) City/Town may conduct an audit of a taxpayer engaged in business only in City/Town. Before commencing such audit, City/Town shall notify the Department to ensure the taxpayer is not already scheduled for an audit. The Department will provide City/Town with a written response within fifteen calendar days of the notice from City/Town.
- (b) Except as permitted below, the Department shall conduct all audits of taxpayers having locations in two or more cities or towns. A City/Town auditor may participate in any audit City/Town requested the Department to perform.
- (c) City/Town shall notify the Department if it wants an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business activity is in the following business classifications taxable by City/Town, but not a taxable activity under State law:
 - 1. Residential rentals;
 - 2. Commercial rentals;
 - 3. Speculative Builders; or
 - 4. Advertising.

The Department will authorize such audits, to be overseen by the Department, unless there is already an audit of the taxpayer scheduled, or the Department determines the audit selection is discriminatory, an abuse of process or poses other similar defects. The Department will notify City/Town of its determination within thirty calendar days. No initial audit contact may occur

between City/Town and a taxpayer until the Department approves the audit notice.

- (d) City/Town may request the Department conduct an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business is subject to both city and state tax. The request must be made using the Department's audit request form. Copies of the form can be obtained from the Department's TPT Hub Unit at HubUnit@azdor.gov. The Department shall notify City/Town of the decision regarding the request within thirty calendar days of receipt of the request.
- (e) The Department may deny a request for an audit for the following reasons:
 1. An audit is already scheduled or planned for the taxpayer within six months of the request;
 2. The requested audit would interfere with strategic tax administration planning;
 3. The audit selection is discriminatory, an abuse of process or poses other similar defects;
 4. The request lacks sufficient information for the Department to determine whether it is appropriate;
 5. The Taxpayer was audited within the previous two years;
 6. The Department lacks sufficient resources to conduct the audit; or
 7. The scope or subject of the audit does not justify the use of Department resources.
- (f) If the Department denies a request to conduct an audit because it either lacks resources to conduct the audit itself or the scope or subject of the audit does not justify the use of Department resources then City/Town shall notify the Department if it wants to conduct the audit under the supervision of the Department. No initial audit contact may occur between City/Town and a taxpayer until the Department appoints someone to supervise the audit.
- (g) Any decision by the Department denying City/Town's request to conduct any audit may be referred to SLUG in accordance with Section 13 of this Agreement.
- (h) All audits conducted by City/Town shall be in accordance with standard audit procedures defined in the Department audit manual. All auditors shall be trained in accordance with Section 4.1 above.
- (i) The Department may appoint a manager to supervise any audit conducted by City/Town.

- (j) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information available.
- (k) The Department shall issue all audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.
- (l) The Department shall issue Modifications to audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.

4.4 Claims for Refund:

- (a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.
- (b) The Department will notify City/Town of all refund requests that are processed involving City/Town's Municipal Taxes within thirty calendar days of processing the refund. City/Town may request an audit of the taxpayer as set forth in Section 4.3 above.
- (c) The Department may assign an auditor to review requests for refunds. The Department will notify City/Town, within thirty calendar days of initiating a review, of all refunds under review by an auditor pertaining to a taxpayer who engages in business within City/Town's taxing jurisdiction and may request that City/Town assign an auditor to assist with such reviews.
- (d) City/Town is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to City/Town. The Department may offset a remittance to City/Town under this Agreement to cover the amounts of allowed refunds. If there are insufficient funds available to pay the refund, City/Town must pay the Department within sixty days of written demand from the Department.
- (e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. City/Town may request copies of such determinations.

4.5 Protests: Taxpayer protests of audit assessments and desk review assessments and refund denials shall be directed to the Department. Appeals of audit assessments, desk review assessments and refund denials shall be administered pursuant to Title 42, Chapter 1, Article 6, Arizona Revised Statutes. Upon request, the Department shall notify City/Town of any appeals within 30 days of receipt of the protest.

- 4.6 Notice of Resolution:** The Department shall notify City/Town when a protest is resolved, including information concerning the resolution of the protest, within 30 days after the resolution of a protest.
- 4.7 Status Reports:** The Department shall keep SLUG apprised of the status of each protested matter involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting the Department's Cities Unit.

5. Voluntary Disclosure Agreements

The Department may enter into a voluntary disclosure agreement with a taxpayer. A voluntary disclosure agreement may limit the years subject to audit and waive penalties. City/Town may request to be kept informed of voluntary disclosure agreements involving City/Town Municipal Tax. If City/Town makes that request, the Department will notify City/Town of the Department's intent to enter into an agreement and the Department will provide the taxpayer's identity within thirty calendar days of disclosure. City/Town may request an audit of a taxpayer subject to a voluntary disclosure agreement pursuant to Section 4.3 above.

6. License Compliance

6.1 License Issuance and Renewal: The Department shall issue new Municipal Tax licenses and renew such licenses for City/Town Municipal Tax. The Department of Revenue shall provide City/Town with information about all persons obtaining and renewing tax licenses as set forth in Appendix B.

6.2 License Checks: The Department and City/Town shall coordinate efforts to conduct tax license compliance checks through canvassing and other compliance methods.

6.3 Confidentiality: Any tax license information City/Town obtains from the Department is considered Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. Any tax license information City/Town obtains through its own efforts may be disclosed as allowed by applicable City/Town laws.

6.4 Changes to License Fees: Within fifteen calendar days following the Adoption of an Ordinance (or official acknowledgment of approval of an ordinance by voters in an election of a charter city) issuing or modifying a tax license fee, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at CitiesUnit@azdor.gov. The Department shall not be obligated to begin collection of the new or modified fee any sooner than sixty calendar days after the date the Department received the ordinance from City/Town. Notice of an ordinance concerning a renewal tax license fee must be received by the Department by July 31 in order to be collected the following calendar year.

7. Closing Agreements

- 7.1 **Approval** - The Department shall notify City/Town before entering into a Closing Agreement related to the tax levied and imposed by City/Town. The Department shall seek approval from either City/Town or SLUG before entering into such Closing Agreement. If the Closing Agreement concerns only City/Town, then the Department will attempt to obtain approval from City/Town first, and will only seek approval from SLUG if City/Town is unresponsive or the Department and City/Town cannot reach an agreement. Approval and notice is not required for Modifications of assessments.
- 7.2 **Litigation** - During the course of litigation, the Department shall seek a range of settlement authority from City/Town or SLUG, unless the circumstances prevent such action. The Department may also request a telephonic meeting of SLUG if time and circumstances require immediate action.

8. Responsibility for Representation in Litigation.

- 8.1 **Administrative Proceedings:** The Department shall be responsible for coordinating the litigation and defending the assessment or refund denial in any administrative appeals before the Office of Administrative Hearings or the Director of the Department regardless of who conducted the audit. The Department shall be reasonably diligent in defending the interests of City/Town and City/Town shall assist in such representation as may be requested by the Department.
- 8.2 **Further Appeals:** The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court and all higher courts. City/Town shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office.
- 8.3 **Mutual Cooperation:** The Department and City/Town agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, supervisors, and other necessary employees are available to assist the Department and the Attorney General for informal interviews, providing documents and computer records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation as needed.
- 8.4 **Administrative Decisions:** The Department shall provide a copy of any and all administrative hearing level decisions, including Director's decisions issued by the Department to all jurisdictions on a distribution list. City/Town may request to be on the distribution list by contacting the Department's Cities Unit. Administrative decisions are Confidential Information and must be stored and destroyed in accordance with the Confidentiality Standards.

9. Collection of Municipal Taxes

- 9.1 Tax Returns:** Taxpayers who are subject to City/Town Municipal Taxes shall pay such taxes to the Department. Tax payments shall be accompanied by a return prepared by taxpayer on a form prescribed by the Department.
- 9.2 Collection:** The Department shall collect any Municipal Tax imposed by City/Town recorded on the Department's tax accounting system. Amounts the Department collects for delinquent City/Town Municipal Tax accounts after the termination of this Agreement shall be forwarded to City/Town.
- 9.3 Remittance:** All amounts collected by the Department for Municipal Taxes under this Agreement shall be remitted to City/Town weekly on the basis of actual collections. The Department shall initiate the electronic payment by noon on the Monday after the end of the week in which the collections were made. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by City/Town.
- 9.4 Abatement:** The Department, with the approval of the Attorney General, may abate tax under certain circumstances. During the ordinary course of business, the Department may determine for various reasons that certain accounts shall be closed or cancelled. The Department shall seek input from City/Town or SLUG before abating tax or closing accounts. The Department may request a telephonic meeting of SLUG if time and circumstances require immediate action.
- 9.5 Funds Owed to City/Town:** At all times and under all circumstances payments remitted by a taxpayer to the Department for City/Town Municipal Taxes will be considered property of City/Town. The Department may not retain or fail to remit such funds to City/Town for any reason not specifically set forth in this Agreement including, but not limited to, during the course of a dispute between City/Town and the Department.

10. Financing Collection of Taxes.

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department.

11. Inter-Jurisdictional Transfers.

All inter-jurisdictional transfers of Municipal Tax monies by the Department shall be handled in the following manner:

- 11.1 Requests:** Requests for inter-jurisdictional transfers shall be made to the Department. The Department will review the request and will not automatically accept the request.

11.2 Notice: The Department shall notify City/Town and any other city or town implicated in the requested transfer a minimum of thirty calendar days prior to any inter-jurisdictional transfer of money.

11.3 Dispute Resolution: Any city or town subject to an inter-jurisdictional transfer shall resolve any dispute over the allocation of the tax in accordance with A.R.S. § 42-6003 and the Department shall transfer the funds subject to an inter-jurisdictional transfer in accordance with the agreed upon allocation in a timely manner.

12. Educational Outreach.

City/Town may conduct, at its own expense, educational outreach to taxpayers who are conducting business activities within City/Town's taxing jurisdiction concerning the Model City Tax Code and the collection and administration of Municipal Taxes. Educational outreach shall be consistent with applicable law and Department written guidance. Upon request, City/Town shall provide information to the Department concerning such educational outreach efforts.

13. SLUG.

The Department shall create an advisory group to help resolve issues

13.1 Members: The members shall consist of four seats representing municipal taxing jurisdictions and four seats representing the Department. Member seats may be split so some people fill the position for only certain issues, such as audit selection or collection abatement. There shall also be a list of alternate members, who may be asked by a regular member who is unable to attend a meeting to take that member's place at a SLUG meeting.

13.2 Selection: The Director of the Department shall appoint people to serve as members of SLUG. Municipal taxing jurisdictions shall nominate members from municipal taxing jurisdictions. All members shall serve for a period of one year unless they resign at an earlier date. Members may be appointed to serve consecutive terms. Members appointed to fill vacancies shall serve for the time remaining on the term.

13.3 Meetings: SLUG shall meet on a regular basis and at least monthly unless the members agree to cancel the meetings due to a lack of agenda items. It can schedule additional meetings as necessary to timely discuss issues presented. Alternate members may attend meetings, but cannot participate in any discussion or voting, unless filling the seat of a regular member.

13.4 Issues: City/Town may refer issues to SLUG involving the following:

- (a) Decisions by the Department to not audit a taxpayer;
- (b) Amendments to Department audit procedures or manuals;
- (c) Closing Agreements or a range of settlement authority;
- (d) Abatement or account closure in collections;
- (e) Suspension of disclosure of information from the Department; and
- (f) Other issues as authorized by the Director of the Department or agreed upon by the parties.

13.5 Recommendations: SLUG shall make recommendations to the Director of the Department. If the recommendation is approved by at least five members of SLUG, the Director will accept the recommendation of SLUG. If SLUG cannot reach a recommendation agreeable to at least five members of the group, the Director may act as he deems to be in the best interests of all parties.

13.6 Voting: Voting shall be by secret ballot.

13.7 Procedures: SLUG may develop procedures concerning the operation of the group as long as they are not inconsistent with this Agreement.

14. Funding of Additional Auditors by City/Town.

14.1 Funding: At the sole discretion of City/Town, City/Town may contribute funding to the Department to pay for additional auditors to assist the Department in the performance of audits of Municipal Tax owed to City/Town. Such additional auditors funded by City/Town shall at all times be deemed to be employees of the Department and under no circumstances shall be deemed to be employees or agents of City/Town. It is the parties' intention that City/Town funding be used to increase the capabilities of the Department to perform Municipal Tax audits and not to subsidize or replace State funding required for audit and collection of taxes.

14.2 Use of Funds: City/Town funding for additional auditors under this Section shall be used to fund the auditors' salaries and employee related expenses and shall not be used to pay for Department office space, utilities, equipment, supplies, or similar kinds of overhead.

14.3 Pool of Funds: The Department may pool any City/Town funding with any other similar funding provided by other municipal taxing jurisdictions to pay for additional auditors. The Department shall separately account for such funds in its annual budget.

- 14.4 Accounting:** The Department shall provide an annual accounting to City/Town, by August 31 each year describing how City/Town funding was used during the prior fiscal year.

15. Satellite Offices for Department Auditors.

- 15.1 Funding:** City/Town, at its own expense and at its sole discretion, may provide one or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by Department employees shall be at the sole discretion of the Department. Nothing in this section shall require the Department to make use of such facilities provided by City/Town.
- 15.2 Requirements:** Any Department employee using a City/Town satellite office must meet reasonable requirements of City/Town related to the use of the facility. City/Town shall be responsible for notifying the Department of any concerns, and the Department shall be responsible for taking appropriate actions to resolve those concerns.
- 15.3 Termination:** Once a satellite office is established, City/Town shall provide at least 180 calendar days written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to City/Town and shall promptly remove all Department property.
- 15.4 License:** All requirements of City/Town and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.

16. Non-availability of Funds.

Every payment obligation of the Department and the City/Town pursuant to this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, except for the rendering of funds to City/Town paid by a taxpayer for Municipal Taxes or tax license fees of City/Town. If funds are not appropriated, allocated and available or if the appropriation is changed resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section. The termination of this Agreement shall not entitle the Department to retain any Municipal Tax collected on behalf of City/Town pursuant to this Agreement.

17. Waiver.

Nothing in this Agreement should be interpreted as City/Town relinquishing its legal rights under the Arizona Constitution or other applicable law, nor that City/Town is conceding the administration and collection of its Municipal Tax is not of a local interest or should not be under local control.

18. Cancellation

The requirements of A.R.S. § 38-511 apply to this Agreement. The Department or City/Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Department or City/Town is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other party with respect to the subject matter of this Agreement.

19. Notice.

- (a) When any Notice to City/Town is required under the terms of this Agreement, such Notice shall be mailed to City/Town at the following address, directed to the attention of:

Town of Fountain Hills
Attn: Finance Director
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268

- (b) When any Notice to the Department is required under the terms of this Agreement, such Notice shall be mailed to:

Arizona Department of Revenue
Attn: Director, Division Code 20
1600 W. Monroe
Phoenix, AZ 85007

Notice to the Department's Hub Unit or City Unit may be mailed to:

Arizona Department of Revenue
Division Code 16
1600 W. Monroe
Phoenix, AZ 85007

20. Non-discrimination.

The Department and City/Town shall comply with Executive Order 2009-9, which mandates all persons, regardless of race, color, religion, sex, age, or national origin, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Department and City/Town shall take affirmative action to ensure applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

21. Compliance with Immigration Laws and A.R.S. § 41-4401.

- 21.1 The Department and City/Town shall comply with all Federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214(A) which reads in part: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.”
- 21.2 A breach of compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and may be grounds for the immediate termination of this Agreement.
- 21.3 The Department and City/Town retain the legal right to inspect the papers of any employee who works on the Agreement to ensure the Department and City/Town is complying with the applicable Federal immigration laws and regulations and State statutes as set forth above.

22. Audit of Records.

City/Town and the Department shall retain all data, books, and other records (“Records”) relating to this Agreement for at least six (6) years (a) after termination of this Agreement, and (b) following each annual renewal thereof. All Records shall be subject to inspection by audit by the State at reasonable times. Upon request, the Department and City/Town shall produce any or all such records. This Agreement is subject to A.R.S. §§ 35-214 and -215.

23. Amendments.

Any amendments to or modifications of this Agreement must be executed in writing in accordance with the provisions of this Agreement.

24. Mutual Cooperation.

In the event of a disagreement between the parties with regard to the terms, provisions and requirements of this Agreement or in the event of the occurrence of any circumstances bearing

upon or affecting this Agreement, parties hereby agree to mutually cooperate in order to resolve the said disagreement or deal with the said circumstance.

25. Arbitration.

To the extent required by A.R.S. § 12-1518(B) and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that any lawsuit filed by City/Town relating to the issues outlined in Section 17 of this Agreement is not considered to be a dispute arising out of this Agreement.

26. Implementation.

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the Department or his representative and the Mayor his/her designee, or another party with designated authority pursuant to applicable law or City/Town charter on behalf of City/Town.

27. Limitations.

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

28. Duration.

- 28.1 The term of this Agreement shall be from July 1, 2015 through June 30, 2016. This Agreement shall automatically be renewed for successive one year terms thereafter unless either party shall terminate this Agreement by notice, in writing, no later than sixty calendar days prior to the expiration of the term then in effect.
- 28.2 If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either party may then terminate this Agreement by giving at least thirty calendar days' notice to the other party. The termination will become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.
- 28.3 Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this contract upon such terms and at such time as is mutually agreeable to them.
- 28.4 Any notice of termination shall be mailed and served on the other party in accordance with Section 19 of this Agreement.

28.5 During the term of this Agreement, the terms and conditions of this Agreement will undergo an annual review to be completed no later than March 1st of each year. The review will be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

29. Choice of Law.

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes arising from this Agreement.

30. Entire Agreement.

This document, including other documents referred herein, and any approved subcontracts, amendments and modifications made thereto, shall constitute the entire Agreement between the parties and shall supersede all other understandings, oral or written.

31. Signature Authority.

31.1 By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.

31.2 This Intergovernmental Agreement may be executed in counterpart.

Signature _____ Date _____	Signature _____ Date _____
Typed Name and Title _____	Linda M. Kavanagh, Mayor Typed Name and Title
Entity Name _____	Town of Fountain Hills Entity Name
Address _____	16705 E. Avenue of the Fountains Address
City _____ State _____ Zip _____	Fountain Hills AZ 85268 City State Zip
RESERVED FOR THE ATTORNEY GENERAL:	RESERVED FOR CITY/TOWN ATTORNEY:
<p>This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General.</p> <p style="text-align: center;">MARK BRNOVICH The Attorney General</p> <p style="text-align: center;">_____ Signature Assistant Attorney General</p> <p>Date: _____</p>	<p>This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Town Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Town of Fountain Hills.</p> <p>APPROVED AS TO FORM AND AUTHORITY:</p> <p>BY: _____ CITY/TOWN ATTORNEY</p> <p>Date: _____</p>
	<p>ATTEST:</p> <p>_____ Bevelyn J. Bender, Town Clerk</p>

APPENDIX A

ARIZONA DEPARTMENT OF REVENUE CONFIDENTIALITY REQUIREMENTS

1. Confidential Information

- 1.1 Confidential Information is defined in A.R.S § 42-2001. Confidential Information may not be disclosed except as provided by statute. A.R.S. § 42-2001(B).
- 1.2 License information obtained from the Department of Revenue is Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. License information obtained from other sources is not Confidential Information.
- 1.3 Information about a taxpayer's identity obtained from the Department of Revenue is Confidential information and may only be disclosed as authorized by A.R.S. § 42-2003. Identity information obtained from other sources is not Confidential Information.
- 1.4 Confidential Information includes information about a single taxpayer and also aggregated information about a group of identified or identifiable taxpayers. Aggregated information from fewer than three taxpayers in a grouping on a statewide basis or fewer than ten taxpayers in a grouping for an area that is less than state level (city or town) may be Confidential Information. Such information may not be released unless the City/Town Administrator reviews the relevant information concerning the aggregate data and makes a determination in writing that the aggregate data does not reveal information about any specific taxpayer. Such determination should take into consideration the following:
 - a. The proportionality of the tax information applicable to individual members of the group of taxpayers; no individual taxpayer's information should be discernable due to its relative size/taxable sales, compared to other members of the group;
 - b. The total aggregated tax information; the aggregate information cannot allow viewers to draw conclusions about individual taxpayers (e.g., there are 6 car dealers in the city and the total aggregate sales were \$900,000 and none of them reported individual sales above the \$20,000 mark, which would have qualified for the lower tax rate on large purchases)
 - c. Any other factor that could cause the aggregate data to be used to determine information specific to a single taxpayer.

2. Protecting Information

- 2.1 City/Town must identify all places, both physical and logical, where Confidential Information is received, processed and stored and create a plan to adequately secure those areas.

- 2.2 Confidential Information must be protected during transmission, storage, use, and destruction. City/Town must have policies and procedures to document how it protects its information systems, including Confidential Information contained therein. An example of appropriate protection standards is set forth in National Institute of Standards and Technology Special Publication 800-53. The publication may be found at <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>
- 2.3 Employees are prohibited from inspecting information unless they have a business reason for the information. Browsing information concerning friends, neighbors, family members, or people in the news is strictly prohibited.
- 2.4 All removable media, including paper and CDs, containing Confidential Information must be secured when not in use and after normal business hours by placing all materials in a locked drawer or cabinet. During use, Confidential Information must be protected so that it is not visible to members of the public or anyone without a business need for the information.
- 2.5 All individuals accessing or storing Confidential Information from an alternative work site must enter into a signed agreement that specifies how the Confidential Information will be protected while at that site. Only trusted employees shall be permitted to access Confidential Information from alternative sites. Confidential Information may not be accessed while in public places such as restaurants, lounges, or pools.
- 2.6 Confidential Information may not be sent outside the local area network by unencrypted email. City/Town is responsible for ensuring in-flight email communications containing Confidential Information are sent through a secure process. This may include encryption of the email message, a secure mailbox controlled by City/Town, an encrypted point-to-point tunnel between the correspondents or use of Transport Layer Security (TLS) between correspondents. The acceptable encryption algorithms are set forth in the standards attached as Exhibit 1, which may be updated to accommodate changed technology.
- 2.7 Confidential Information may not be discussed in elevators, restrooms, the cafeteria, or other public areas. Terminals should be placed in such a manner that prohibits public viewing of Confidential Information.
- 2.8 When transporting confidential materials the materials should be covered so that others cannot see the Confidential Information. When sending Confidential Information by fax a cover sheet should always be used.
- 2.9 Any person with unsupervised access to Confidential Information shall receive training on the confidentiality laws and requirements to protect such information before being given access to such Information and annually thereafter. They must sign certificates after the training acknowledging that they understand their responsibilities. City/Town must keep records to document this training and certification.

3. Disclosure of Information

- 3.1 Confidential Information may only be disclosed as permitted by A.R.S. § 42-2003.
- 3.2 Confidential Information is confidential by statute and, therefore, does not have to be disclosed in response to a public records request. A state agency may deny inspection of public records if the records are confidential by statute. *Berry v. State*, 145 Ariz. 12, 13 699 P.2d 387, 388 (App. 1985).
- 3.3 A taxpayer may designate a person to whom Confidential Information may be disclosed by completing a Department of Revenue Form 285, or such other form that contains the information included in the Form 285. City/Town may contact the Department of Revenue's Disclosure Officer if there are any questions concerning this requirement.

Disposal of Information

- 4.1 All removable media containing Confidential Information must be returned to the Department of Revenue or sanitized before disposal or release from the control of City/Town.
- 4.2 Confidential Information may be destroyed by shredding or burning the materials when no longer needed. Confidential Information may not be disposed of by placing the materials in the garbage or recycle bins. Destruction of Confidential Information may be performed by a third party vendor. City/Town must take appropriate actions to protect the Confidential Information in transit and storage before it is destroyed, such as periodic inspections of the vendor.
- 4.3 Computer system components and devices such as copiers and scanners that have been used to store or process Confidential Information may not be repurposed for non-tax administration uses unless the memory or hard drive of the device is sanitized to ensure under no circumstances Confidential Information can be restored or recovered.

EXHIBIT 1

ENCRYPTION STANDARDS

1.0 Acceptable Encryption Algorithms – The following encryption algorithms are considered acceptable for use in information systems to protect the transmission or storage of Confidential Information and system access.

1.1.1 Acceptable Security Strength – the security strength of an encryption algorithm is a projection of the time frame during which the algorithm and the key length can be expected to provide adequate security. The security strength of encryption algorithms is measured in bits, a measure of the difficulty of discovering the key.

a. The current minimum key strength for Confidential Information is 112 bits.

1.1.2 Symmetric Encryption Algorithms – The following symmetric encryption algorithms are considered acceptable for use.

Algorithm	Reference	Acceptable Key Strengths
Advanced Encryption Standard (AES)	FIPS 197	128, 192 or 256 bits
Triple Data Encryption Algorithm (TDEA) (three key 3DES)	SP 800-67	168 bits

1.1.3 Key Agreement Schemes – The following key agreement schemes are considered acceptable for use

Key Agreement Scheme	Reference	Acceptable Key Strengths	
		Finite Fields	Elliptical Curves
Diffie-Hellman (DH) or MOV	SP 800-56A	P = 2048	N: 224-255 and H=14 N: 256-383 and H=16
	SP 800-135	Q = 224 or 256	N: 384-511 and H=24 N: 512+ and H=32
RSA – based	SP 800-131A	N = 2048	

1.1.4 Hash Functions – The following hash functions are considered acceptable for use

Digital Signature Generation	Digital Signature Verification	Non-digital signature generation applications
SHA-224	SHA-224	SHA-1
SHA-256	SHA-256	SHA-224
SHA-384	SHA-384	SHA-256

SHA-512	SHA-512	SHA-384 SHA-512
---------	---------	--------------------

1.1.5 Digital Signature Algorithms – The following digital signature algorithms are considered acceptable for use.

Digital Signature Algorithm	FIPS Publication	Digital Signature Generation Settings	Digital Signature Verification Settings	Relative Strengths
Digital Signature Standard (DSA)	FIPS 186-4	p >= 2048 q = 224	p >= 2048 q = 224	>= 112 bits
RSA Digital Signature	FIPS 186-4	2048	2048	>= 112 bits
ECDSA	FIPS 186-4	224	224	>= 112 bits

1.1.6 Message Signature Algorithms – The following digital signature algorithms are considered acceptable for use.

Hash Algorithms	Hash Generation	Hash Verification
HMAC	>= 112 bits	>= 112 bits
CMAC	AES, 3DES	AES, 3DES
CCM and GCM/GMAC	AES	AES

APPENDIX B

From the effective date of this Agreement until the new functionalities set forth below are implemented, the Department of Revenue will provide the following reports:

City Payment Journal Detail;
City Payment Journal Summary;
New License Report

Within 30 days after the first month's implementation of the JT2, the Department of Revenue will provide a new License Report and License Update Report containing at least the following fields:

NEW LICENSE REPORT AND LICENSE UPDATE REPORT

Fields displayed:

- Region Code
- Run Date
- Report Start Date
- Report End Date
- Update Date
- ID Type
- ID
- Account ID
- Entity Name
- Ownership Type
- License ID
- OTO/Applied For indicator
- Bankruptcy Indicator
- Filing Frequency
- Issue Date
- Account Start Date
- Business Start Date
- Arizona Start Date
- Doc Loc Nbr
- Accounting Method
- Close Date
- Close Code
- Business Description
- NAICS1
- NAICS2
- NAICS3
- NAICS4
- Mailing Street1
- Mailing Street2
- Mailing Street3
- Mailing City

- Mailing State
- Mailing ZIP
- Mailing Country
- Mailing Phone Number
- Mailing Address Add date
- Mailing Address End Date
- Audit Street1
- Audit Street 2
- Audit Street 3
- Audit City
- Audit State
- Audit Zip
- Audit Country
- Audit Phone Number
- Audit Address Add Date
- Audit Address End Date
- Location Code
- Business Codes
- Location Name (DBA)
- Number of Units
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- Location Phone Number
- Location Start Date
- Location End Date
- Primary Location Street 1
- Primary Location Street 2
- Primary Location Street 3
- Primary Location City
- Primary Location State
- Primary Location Zip Code
- Primary Location Country
- Primary Location Phone Number
- Primary Location Start Date
- Primary Location End Date
- Owner Name
- Owner Title
- Owner Name 2
- Owner Title 2
- Owner Name 3
- Owner Title 3

Within 30 days of the implementation of the TPT2, the Department of Revenue will provide the following reports with at least the fields indicated below:

CITY PAYMENT JOURNAL

- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype
- Rev Type

CITY PAYMENT JOURNAL SUMMARY

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Business Code
- Number of Accounts

- Collections

Within 30 days after the first month's implementation of the TPT2, the following reports with at least the fields indicated below:

NO MONEY REPORT

- Region Code
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype

DEDUCTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- License ID
- Entity Name

- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Deduction Code
- Deduction Amount
- Tran Type
- Tran Subtype
- Rev Type

Within 30 days after taxes (subject to fund distributions) are collected, the Department of Revenue will provide the following report with at least the fields indicated below:

FUND DISTRIBUTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment Received Date
- Return Received Date
- Payment Processed Date
- Return Processed Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Fund Allocation Code
- Amount Distributed

FUND DISTRIBUTION SUMMARY REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Fund Allocation Code
- Amount Distributed

ARIZONA JOINT TAX APPLICATION (JT-2)



License & Registration
ARIZONA DEPARTMENT OF REVENUE
 PO BOX 29032
 Phoenix, AZ 85038-9032

- IMPORTANT!** Incomplete applications WILL NOT BE PROCESSED.
- Please read form instructions while completing the application. Additional information and forms available at www.azdor.gov
 - Required information is designated with an asterisk (*).
 - Return completed application AND applicable license fee(s) to address shown at left.
 - For licensing questions regarding transaction privilege tax, call Taxpayer Information & Assistance: (602) 542-4576

You can file and pay for this application online at www.AZTaxes.gov. It is fast and secure.

SECTION A: Business Information

1* Federal Employer Identification No. or Social Security No. <small><i>if sole proprietor without employees</i></small>		2* License Type – <i>Check all that apply:</i> <input type="checkbox"/> Transaction Privilege Tax (TPT) <input type="checkbox"/> Use Tax <input type="checkbox"/> Withholding/Unemployment Tax <small><i>(if hiring employees)</i></small> <input type="checkbox"/> TPT for Cities ONLY																	
3* Type of Organization/Ownership – <i>Tax exempt organizations must attach a copy of the Internal Revenue Service's letter of determination.</i> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Individual/Sole Proprietorship</td> <td><input type="checkbox"/> Subchapter S Corporation</td> <td><input type="checkbox"/> Government</td> <td><input type="checkbox"/> Joint Venture</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Estate</td> <td><input type="checkbox"/> Receivership</td> </tr> <tr> <td>State of Inc. _____</td> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Trust</td> <td></td> </tr> <tr> <td>Date of Inc. <u>MM</u>/<u>DD</u>/<u>YY</u></td> <td><input type="checkbox"/> Limited Liability Company</td> <td><input type="checkbox"/> Limited Liability Partnership</td> <td></td> </tr> </table>				<input type="checkbox"/> Individual/Sole Proprietorship	<input type="checkbox"/> Subchapter S Corporation	<input type="checkbox"/> Government	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Corporation	<input type="checkbox"/> Association	<input type="checkbox"/> Estate	<input type="checkbox"/> Receivership	State of Inc. _____	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust		Date of Inc. <u>MM</u> / <u>DD</u> / <u>YY</u>	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Liability Partnership	
<input type="checkbox"/> Individual/Sole Proprietorship	<input type="checkbox"/> Subchapter S Corporation	<input type="checkbox"/> Government	<input type="checkbox"/> Joint Venture																
<input type="checkbox"/> Corporation	<input type="checkbox"/> Association	<input type="checkbox"/> Estate	<input type="checkbox"/> Receivership																
State of Inc. _____	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust																	
Date of Inc. <u>MM</u> / <u>DD</u> / <u>YY</u>	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Liability Partnership																	
4* Legal Business Name																			
5* Mailing Address – number and street County/Region		City Country	State ZIP Code																
6* Business Phone No. <small><i>(with area code)</i></small>	7 Email Address	8 Fax Number <small><i>(with area code)</i></small>																	
9* Description of Business: <i>Describe merchandise sold or taxable activity.</i>																			
10* NAICS Codes: Available at www.azdor.gov																			
11* Did you acquire or change the legal form of an existing business? <input type="checkbox"/> No <input type="checkbox"/> Yes → You must complete Section F.		12* Are you a construction contractor? <input type="checkbox"/> No <input type="checkbox"/> Yes <small><i>(see bonding requirements)</i></small>																	
BONDING REQUIREMENTS: Prior to the issuance of a Transaction Privilege Tax license, new or out-of-state contractors are required to post a Taxpayer Bond for Contractors unless the contractor qualifies for an exemption from the bonding requirement. The primary type of contracting being performed determines the amount of bond to be posted. Bonds may also be required from applicants who are delinquent in paying Arizona taxes or have a history of delinquencies. Refer to the publication, Taxpayer Bonds, available online at www.azdor.gov or in Arizona Department of Revenue offices.																			
WITHHOLDING LICENSE ONLY																			
13* Withholding Physical Location Number and street <small><i>(Do not use PO Box, PMB or route numbers)</i></small>		City	State ZIP Code																
County/Region		Country																	

Continued on page 2 →

FOR AGENCY USE ONLY		
<input type="checkbox"/> New	ACCOUNT NUMBER	DLN
<input type="checkbox"/> Change	START	TRANSACTION PRIVILEGE TAX
<input type="checkbox"/> Revise	S/E DATE	WITHHOLDING / SSN / EIN
<input type="checkbox"/> Reopen	COMPLETED DATE	EMPLOYEE'S NAME
	LIABILITY	LIABILITY ESTABLISHED

CASHIER'S STAMP ONLY. DO NOT MARK IN THIS AREA.

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)
---------------------------	----------------------------------

SECTION B: Identification of Owners, Partners, Corporate Officers Members/Managing Members or Officials of this Employing Unit

If you need more space, attach Additional Owner, Partner, Corporate Officer(s) form available at www.azdor.gov. If the owner, partners, corporate officers or combination of partners or corporate officers, members and/or managing members own more than 50% of or control another business in Arizona, attach a list of the businesses, percentages owned and unemployment insurance account numbers or provide a Power of Attorney (Form 285) which must be filled out and signed by an authorized corporate officer.

Owner 1	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)		*Country
Owner 2	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)		*Country
Owner 3	*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
	*Street Address		*City	*State	* % Owned
	*ZIP Code	*County	*Phone Number (with area code)		*Country

SECTION C: Transaction Privilege Tax (TPT)

1* Date Business Started in Arizona <small>M, M, D, D, Y, Y, Y, Y</small>	2* Date Sales Began <small>M, M, D, D, Y, Y, Y, Y</small>	3 What is your anticipated annual income for your first twelve months of business?
4 Filing Frequency <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Seasonal <input type="checkbox"/> Annual <small>If seasonal filer, check the months for which you intend to do business:</small>		
<input type="checkbox"/> JAN <input type="checkbox"/> FEB <input type="checkbox"/> MAR <input type="checkbox"/> APR <input type="checkbox"/> MAY <input type="checkbox"/> JUN <input type="checkbox"/> JUL <input type="checkbox"/> AUG <input type="checkbox"/> SEP <input type="checkbox"/> OCT <input type="checkbox"/> NOV <input type="checkbox"/> DEC		
5 Does your business sell tobacco products? <input type="checkbox"/> Yes → <input type="checkbox"/> Retailer OR <input type="checkbox"/> Distributor	6 TPT Filing Method <input type="checkbox"/> Cash Receipts <input type="checkbox"/> Accrual	7 Does your business sell new motor vehicle tires or vehicles? <input type="checkbox"/> Yes → You will have to file Motor Vehicle Tire Fee form available at www.azdor.gov
8* Tax Records Physical Location – number and street <small>(Do not use PO Box, PMB or route numbers)</small>		City State ZIP Code
County		Country
9* Name of Contact		* Phone Number (with area code) Extension

SECTION D: Transaction Privilege Tax (TPT) Physical Location

1* Business Name, "Doing Business As" or Trade Name at this Physical Location			
2* Physical Location of Business or Commercial/Residential Rental Number and street <small>(Do not use PO Box, PMB or route numbers)</small>		City	State ZIP Code
County/Region		Country	
Residential Rental Only – Number of Units		Reporting City <small>(if different than the physical location city)</small>	
3* Additional County/Region Indian Reservation: County/Region and Indian Reservation Codes available at www.azdor.gov			
County/Region		City	
Business Codes (Include all codes that apply): See instructions. Complete list available at www.azdor.gov			
State/County		City	

If you need more space, attach Additional Business Locations form available at www.azdor.gov

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)
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SECTION E: Withholding & Unemployment Tax Applicants

<p>1* Regarding THIS application, Date Employees First Hired in Arizona M, M, D, D, Y, Y, Y, Y</p>	<p>2 Are you liable for Federal Unemployment Tax? <input type="checkbox"/> Yes → First year of liability: Y, Y, Y, Y</p>								
<p>3 Are individuals performing services that are excluded from withholding or unemployment tax? <input type="checkbox"/> Yes → Describe services:</p>	<p>4 Do you have an IRS ruling that grants an exclusion from Federal Unemployment Tax? <input type="checkbox"/> Yes → Attach a copy of the Ruling Letter.</p>								
<p>5 Do you have, or have you previously had, an Arizona unemployment tax number? <input type="checkbox"/> No <input type="checkbox"/> Yes → Business Name: _____ Unemployment Tax Number: _____</p>									
<p>6 First calendar quarter Arizona employees were/will be hired and paid (indicate quarter as 1, 2, 3, 4):</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:25%;">Hired Year</th> <th style="width:25%;">Hired Quarter</th> <th style="width:25%;">Paid Year</th> <th style="width:25%;">Paid Quarter</th> </tr> <tr> <td style="text-align: center;">Y, Y, Y, Y</td> <td style="text-align: center;">Q</td> <td style="text-align: center;">Y, Y, Y, Y</td> <td style="text-align: center;">Q</td> </tr> </table>	Hired Year	Hired Quarter	Paid Year	Paid Quarter	Y, Y, Y, Y	Q	Y, Y, Y, Y	Q
Hired Year	Hired Quarter	Paid Year	Paid Quarter						
Y, Y, Y, Y	Q	Y, Y, Y, Y	Q						
<p>7 When did/will you first pay a total of \$1,500 or more gross wages in a calendar quarter? (indicate quarter as 1, 2, 3, 4) Exceptions: \$20,000 gross cash wages Agricultural: \$1,000 gross cash wages Domestic/Household: not applicable to 501(c)(3) Non-Profit.</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">Year</th> <th style="width:50%;">Quarter</th> </tr> <tr> <td style="text-align: center;">Y, Y, Y, Y</td> <td style="text-align: center;">Q</td> </tr> </table>	Year	Quarter	Y, Y, Y, Y	Q				
Year	Quarter								
Y, Y, Y, Y	Q								
<p>8 When did/will you first reach the 20th week of employing 1 or more individuals for some portion of a day in each of 20 different weeks in the same calendar year? (indicate quarter as 1, 2, 3, 4) Exceptions: 10 or more individuals Agricultural; 4 or more individuals 501(c)(3) Non-Profit; not applicable to Domestic/Household.</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">Year</th> <th style="width:50%;">Quarter</th> </tr> <tr> <td style="text-align: center;">Y, Y, Y, Y</td> <td style="text-align: center;">Q</td> </tr> </table>	Year	Quarter	Y, Y, Y, Y	Q				
Year	Quarter								
Y, Y, Y, Y	Q								

SECTION F: Acquired Business Information

If you answered "Yes" to Section A, question 11, you must complete Section F.

<p>1* Did you acquire or change all or part of an existing business? <input type="checkbox"/> All <input type="checkbox"/> Part</p>	<p>2* Date of Acquisition M, M, D, D, Y, Y, Y, Y</p>	<p>3* EIN of Business Under Previous Owner</p>
<p>4* Previous Owner's Telephone Number</p>	<p>5* Name of Business Under Previous Owner</p>	<p>6* Name of Previous Owner</p>
<p>7* Did you change the legal form of all or part of the Arizona operations of your existing business? (e.g., change from sole proprietor to corporation or etc.) <input type="checkbox"/> All <input type="checkbox"/> Part</p>	<p>8* Date of Change M, M, D, D, Y, Y, Y, Y</p>	<p>9* EIN of Previous Legal Form</p>

SECTION G: AZTaxes.gov Security Administrator (authorized users)

By electing to register for www.AZTaxes.gov, you can have online access to account information, file and pay Arizona transaction privilege, use, and withholding taxes. You may also designate authorized users to access these services. Please provide the name of the authorized user for AZTaxes.gov.

Name of Authorized User
Title
Email Address
Phone Number (with area code)

SECTION H: Required Signatures

This application must be signed by either a sole owner, at least two partners, managing member or corporate officer legally responsible for the business, trustee or receiver or representative of an estate that has been listed in Section B.

Under penalty of perjury I (we), the applicant, declare that the information provided on this application is true and correct. I (we) hereby authorize the security administrator, if one is listed in Section G, to access the AZTaxes.gov site for the business identified in Section A. This authority is to remain in full force and effect until the Arizona Department of Revenue has received written termination notification from an authorized officer.

<p>1 Print or Type Name</p>	<p>2 Print or Type Name</p>
<p>Title</p>	<p>Title</p>
<p>Date</p>	<p>Date</p>
<p>Signature</p>	<p>Signature</p>

This application must be completed, signed, and returned as provided by A.R.S. § 23-722.

Equal Opportunity Employer/Program
 This application available in alternative formats at Unemployment Insurance Tax Office.

PLEASE COMPLETE SECTION I: STATE/COUNTY & CITY LICENSE FEE WORKSHEET TO CALCULATE AND REMIT TOTAL AMOUNT DUE WITH THIS APPLICATION.

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)
---------------------------	----------------------------------

SECTION I: State/County & City License Fee Worksheet

ALL FEES ARE SUBJECT TO CHANGE. Check for updates at azdor.gov.

To calculate CITY FEE: Multiply No. of Locations by the License Fee and enter sum in License Subtotal.

City/Town	Code	No. of Loc's	License Fee	License Subtotal	City/Town	Code	No. of Loc's	License Fee	License Subtotal	City/Town	Code	No. of Loc's	License Fee	License Subtotal
Apache Junction	AJ		\$50.00		Goodyear	GY		\$5.00		Sahuarita	SA		\$5.00	
Avondale	AV		\$40.00		Guadalupe	GU		\$2.00		San Luis	SU		\$2.00	
Benson	BS		\$5.00		Hayden	HY		\$5.00		Scottsdale	SC		\$50.00	
Bisbee	BB		\$1.00		Holbrook	HB		\$1.00		Sedona	SE		\$2.00	
Buckeye	BE		\$2.00		Huachuca City	HC		\$2.00		Show Low	SL		\$2.00	
Bullhead City	BH		\$2.00		Jerome	JO		\$2.00		Sierra Vista	SR		\$1.00	
Camp Verde	CE		\$2.00		Kearny	KN		\$2.00		Snowflake	SN		\$2.00	
Carefree	CA		\$10.00		Kingman	KM		\$2.00		Somerton	SO		\$2.00	
Casa Grande	CG		\$2.00		Lake Havasu	LH		\$5.00		South Tucson	ST		\$2.00	
Cave Creek	CK		\$20.00		Litchfield Park	LP		\$2.00		Springerville	SV		\$5.00	
Chandler	CH		\$50.00		Mammoth	MH		\$2.00		St. Johns	SJ		\$2.00	
Chino Valley	CV		\$2.00		Marana	MA		\$5.00		Star Valley	SY		\$2.00	
Clarkdale	CD		\$2.00		Maricopa	MP		\$2.00		Superior	SI		\$2.00	
Clifton	CF		\$2.00		Mesa	ME		\$30.00		Surprise	SP		\$10.00	
Colorado City	CC		\$2.00		Miami	MM		\$2.00		Taylor	TL		\$2.00	
Coolidge	CL		\$2.00		Nogales	NO		\$25.00		Tempe	TE		\$50.00	
Cottonwood	CW		\$2.00		Oro Valley	OR		\$12.00		Thatcher	TC		\$2.00	
Dewey/Humboldt	DH		\$2.00		Page	PG		\$2.00		Tolleson	TN		\$2.00	
Douglas	DL		\$5.00		Paradise Valley	PV		\$2.00		Tombstone	TS		\$1.00	
Duncan	DC		\$2.00		Parker	PK		\$2.00		Tucson	TU		\$45.00	
Eagar	EG		\$10.00		Patagonia	PA		\$25.00		Tusayan	TY		\$2.00	
El Mirage	EM		\$15.00		Payson	PS		\$2.00		Wellton	WT		\$2.00	
Eloy	EL		\$10.00		Peoria	PE		\$50.00		Wickenburg	WB		\$2.00	
Flagstaff	FS		\$46.00		Phoenix	PX		\$50.00		Willcox	WC		\$25.00	
Florence	FL		\$2.00		Pima	PM		\$2.00		Williams	WL		\$2.00	
Fountain Hills	FH		\$2.00		Pinetop/Lakeside	PP		\$2.00		Winkelman	WM		\$2.00	
Fredonia	FD		\$10.00		Prescott	PR		\$25.00		Winslow	WS		\$10.00	
Gila Bend	GI		\$2.00		Prescott Valley	PL		\$2.00		Youngtown	YT		\$10.00	
Gilbert	GB		\$2.00		Quartzsite	QZ		\$2.00		Yuma	YM		\$2.00	
Glendale	GE		50.00		Queen Creek	QC		\$2.00						
Globe	GL		\$2.00		Safford	SF		\$2.00						

Subtotal City License Fees (column 1)	Subtotal City License Fees (column 2)	Subtotal City License Fees (column 3)
\$	\$	\$

AA TOTAL City License Fee(s) (column 1 + 2 + 3)..... \$

	No. of Loc's	Fee per Location	TOTAL
BB TOTAL State License Fee(s): Calculate by multiplying number of business locations by \$12.00		\$12.00	\$

Residential Rental License Fees - Multiply the number of units per locations by \$2.00 (\$50.00 Annual Cap per license).

	No. of Units	No. of Loc's	City Fee
ONLY CHANDLER, PHOENIX, and SCOTTSDALE need to use this section, and NOT the fee chart above, to calculate license fee(s). The amount for each city CANNOT EXCEED \$50.00			
Residential Rental License-Chandler			\$
Residential Rental License-Phoenix			\$
Residential Rental License-Scottsdale			\$

CC TOTAL City Residential Rental License Fees (Add Chandler, Phoenix, & Scottsdale)..... \$

DD TOTAL DUE (Add lines AA + BB + CC)..... \$

- Make check payable to Arizona Department of Revenue.
- Include FEIN or SSN on payment.
- Do not send cash.
- License will not be issued without full payment of fee.

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)

Arizona Department of Revenue

PO Box 29010 - Phoenix, AZ 85038-9010
For assistance out of state or in the Phoenix area: (602) 255-2060 or
Statewide, toll free area codes 520 and 928: (800) 843-7196

TPT-2 return is due the 20th day of the month following the month in which the transactions were conducted

[Empty box for taxpayer information]

TAXPAYER INFORMATION

AMENDED RETURN FINAL RETURN (Cancel License) CHECK HERE AND SIGN BELOW IF YOU HAVE NO GROSS RECEIPTS TO REPORT

BUSINESS NAME		
C/O		
MAILING ADDRESS		
CITY	STATE	ZIP CODE
<input type="checkbox"/> ADDRESS CHANGED (MAILING ADDRESS ONLY)	BUSINESS PHONE NUMBER	

TAXPAYER IDENTIFICATION NUMBER <input type="checkbox"/> SSN <input type="checkbox"/> EIN	
LICENSE NUMBER	
PERIOD BEGINNING M M D D Y Y Y Y	PERIOD ENDING M M D D Y Y Y Y
REVENUE USE ONLY. DO NOT MARK IN THIS AREA	
POSTMARK DATE	RECEIVED DATE

AA NET AZ/COUNTY TAX (PAGE 2, LINE MM, COLUMN (M)).....

BB NET CITY TAX (PAGE 3, LINE RR, COLUMN (M))

CC NET TAX DUE ON THIS RETURN (LINE AA + LINE BB = LINE CC).....

DD TPT ESTIMATED PAYMENTS TO BE USED ON THIS RETURN (JUNE RETURN ONLY, DUE IN JULY).....

EE TAX DUE NET OF TPT ESTIMATED PAYMENTS (LINE CC - LINE DD = LINE EE).....

FF TOTAL AMOUNT REMITTED WITH THIS RETURN.....

\$

NOTE: A TRANSACTION DETAIL PAGE IS REQUIRED OR THE RETURN WILL NOT PROCESS CORRECTLY AND PENALTIES MAY APPLY.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

The taxpayer designates the individual listed below as the person to contact to schedule an audit of this return and authorize the disclosure of confidential information to this individual.

TAXPAYER PRINTED NAME _____

TAXPAYER SIGNATURE _____ DATE _____

TAXPAYER PHONE NO. _____ TITLE _____

PAID PREPARER'S SIGNATURE (OTHER THAN TAXPAYER) _____

PAID PREPARER'S TIN _____ PAID PREPARER'S PHONE NO. _____

PLEASE MAKE CHECK PAYABLE TO ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)

LICENSE NUMBER: _____

PAGE 2 OF _____

STATE (AZ) /COUNTY TRANSACTION DETAIL (See Table 1 on the Tax Rate Table, www.azdor.gov)

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
	REG. CODE	NAME OF REGION	BUS. CODE	DESC. OF BUS. ACTIVITY	GROSS RECEIPTS	DEDUCTIONS FROM SCHEDULE A	(F) - (G) = (H) NET TAXABLE	AZ / COUNTY TAX RATE	(H) X (I) = (J) TOTAL TAX	ACCTNG CREDIT RATE	(H) X (K) = (L) ACCOUNTING CREDIT	(J) - (L) = (M) AZ/COUNTY TAX DUE
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
GG SUBTOTAL												
HH TOTALS FROM ADDITIONAL AZ/COUNTY PAGE(S)												
II TOTAL (LINE GG + LINE HH = LINE II)												
JJ EXCESS TAX COLLECTED												
KK EXCESS TAX ACCOUNTING CREDIT: (SEE INSTRUCTIONS)												
LL NET AZ/COUNTY EXCESS TAX COLLECTED (LINE JJ, COLUMN (M) - LINE KK, COLUMN (M))												
MM NET AZ/COUNTY TAX (LINE II, COLUMN (M) + LINE LL, COLUMN (M))												

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

(A) LOC. CODE	(B) CITY CODE	(C) NAME OF CITY	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) CITY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K)	(L) CITY CREDIT	(M) (J) - (L) = (M) CITY TAX DUE
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
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16												
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19												
20												
21												
22												
23												
24												
25												
NN	CITY SUBTOTAL											
OO	CITY SUBTOTALS FROM ADDITIONAL CITY PAGE(S)											
PP	CITY TOTAL (LINE NN + LINE OO = LINE PP)											
QQ	CITY EXCESS TAX COLLECTED											
RR	NET CITY TAX (LINE PP, COLUMN (M) + LINE QQ, COLUMN (M))											

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)
 ADDITIONAL TRANSACTIONS

LICENSE NUMBER: _____ PAGE 2A OF _____

STATE (AZ) /COUNTY TRANSACTION DETAIL (See Table 1 on the Tax Rate Table, www.azdor.gov)

(A)	(B) REG. CODE	(C) NAME OF REGION	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) AZ / COUNTY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K) ACCTNG CREDIT RATE	(L) (H) X (K) = (L) ACCOUNTING CREDIT	(M) (J) - (L) = (M) AZ/COUNTY TAX DUE
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
AZ/COUNTY SUBTOTAL					\$	\$					\$	\$

ADD SUBTOTALS OF AZ/COUNTY ADDITIONAL TRANSACTIONS TO THE 2ND PAGE OF RETURN

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)
ADDITIONAL TRANSACTIONS

LICENSE NUMBER: _____

PAGE 3A OF _____

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

(A) LOC. CODE	(B) CITY CODE	(C) NAME OF CITY	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS FROM SCHEDULE A	(H) (F) - (G) = (H) NET TAXABLE	(I) CITY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K)	(L) CITY CREDIT	(M) (J) - (L) = (M) CITY TAX DUE
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
CITY SUBTOTAL					\$	\$					\$	\$

ADD SUBTOTALS OF CITY ADDITIONAL TRANSACTIONS TO THE 3RD PAGE OF RETURN

TPT-2 – SCHEDULE A DEDUCTIONS – STATE/COUNTY
TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX

LICENSE NUMBER: _____

Page ____ of ____

STATE (AZ) /COUNTY DEDUCTIONS DETAIL

(A)	(B) REGION CODE	(C) BUSINESS CODE	(D) DEDUCTION CODE	(E) DEDUCTION AMOUNT	(F) DESCRIPTION OF DEDUCTION CODE
1				\$	
2				\$	
3				\$	
4				\$	
5				\$	
6				\$	
7				\$	
8				\$	
9				\$	
10				\$	
11				\$	
12				\$	
13				\$	
14				\$	
15				\$	
16				\$	
17				\$	
18				\$	
19				\$	
20				\$	
21				\$	
22				\$	
23				\$	
24				\$	
25				\$	
26				\$	
27				\$	
28				\$	
29				\$	
30				\$	
31				\$	
32				\$	
33				\$	
34				\$	
35				\$	
AA SUBTOTAL OF DEDUCTIONS.....				\$	
BB DEDUCTION TOTALS FROM ADDITIONAL AZ/COUNTY PAGE(S) ...				\$	
CC TOTAL DEDUCTIONS (LINE AA + LINE BB = LINE CC).....				\$	

TOTAL MUST EQUAL TOTAL ON PAGE 2, LINE II, COLUMN G

FINAL

**TPT-2 – SCHEDULE A DEDUCTIONS – CITY
TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX**

LICENSE NUMBER: _____

Page _____ of _____

CITY DEDUCTIONS DETAIL

	(A) LOCATION CODE	(B) CITY CODE	(C) BUSINESS CODE	(D) DEDUCTION CODE	(E) DEDUCTION AMOUNT	(F) DESCRIPTION OF DEDUCTION CODE
1					\$	
2					\$	
3					\$	
4					\$	
5					\$	
6					\$	
7					\$	
8					\$	
9					\$	
10					\$	
11					\$	
12					\$	
13					\$	
14					\$	
15					\$	
16					\$	
17					\$	
18					\$	
19					\$	
20					\$	
21					\$	
22					\$	
23					\$	
24					\$	
25					\$	
26					\$	
27					\$	
28					\$	
29					\$	
30					\$	
31					\$	
32					\$	
33					\$	
34					\$	
35					\$	
AA	SUBTOTAL OF DEDUCTIONS.....				\$	
BB	DEDUCTION TOTALS FROM ADDITIONAL CITY PAGE(S).....				\$	
CC	TOTAL DEDUCTIONS (LINE AA + LINE BB = LINE CC).....				\$	
TOTAL MUST EQUAL TOTAL ON PAGE 3, LINE PP, COLUMN G						

FINAL



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/4/2019

Meeting Type: Special 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): PUBLIC HEARING regarding RESOLUTION 2019-24, approving the Final Budget for the Town of Fountain Hills for the fiscal year beginning July 1, 2019, and ending June 30, 2020. CONSIDERATION of RESOLUTION 2019-24 of the Mayor and Council of the Town of Fountain Hills, Arizona, APPROVING the Final Budget 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 and a budget open house was held during April 2019; the Tentative Budget was approved on May 7, 2019, which established the maximum expenditure amount for all funds at \$32.6M and estimated revenues of \$26.9M. Resolution 2019-24 adopts the adjusted Tentative Budget as the Final Budget for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

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): [Click or tap here to enter text.](#)

Staff Recommendation(s): Approve

List Attachment(s): Resolution 2019-24

SUGGESTED MOTION (for Council use): Move to approve RESOLUTION 2019-24.

Prepared by:

NA _____ 5/21/2019

Director's Approval:



Craig Rudolph, Finance Director _____ 5/21/2019

Approved:



Grady E. Miller, Town Manager _____ 5/21/2019

RESOLUTION 2019-24

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, APPROVING THE FINAL BUDGET FOR THE TOWN OF FOUNTAIN HILLS FOR THE FISCAL YEAR BEGINNING JULY 1, 2019, AND ENDING JUNE 30, 2020

RECITALS:

WHEREAS, in accordance with the provisions of Title 42, Chapter 17, Arizona Revised Statutes (the "Applicable Law"), the Mayor and Council of the Town of Fountain Hills (the "Town Council") did, on May 7, 2019, prepare (i) a full and complete statement of the Town's financial affairs for the preceding fiscal year, (ii) an estimate of the different amounts that will be required to meet the Town's public expense for the current fiscal year, including all of the items prescribed by ARIZ. REV. STAT. § 42-17102 and (iii) a summary schedule of estimated expenditures and revenues, which was prepared according to forms supplied by the Auditor General and entered in the Town Council's minutes; and

WHEREAS, in accordance with the Applicable Law, and following due public notice, the Town Council met on May 7, 2019, at which meeting any taxpayer was provided the opportunity to appear and be heard in favor of or against any proposed expenditure or tax levy; and

WHEREAS, publication has been duly made as required by law, of said estimates together with a notice that the Town Council would meet on June 4, 2019, at the Fountain Hills Town Council Chambers, for the purpose of hearing taxpayers and with respect to said estimate or any proposed expenditure or tax levy.

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 budget of the Town of Fountain Hills, Arizona, for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

SECTION 3. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, June 4, 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 2019-24

[Budget Statements and Schedules]

See following pages.

OFFICIAL BUDGET FORMS
TOWN OF FOUNTAIN HILLS
Fiscal Year 2020

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	S c h	FUNDS								
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds	
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								
2020										0
2020			2,915,640							2,915,640
2020										0
2020										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	\$ <u>1,986,373</u>	\$ <u>1,674,485</u>
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	\$ <u>1,986,373</u>	
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	<u>0.4257</u>	<u>0.3382</u>
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating <u>two (2)</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

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

TOWN OF FOUNTAIN HILLS
Revenues Other Than Property Taxes
Fiscal Year 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
	\$ 3,543,458	\$ 3,543,458	\$ 3,526,902
Downtown Strategy Fund			
Sales-Excise Tax	\$ 79,607	\$ 79,607	\$ 81,968
Interest	1,260	1,260	1,260
	\$ 80,867	\$ 80,867	\$ 83,228
Economic Development Fund			
Sales-Excise Tax	\$ 318,425	\$ 318,425	\$ 327,871
Interest	240	240	240
	\$ 318,665	\$ 318,665	\$ 328,111
Grants			
Miscellaneous	\$ 338,800	\$ 338,800	\$ 1,582,525
	\$ 338,800	\$ 338,800	\$ 1,582,525
Public Art			
In-Lieu Fees	\$ 15,000	\$ 15,000	\$ 100,000
Interest	240	240	240
	\$ 15,240	\$ 15,240	\$ 100,240
Court Enhancement Fund			
Court Enhancement/JCEF Revenue	\$ 52,000	\$ 52,000	\$ 49,000
Grants			100,000
Interest	240	240	840
	\$ 52,240	\$ 52,240	\$ 149,840
Cottonwoods Maintenance District			
Cottonwoods Maintenance District	\$ 6,642	\$ 6,642	\$ 6,642
Interest	72	72	72
	\$ 6,714	\$ 6,714	\$ 6,714
Tourism Fund			
Grants	\$ 83,000	\$ 83,000	\$ 90,000
Interest	180	180	180
	\$ 83,180	\$ 83,180	\$ 90,180
Environmental Fund			
Environmental Fee	\$ 493,668	\$ 493,668	\$ 491,976
Interest	1,800	1,800	2,400
	\$ 495,468	\$ 495,468	\$ 494,376
Total Special Revenue Funds	\$ 4,934,632	\$ 4,934,632	\$ 6,362,116

* 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	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
	2019	2019	2019	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	<u>67.82</u>	<u>\$ 4,102,670</u>	<u>\$ 395,972</u>	<u>\$ 451,134</u>	<u>\$ 188,494</u>	<u>\$ 5,138,270</u>



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/4/2019

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 2019-26 adopting and establishing the 2019-20 Budget Implementation Policy and approving the Town Organization Charts, the 2019-20 Pay Plan, the Schedule of Authorized Positions, the updated Employee Job Descriptions and the 2019-20 Comprehensive Fee Schedule.

Applicant:

Applicant Contact Information:

Owner:

Owner Contact Information:

Property Location:

Related Ordinance, Policy or Guiding Principle:

Staff Summary (background): Resolution 2019-26 establishes certain budget policies and procedures governing the expenditures and determinations of budget for the various departments and programs, supplementing budget adoption Resolution 2019-24. This Resolution is necessary to provide for a more consistent and uniform administration of the Town funds and to maximize savings of funds. Staff is also requesting that the Council review and approve the latest Organization Chart, Pay Plan, Schedule of Authorized Positions along with associated Employee Job Descriptions and the Comprehensive Fee Schedule.

Risk Analysis (options or alternatives with implications):

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

Budget Reference (page number): pp 416-443

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 2019-26

SUGGESTED MOTION (for Council use): Move to approve RESOLUTION 2019-26.

Prepared by:

NA _____ 5/21/2019

Director's Approval:


Craig Rudolphy, Finance Director _____ 5/21/2019

Approved:


Grady E. Miller, Town Manager _____ 5/21/2019

RESOLUTION 2019-26

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, ADOPTING AND ESTABLISHING THE 2019-20 BUDGET IMPLEMENTATION POLICY AND APPROVING THE TOWN ORGANIZATION CHARTS, THE 2019-20 PAY PLAN, THE SCHEDULE OF AUTHORIZED POSITIONS, THE EMPLOYEE JOB DESCRIPTIONS AND THE 2019-20 COMPREHENSIVE FEE SCHEDULE

RECITALS:

WHEREAS, the Mayor and Council of the Town of Fountain Hills (the "Town Council"), pursuant to ARIZ. REV. STAT. § 9-240 (B)(2), is vested with the power to determine the budgets of all Town departments; and

WHEREAS, the Town Council, in order to provide for consistent and uniform administration of the Town's monies and to maximize savings of funds by monitoring expenditures, has determined it necessary to adopt a budget implementation policy for the FY 2019-20 Town Budget (the "2019-20 Budget Policy") governing the expenditures within the FY 2019-20 Town of Fountain Hills budget; and

WHEREAS, pursuant to Subsection 3-1-1(H)(3) of the Town Code, the Town Council must approve the organization charts and job descriptions for employees of the Town.

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 Town Council hereby adopts the 2019-20 Budget Policy in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Town Council hereby approves and authorizes (i) the Town of Fountain Hills Organization Charts, (ii) the 2019-20 Pay Plan, (iii) the Schedule of Authorized Positions and (iv) the Employee Job Descriptions, all in substantially the form and substance attached hereto as Exhibit B and incorporated herein by reference.

SECTION 4. The Town Council hereby approves the 2019-20 Comprehensive Fee Schedule, effective July 1, 2019, in the form attached hereto as Exhibit C and incorporated herein by reference.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, June 4, 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 2019-26

[2019-20 Budget Implementation Policy]

See following pages.

TOWN OF FOUNTAIN HILLS
2019-20 BUDGET IMPLEMENTATION POLICY

1. Definitions. The following definitions shall apply for purposes of this policy.
 - A. “Budget Unit” is a Town department as designated on the Town’s organization chart, including the Town Municipal Court.
 - B. “Capital Expenditures” are those capital expenditures exceeding \$50,000 that require the approval of the Town Manager and Town Council.
 - C. “Contingency” appropriation used for unforeseen emergency and critical needs when current budget appropriation is inadequate.
 - D. “Fund” is a fiscal and accounting mechanism with a self-balancing set of accounts recording cash and financial resources.

2. Transfer of Funds.
 - A. Transfers within a Fund. After adoption of the fiscal budget by the Town Council, any Budget Unit has the authority to reprogram funds within its department’s line items. These departments of the budget will be controlled by bottom line total only. Transfers between General Fund departments are allowed with the approval of the Department Director, Finance Director, Town Manager and Town Council according to the standards set forth in ARS §42-17106. A report of each transfer will approved by the Department Director and submitted to the Finance Division through the financial accounting system for processing; final approval shall be vested with the Town Manager, whose decision shall be final and conclusive.
 - B. Transfers between Funds. After adoption of the fiscal budget by the Town Council, any budgetary transfer between Funds will require approval or ratification of each transfer by the Town Council. Prior to any transfer, the Department must provide sufficient documentation to the Town Manager and the Town Council that funding exists.
 - C. Reprogramming of Wages. No funds may be reprogrammed to or from the “wages” section of the Budget Unit’s adopted budget without consultation with and approval by the Town Manager. The requesting Department Director must submit a memorandum and any necessary supporting documentation to the Town Manager; the Town Manager will notify the Finance Division of approved transfers of funds from the “wages” section of the budget.
 - D. Reprogramming of Capital Funds. No funds may be reprogrammed to or from the “capital expenditures” section of the Budget Unit’s adopted budget without consultation with and approval by the Town Manager and

ratification by the Town Council. The requesting Department Director must submit a memorandum and any necessary supporting documentation to the Town Manager. If approved by the Town Council, the Town Manager will notify the Finance Division of the reprogrammed funds.

E. Carryover Appropriations. The Finance Division may approve appropriation transfers for carried over operating/capital items (i.e., IT infrastructure, equipment, vehicles and facility improvements) if the Town Council previously appropriated the operating/capital item in a prior fiscal year. All carryover appropriation transfers must be submitted to the Town Council for ratification; all carryover appropriation transfers shall be reflected in the appropriate budget reports.

3. Expenditure Restrictions.

A. Budget Hold for Prior Exceedance. Any General Fund Budget Unit that exceeded its budget in the prior fiscal year may be subject to immediate budget hold status in the current fiscal year. However, if a Budget Unit exceeded its budget in the prior fiscal year due to a one-time emergency purchase, and proof of such an emergency (in a form acceptable to the Town Manager) can be shown, the budget hold status will be removed.

B. Remedies for Budget Exceedance. Once a Budget Unit has exceeded its expenditure limitation, the Finance Division shall notify the Budget Unit, in writing, that the appropriate expenditure limit has been exceeded. The Budget Unit must then consult and reach an agreement with the Finance Division and the Town Manager regarding the remedies available to either restore spending to a level approved in the budget for the balance of the fiscal year or to request additional funds as set forth in Subsection 3(C) below.

C. Requests for Additional Funds. When additional funds from other sources are requested, the Finance Division and Town Manager must concur before the Budget Unit may expend the additional funds. If the expenditure of additional funds will require a fund transfer, the recommendation shall be forwarded to the Town Council for approval. Any Budget Unit that has exceeded its limitations shall submit an expenditure reduction program to the Town Manager through the Finance Division as part of any request for additional expenditures. The expenditure reduction program shall include, but not be limited to, consideration of reductions in force of budgeted and authorized positions, termination of all travel expenditures, suspension or termination of contracts and such other expenditure reductions as the Budget Unit deems appropriate.

4. Fund Balance. All budget considerations, including expenditure of appropriated funds, shall adhere to the Town of Fountain Hills Financial Policies, Amended and Restated April 6, 2017, or the most recent version of later-adopted editions of

such financial policies.

5. Fiscal Priorities. The 2019-20 budget is intended to implement the Town Council's top fiscal priorities.

6. Positions.

A. General Provisions.

- (1) Section 3-1-1 of the Town Code states that the Town Manager shall be the administrative officer of the Town government and may appoint and, when necessary, suspend or remove all employees of the Town, except those officers appointed by the Town Council. All appointments and removals shall be based upon merit and upon the qualifications and disqualifications of such employee without regard to any political belief or affiliation; prior to any creation, combination, consolidation or deletion of any positions of employment, written job descriptions or amendments thereto shall have been approved by the Town Council.
- (2) All requests for new positions or reclassification of existing positions, regardless of the funding source, must be approved by the Town Council. Reclassification of existing positions (filled and vacant) should include justification of why budget savings, including savings from deleted positions, should be used to create new positions and how the position will align/impact Town strategic priorities and departmental goals. Departments must submit their requests to Administrative Services; Administrative Services will review job description and salary information prior to forwarding information to the Town Manager. The Town Manager will review and recommend/deny the position for approval by the Town Council.
- (3) Intergovernmental agreements, grants, etc. that require/authorize additional positions must be approved by the Town Council. The position and the budgetary impact must be fully disclosed to Administrative Services and the Finance Division, which shall be responsible for analyzing the input and presenting such analysis to the Town Council in conjunction with any request for approval as part of an intergovernmental agreement, grant, or other agreement.
- (4) All authorized positions must be fully funded by the General Fund, a Special Revenue Fund, or a grant. If a position becomes unfunded or under-funded by its original funding source, it must be fully funded immediately from other sources or eliminated. An under-funded position is a position for which a department/funding source has only 1% to 99% of the funding required to support it on an annualized basis. If eliminating unfunded or under-funded

positions results in a Reduction in Force, the Administrative Services Director shall prepare a layoff plan for approval by the Town Manager.

- B. Fiscal Year 2019-20 Authorized Positions. The following lists position revisions:

Salary and Job Description Reclassification:

- Part-time Senior Services Activities Assistant reclassified to part-time Senior Services Activities Coordinator
- Part-time Home Delivered Meals Coordinator reclassified to part-time Senior Services Activities Coordinator
- Groundskeeper II reclassified to Park Operations Lead
- Administrative Services Director reclassified to Deputy Town Manager / Administrative Services Director
- Part-time Civil Plans Examiner reclassified to Part-time Assistant Town Engineer in the Public Works division and position is increased from .5 full-time equivalent to .63 full-time equivalent

Added Positions:

- One Code Enforcement Officer added at the hourly pay range of \$22.23 - \$31.79
- One Senior Building Inspector added at the hourly pay range of \$28.58 - \$40.87
- One Procurement Officer added at the yearly salary range of \$61,140 - \$87,430
- One part-time Accounting Clerk added at the hourly pay range of \$17.61 - \$25.18
- One Street Maintenance Technician added at the hourly pay range of \$19.02 - \$27.20

Other Changes:

- Information Technology division moved to Administrative Services from Finance
- Creation of a temporary Revenue Collections Specialist position
- Minor edits to job descriptions

The schedule of authorized positions, pay plan, Town organization charts and updated job descriptions are attached as Exhibit B to the Town Council Resolution that adopts this Policy (Resolution 2019-26).

7. Hiring Freeze. There is no hiring freeze in effect for FY 2019-20, and positions that become vacant may be filled if the Town Manager determines that it is in the best interests of the Town to do so.
8. Salary Adjustment. Salary Adjustments will be effective beginning with the first full pay period after July 1, 2019, as follows:

- A. Individual Salaries. All Town of Fountain Hills employees, except those with individual employment contracts, shall receive a 2.0% increase beginning with the first full pay period after July 1, 2019. All Town of Fountain Hills employees, except those with individual employment contracts, shall receive an additional 1.5% increase beginning with the first full pay period after January 1, 2020. In the case of individual employment contracts, the terms of the contract will be administered.
 - B. Pay Ranges. The pay ranges for all Fountain Hills exempt & non-exempt employees are increased by 2.0% effective with the first full pay period after July 1, 2019; and an additional 1.5% effective with the first full pay period after January 1, 2020.
 - C. Reconciliation to New Pay Ranges. After the adjustments made in accordance with Subsection 8(A) and (B) above, any employees with salaries not meeting the range minimum shall be increased to the lowest pay in their newly adjusted pay ranges, except for those employees with individual employment contracts. In the case of employees with individual employment contracts, the terms of the contract will be administered.
9. Comprehensive Fee Schedule. The Comprehensive Fee Schedule is adopted by the Town Council and authorizes the fees for fiscal year 2019-20. In addition, the Community Services Department charges fees for classes and recreational activities that are not listed in the Fee Schedule. Those fees are established by the Community Services Director and are based on instructor cost, class size, program materials needed, and other related costs. The range for these fees is no cost up to \$550.
 10. Contingency Appropriation. The purpose of a Contingency appropriation is to maintain a reserve of expenditure authority from which specific amounts can be transferred to other appropriated budgets after adoption of the annual budget to cover emergency or critical items if there are sufficient revenues to do so. Contingency appropriations will be established within the General Government budget for general purposes or in other funds reserved for specific issues. All requests for General Government Contingency must be submitted to the Town Manager for review. If the Contingency expenditure exceeds the Town Manager's purchasing authority, the Town Council must approve or ratify all transfers from Contingency appropriations.
 11. Tax Levy. The Town's secondary property tax levy is exclusively for the annual debt service payment on General Obligation bonds issued and approved by the voters; the annual levy is based on the annual debt payment divided by the entire community's primary net assessed valuation multiplied by 100. An allowance for delinquency factor is included in the calculation (usually 1% or 2%). The Town does not have a primary property tax.
 12. Budget Adoption. This budget is being adopted by the Town Council at a fund level. Each fund is a fiscal and accounting mechanism with a self-balancing set

of accounts recording cash and other financial resources. The department level budget detail that is contained within the financial system is designed and used wholly as a management tool for the individual departments. A sub-fund may also be created to track a specific project or goal and is used as a tool for management purposes. A sub-fund would be an extension of a major fund such as a project fund.

13. Vehicles/Equipment and Infrastructure Projects. The Town Council will approve specific positions, vehicles, equipment and facility infrastructure projects as part of the fiscal year 2019-20 budget. Additional funding requested during the fiscal year must be submitted to the Town Council for approval or ratification.
 - A. Mid-year Requests. All mid-year General Fund vehicle and equipment requests that exceed \$10,000 and capital items (account series 8000) must be approved by the Finance Director. Approval is required when using existing resources or requesting additional resources. Requests shall be made in writing to the Finance Director, who shall grant or deny the request. If denied, a request for reconsideration may be presented to the Town Manager, whose decision is final.
 - B. Infrastructure Requests over \$50,000. All infrastructure project requests that exceed \$50,000, regardless of the funding source, must be submitted to the Finance Division for review prior to forwarding information to the Town Manager. The Town Manager will recommend the project for approval by the Town Council.
 - C. Capital Improvement Program/Vehicle Replacement Program. The Programs' Policy and Procedures as contained in the Adopted Budget book have been approved by Town Council and outline the procedures that should be followed in administering each individual program.

EXHIBIT B
TO
RESOLUTION 2019-26

[Organization Charts, 2019-20 Pay Plan, Schedule of Authorized Positions, and
Employee Job Descriptions]

See following pages.



Job Title: Accounting Clerk

Department: Administration

Immediate Supervisor: Town Clerk and Deputy Town Manager/Administrative Services Director

FLSA Status: Non-Exempt

BRIEF DESCRIPTION OF THE JOB:

Performs general clerical and accounting functions and other general support for the assigned functional areas such as payroll, accounts payable, records management, public records, accounts receivable, cash management, etc. Provides clerical support for the Town Clerk’s office and Administrative Services/Human Resources. Incumbents are required to exercise good judgment in handling sensitive information and maintaining confidentiality.

ESSENTIAL FUNCTIONS:

This information is intended to be descriptive of the key responsibilities of the position. The following examples do not identify all duties performed by any single incumbent.

Physical Strength Code		ESSENTIAL FUNCTIONS
1	S	Processes bi-weekly employee payroll. Prepares manual checks when required. Processes court-related support orders and garnishments. Review and compare compensation and benefit information against pay records to ensure accuracy; be a resource to staff on an on-going basis responding to questions related to the payroll process; respond to payroll-related audit requests. Ensures Town compliance with year-end employee W-2 processing, accuracy, and distribution. Researches and processes monthly employee benefit invoices. Reconciles employee benefit withholdings.
2	S	Assists with employee programs and special events such as annual benefits open enrollment / benefits fair, employee appreciation functions, staff training workshops, etc.
3	S	Provides clerical assistance for a variety of Town Clerk functions including maintenance of both active and inactive records in various records management systems such as the Laserfiche records management document imaging system. Maintains records, files, and assists with archiving and records destruction schedules. Assists with meeting minutes, elections, public records requests, agenda postings and preparation, customer service, and various other duties that follow the procedures established in the Town Clerks office.

4	S	May occasionally assist with coverage at customer service front desk as a backup when necessary. Answers inquiries or directs phone calls to appropriate parties throughout the Town. Demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively to provide quality seamless customer service
5	S	Verifies transactions and complies with policies and procedures. Collects, prepares and coordinates computer data that relates to payroll and vendor invoices. Schedules payments according to vendor terms, and optimizes the use of discounts. Creates and maintains vendor files in system. Reconciles monthly vendor statements. Processes vendor credits
6	S	Performs other duties as needed and assigned.

* See page 3 – Overall Physical Strength Demands

JOB REQUIREMENTS:

JOB REQUIREMENTS	
Formal Education / Knowledge	Work requires knowledge of a specific vocational, administrative, or technical nature which may be obtained with six months/one year of advanced study or training past the high school equivalency. Junior college, vocational, business, technical or correspondence schools are likely sources.
Experience	A minimum of one year accounting experience. Must be computer literate. Knowledge of Microsoft Word, Microsoft Excel, Access, ActiveNet, Laserfiche, as well as payroll systems such as ADP, Paychex, and MUNIS preferred.
Certifications and Other Requirements	
**	Equivalent combinations of experience and training that meet the minimum qualifications may be substituted.
Reading	Work requires the ability to read and comprehend complex written documents such as administrative guidelines, records retention policies, payroll reports and benefit documents, accounting guidelines, and various legal agreements.
Math	Work requires the ability to perform general math calculations rapidly and accurately such as addition, subtraction, multiplication, division. Ability to calculate and apply percentages, decimals and fractions is also required.
Writing	Work requires the ability to produce written documents with clearly organized thoughts using proper English sentence construction, punctuation, and grammar.
Managerial	Job has no responsibility for the direction or supervision of others but may provide advice/direction to an employee with less experience/skill or tenure.
Budget Responsibility	Job has no responsibility for budget allocations.
Supervisory / Organizational Control	None
Complexity	Work requires analysis and judgment in accomplishing diversified duties. Work requires the exercise of independent thinking within the limits of policies, standards, and precedents.
Interpersonal / Human Relations Skills	In addition to the sharing of information, interactions at this level may also include providing advice to others outside direct reporting relationships on specific problems or general policies/procedures. In many of the interactions, contacts may require the consideration of different points of view to reach agreement. Elements of persuasion may be necessary to gain cooperation and acceptance of ideas. Incumbents are required to exercise good judgment in handling sensitive information and maintaining confidentiality.

OVERALL PHYSICAL STRENGTH DEMANDS:

<input checked="" type="checkbox"/> Sedentary	<input type="checkbox"/> Light	<input type="checkbox"/> Medium	<input type="checkbox"/> Heavy	<input type="checkbox"/> Very Heavy
S=sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L=Light Exerting up to 20 lbs. occasionally, 10lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	M=Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	H=Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH=Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs
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This is a description of the way this job is currently performed; it does not address the potential for accommodation.

PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION
Standing	O	Filing, making copies, and faxing
Sitting	C	Deskwork
Walking	O	To and from office equipment, mailroom, and other departments
Lifting	R	Files, boxes, and books
Carrying	O	Files, office supplies, books, and boxes
Pushing/Pulling	R	File boxes
Reaching	F	For supplies, files, mail slots, telephone
Handling	C	Paperwork
Fine Dexterity	F	Computer keyboard, calculator, telephone keypad, writing
Kneeling	O	Filing in lower drawers
Crouching	O	Filing in lower drawers
Crawling	N	N/A
Bending	O	Filing in lower drawers
Twisting	F	From computer to other desk areas
Climbing	R	Ladder to reach files, stairs
Balancing	R	While on ladder reaching for files
Vision	C	Reading, computer monitor
Hearing	C	Communicating with the public and personnel both in person and on the phone
Talking	F	Communicating with the public and personnel both in person and on the phone
Foot Controls	N	N/A

MACHINES, TOOLS, EQUIPMENT, AND WORK AIDS:

Calculator, copier, fax machine, telephone, typewriter, printer, general office supplies, computer and related software such as MIP, Tyler, Access, Outlook and Excel

ENVIRONMENTAL FACTORS:

D = Daily	W = Several Times Per Week	M = Several Times Per Month	S = Seasonally	N = Never
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HEALTH AND SAFETY		ENVIRONMENTAL FACTORS	
Mechanical Hazards	N	Extreme Temperatures	N
Chemical Hazards	N	Noise and Vibration	N
Electrical Hazards	N	Wetness/Humidity	N
Fire Hazards	N	Respiratory Hazards	N
Explosives	N	Physical Hazards	N
Communicable Diseases	N		
Physical Danger or Abuse	N		
Other (see 1 Below)			

PRIMARY WORK LOCATION	
Office Environment	X
Warehouse	
Shop	
Vehicle	
Outdoors	
Recreation Center	
Other (see 2 Below)	

- (1)
- (2)

PROTECTIVE EQUIPMENT REQUIRED:

None

NON-PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs
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NON-PHYSICAL DEMANDS	
Time Pressures	F
Emergency Situations	R
Frequent Change of Tasks	O
Irregular Work Schedule/Overtime	R
Performing Multiple Tasks Simultaneously	O
Working Closely with Others as Part of a Team	F
Tedious or Exacting Work	F
Noisy/Distracting Environment	R
Other (see 3 below)	

- (3)



Job Title: Assistant Town Engineer

Department: Public Works

Immediate Supervisor: Public Works Director

FLSA Status: Exempt

BRIEF DESCRIPTION OF THE JOB:

Performs various functions within the Engineering division including review and comment of engineering reports and plans for new development within the Town, review of CIP projects, updating Town engineering standards, assistance in the design of Town infrastructure and coordinating with other departments within the Town. Assists and acts as Town Engineer as delegated. Performs residential and commercial plan reviews by applying knowledge of applicable codes, ordinances and standards. Writes letters, interprets codes, and coordinates reviews with other Town departments. Provides direction to the public, architects, engineers, developers and contractors regarding Town development and permitting processes.

ESSENTIAL FUNCTIONS:

This information is intended to be descriptive of the key responsibilities of the position. The following examples do not identify all duties performed by any single incumbent.

Physical Strength Code		ESSENTIAL FUNCTIONS
1	L	Assists the Town Engineer in planning, directing, coordinating, and managing general engineering, traffic engineering, development, construction, utilities and environmental compliance, in accomplishing the Town's objectives.
2	L	Reviews and comments on construction improvement plans and reports for water, sewer, reclaimed water, paving, landscape, street light, traffic signal, signing & striping, grading & drainage, fire line, and storm water pollution prevention. Ensures these documents comply with applicable zoning codes, ordinances, standards, and amendments governing uniform construction.
2	S	Prepares and maintains records of plan reviews, and enters project data into the Town's tracking system. May assist with the development, maintenance, and training in the use of electronic plan review software.
3	L	Approves or denies plans, reports, and encroachment permits related to infrastructure not limited to water, sewer, stormwater systems, streets, etc. Signs off on and if necessary obtains additional signatures as required for approved plans and reports.

4	S	Reviews and comments on zoning, site plans, preliminary plats, final plats, parking, lighting, maps of dedication, preliminary and master reports for water, sewer, reclaimed water, traffic, and drainage. Ensures these documents comply with applicable codes, ordinances, and standards. Assists in the review of rezone applications and general plan amendments.
5	S	Assists and acts as Town Engineer as delegated. Assists the Town Engineer in the creation, implementation and maintenance of engineering design standards.
6	L	May attend pre-application meetings and other meetings and provide external customers with guidelines to comply with town standards and ordinances; and presents known issues on projects.
7	S	Works directly with external customers and town staff to resolve potentially challenging situations related to plan and report requirements, permit procedures, status reviews, problem areas, changes needing correction, contractor responsibilities, etc. External customers include the general public, property owners, developers, contractors, engineers, architects, and consultants.
8	S	Performs other related duties as assigned.

* See page 3 – Overall Physical Strength Demands

JOB REQUIREMENTS:

JOB REQUIREMENTS	
Formal Education / Knowledge	Requires a Bachelor's degree in Civil Engineering, or a related field or equivalent years of education and experience. Requires ten (10) years of recent and responsible experience in a civil engineering environment (municipal experience preferred), including supervisory experience. Also requires extensive experience with engineering matters related to land development in a municipal environment including determination of compliance with Town codes and ordinances. Experience in the preparation of project cost estimates, value engineering, construction reviews and inspection procedures is also required.
Experience	Requires ten (10) years of recent and responsible experience in a civil engineering environment (municipal experience preferred), including supervisory experience.
Certifications and Other Requirements	A valid Arizona driver license is required. Registration as an Arizona professional engineer or ability to become registered in Arizona at the soonest available examination date after date of hire with the State of Arizona Board of Technical Registration. ICC (or equivalent) certification (s) related to plans examination is preferred.
**	Equivalent combinations of experience and training that meet the minimum qualifications may be substituted.
Reading	Ability to read and understand general correspondence, technical manuals, codes, construction plans and engineering documents.
Math	Ability to perform basic addition, subtraction, multiplication, division, geometry, and algebra calculations.
Writing	Basic writing skills should include proper use of grammar and structure for the purpose of correspondence and report writing in order to ensure clear communication.
Managerial	None, but may provide advice/direction to an employee with less experience/skill or tenure.
Budget Responsibility	None, but may assist in the monitoring of expenditures throughout the year.
Supervisory / Organizational Control	None
Complexity	Broad application – requires skills and knowledge in approaches and systems, which may affect the design and implementation of programs, solutions for complex issues, and/or processes. Some decision-making abilities may be necessary to apply skills effectively.
Interpersonal / Human Relations Skills	Moderate – Interactions may involve support of controversial positions or the negotiation of sensitive issues or important presentations. Contacts may also involve stressful, negative interactions requiring high levels of tact and the ability to respond to aggressive interpersonal interactions.

OVERALL PHYSICAL STRENGTH DEMANDS:

<input checked="" type="checkbox"/> Sedentary	<input type="checkbox"/> Light	<input type="checkbox"/> Medium	<input type="checkbox"/> Heavy	<input type="checkbox"/> Very Heavy
S=sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L=Light Exerting up to 20 lbs. occasionally, 10lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	M=Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	H=Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH=Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs
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This is a description of the way this job is currently performed; it does not address the potential for accommodation.

PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION
Standing	F	Front counter and job sites
Sitting	F	Desk work, plan review, driving
Walking	F	Office, job sites with un-even terrain
Lifting	O	Plan rolls, files, equipment
Carrying	O	Plan rolls, files, equipment
Pushing/Pulling	R	Doors, chairs, removing debris during investigations
Reaching	O	Filing, plans, conducting field observations
Handling	F	Paper, books, plans
Fine Dexterity	F	Phone, computer
Kneeling	R	Field reviews, inspections, investigations, observations
Crouching	R	Field reviews, inspections, investigations, observations
Crawling	R	Field reviews, inspections, investigations, observations
Bending	R	Field reviews, inspections, investigations, observations
Twisting	R	Field reviews, inspections, investigations, observations
Climbing	O	Stairs ladders, conducting investigations, observations
Balancing	O	Stairs ladders, conducting investigations, observations
Vision	C	Computer, desk work, writing, reading, use of office equipment, observations
Hearing	C	Personal communication, phone, meetings
Talking	C	Personal communication, phone, meetings
Foot Controls	R	Driving

MACHINES, TOOLS, EQUIPMENT, AND WORK AIDS:

Telephone, copier, fax, general office supplies, computer, Microsoft Windows and other standard software, calculator, internet.

ENVIRONMENTAL FACTORS:

D = Daily	W = Several Times Per Week	M = Several Times Per Month	S = Seasonally	N = Never
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HEALTH AND SAFETY		ENVIRONMENTAL FACTORS	
Mechanical Hazards	N	Extreme Temperatures	S
Chemical Hazards	N	Noise and Vibration	S
Electrical Hazards	N	Wetness/Humidity	S
Fire Hazards	N	Respiratory Hazards	S
Explosives	N	Physical Hazards	S
Communicable Diseases	N		
Physical Danger or Abuse	N		
Other (see 1 Below)	Y		

PRIMARY WORK LOCATION	
Office Environment	X
Warehouse	
Shop	
Vehicle	
Outdoors	
Recreation Center	
Other (see 2 Below)	X

- (1) Construction hazards at areas of proposed or ongoing construction
- (2) Areas of proposed or ongoing construction

PROTECTIVE EQUIPMENT REQUIRED:

None

NON-PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs
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NON-PHYSICAL DEMANDS	
Time Pressures	F
Emergency Situations	O
Frequent Change of Tasks	F
Irregular Work Schedule/Overtime	O
Performing Multiple Tasks Simultaneously	F
Working Closely with Others as Part of a Team	F
Tedious or Exacting Work	F
Noisy/Distracting Environment	O
Other (see 3 below)	

- (3)



Job Title: Code Enforcement Officer

Department: Development Services

Immediate Supervisor: Development Services Director

FLSA Status: Non-Exempt

BRIEF DESCRIPTION OF THE JOB:

Performs skilled technical work in enforcing Town Zoning Ordinances and Town code regulations. This position investigates potential violations of technical zoning, environmental, nuisance, building, and other Town codes through office and fieldwork. May perform a wide variety of specialized worker duties for technical field inspections in the enforcement of town codes. This position requires non-traditional work hours including occasional nights, weekends, early mornings, and occasional holidays.

ESSENTIAL FUNCTIONS:

This information is intended to be descriptive of the key responsibilities of the position. The following examples do not identify all duties performed by any single incumbent.

Physical Strength Code		ESSENTIAL FUNCTIONS
1	S	Responds to complaints from the public, orally and in writing. Investigates possible violations of Town property maintenance, nuisance and zoning codes; identifies violations and properties not in compliance and follows up with warning notices and citations to ensure compliance with Town codes. Works with citizens, property and business owners to correct violations
2	L	Performs enforcement and conducts field inspections; inspects assigned areas of the Town to locate and observe violations of Town codes including zoning, nuisance, land disturbance, pools, and health and safety ordinance violations.
3	S	Is proactive and reactive in all matters and areas of code enforcement. Meets with residents to discuss violations, using diplomacy and tact.
4	S	Researches case histories, approval documents, approved blueprints, property ownership records, business licenses, aerial photos, microfiche records, utility records, and other related documents as necessary.
5	S	Provides information to the public, other Town departments, architects, engineers, contractors and interested parties regarding zoning and other regulations, and related departmental programs and policies.
6	S	Prepares cases for court actions, assists the Prosecutor's Office in determining appropriate disposition of outstanding cases and testifies in court. Prepares reports, documents, inspections, issues notices or letters, photographs property conditions and maintains required records. Uses a computer database for reporting and record keeping.

* See page 3 – Overall Physical Strength Demands

JOB REQUIREMENTS:

JOB REQUIREMENTS	
Formal Education / Knowledge	Work requires knowledge of a specific vocational, administrative, or technical nature, which may be obtained with six months/one year of advanced study or training past the high school equivalency. Junior college, vocational, business, technical or correspondence schools are likely sources. Appropriate certification may be awarded upon satisfactory completion of advanced study or training.
Experience	Two years of recent public contact experience, preferably including the application and interpretation of rules and regulations. One year of code enforcement experience preferred.
Certifications and Other Requirements	Possess a valid Arizona Driver's License for a minimum of two years with a good driving record. AACE certification is required within the first year of employment.
**	Equivalent combinations of experience and training that meet the minimum qualifications may be substituted.
Reading	Work requires the ability to read codes and ordinances.
Math	Work requires the ability to perform general math calculations such as addition, subtraction, multiplication and division.
Writing	Work requires the ability to write reports, written recommendations and documentation for non-compliance cases.
Managerial	None
Budget Responsibility	None
Supervisory / Organizational Control	None
Complexity	Work is governed by broad instructions, objectives and policies. Work requires the exercise of considerable initiative and independent evaluative judgment.
Interpersonal / Human Relations Skills	The incumbents in this position contact others within the organization. These contacts may involve similar work units or departments within the Town, which may be involved in decision-making or providing approval or decision-making authority for purchases or projects. In addition, these incumbents work with individuals outside the Town who may belong to professional or peer organizations. Working with various state and federal agencies may also be required of the employee. Vendors and suppliers may also be called upon for information on purchases, supplies or products. Meetings and discussions may be conducted with customers and general public

OVERALL PHYSICAL STRENGTH DEMANDS:

<input checked="" type="checkbox"/> Sedentary	<input type="checkbox"/> Light	<input type="checkbox"/> Medium	<input type="checkbox"/> Heavy	<input type="checkbox"/> Very Heavy
S=sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L=Light Exerting up to 20 lbs. occasionally, 10lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	M=Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	H=Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH=Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs
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This is a description of the way this job is currently performed; it does not address the potential for accommodation.

PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION
Standing	F	During inspections and dealing with the public.
Sitting	F	Deskwork
Walking	F	During inspections
Lifting	O	Tools and equipment
Carrying	O	Files and equipment
Pushing/Pulling	O	Equipment
Reaching	F	Files and telephone work
Handling	C	Paperwork and equipment
Fine Dexterity	O	Computer input
Kneeling	O	During inspections
Crouching	O	During inspections
Crawling	R	During inspections
Bending	F	During inspections
Twisting	O	During inspections
Climbing	O	During inspections
Balancing	O	During inspections
Vision	C	Reading, computer monitor, driving and conducting inspections
Hearing	C	Communications
Talking	F	Communicating with personnel and general public and telephone
Foot Controls	F	Frequent driving and during inspections

MACHINES, TOOLS, EQUIPMENT, AND WORK AIDS:

35 mm digital and Polaroid camera, computer and related software, vehicle

ENVIRONMENTAL FACTORS:

D = Daily	W = Several Times Per Week	M = Several Times Per Month	S = Seasonally	N = Never
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HEALTH AND SAFETY		ENVIRONMENTAL FACTORS	
Mechanical Hazards	N	Extreme Temperatures	S
Chemical Hazards	N	Noise and Vibration	M
Electrical Hazards	N	Wetness/Humidity	S
Fire Hazards	N	Respiratory Hazards	N
Explosives	N	Physical Hazards	M
Communicable Diseases	N		
Physical Danger or Abuse	M		
Other (see 1 Below)			

PRIMARY WORK LOCATION	
Office Environment	X
Warehouse	
Shop	
Vehicle	X
Outdoors	
Recreation Center	
Other (see 2 Below)	

- (1)
- (2)

PROTECTIVE EQUIPMENT REQUIRED:

None

NON-PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs
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NON-PHYSICAL DEMANDS	
Time Pressures	O
Emergency Situations	R
Frequent Change of Tasks	F
Irregular Work Schedule/Overtime	R
Performing Multiple Tasks Simultaneously	F
Working Closely with Others as Part of a Team	C
Tedious or Exacting Work	F
Noisy/Distracting Environment	R
Other (see 3 below)	

- (3)



Job Title: Deputy Town Manager / Administrative Services Director

Department: Administration

Immediate Supervisor: Town Manager

FLSA Status: Exempt

BRIEF DESCRIPTION OF THE JOB:

Incumbents are responsible for broad policy planning and management oversight responsibilities and assisting the Town Manager with all phases of government and may include leadership of one or more departments. Acts for the Town Manager during the Manager's absence. Establishes goals, objectives, policies, procedures and priorities related to Administrative Services. Provides administrative direction for, and/or performs complex management and technical duties for Administrative Services including Human Resources, Risk Management, Purchasing, and Information Technology.

ESSENTIAL FUNCTIONS:

This information is intended to be descriptive of the key responsibilities of the position. The following examples do not identify all duties performed by any single incumbent.

Physical Strength Code		ESSENTIAL FUNCTIONS
1	S	Provides counsel and advice to insure effective management of the Town's human resources through organization planning, recruitment and selection, placement, compensation, classification, employee relations, group benefits administration, safety and training. Ensures compliance with organization's policies and procedures, federal, state, and local laws/regulations. Establishes effective relationships with management throughout the organization in order to provide appropriate support for their activities. Provides information to others as needed in order to fulfill their responsibilities. Participates in relevant professional associations, establishes and maintains appropriate relationships with oversight agencies.
2	S	Assures effective communications with Town management, interprets and explains Federal, state and Town personnel rules and regulations; evaluates and analyzes policies and procedures, and recommends solutions; assures that policies and procedures are administered and interpreted in a fair and consistent manner.
3	S	Provides executive assistance to the Town Manager in daily operations of the organization, and acts for the Town Manager during the Manager's absence. Assists in making decisions related to all facets of municipal government. Represents the Town and Town Manager at various meetings.

4	S	Administers and participates in the development of the Town’s Risk Management Program, attends Loss Control Meetings, evaluates insurance coverage, loss exposure and potential loss in order to determine risks. Serves as the Town’s liaison with consultants and attorneys contracted by the Town to review general liability, claims, and other insurance programs and with other agencies contracted by the Town to investigate claims against the Town.
5	S	Provides supervision, direction, and oversight for the Information Technology and Purchasing divisions.
6	S	Manages special projects; analyzes Town operations; reviews and monitors status reports, and recommends appropriate actions and plan modifications. Establishes priorities and assures program objectives and standards are defined, attained and congruent with the overall goals of the Town.
7	S	Performs other related duties as assigned or required.

* See page 3 – Overall Physical Strength Demands

JOB REQUIREMENTS:

JOB REQUIREMENTS	
Formal Education / Knowledge	Bachelors Degree in Public/Business Administration or related field required. Master's Degree preferred.
Experience	Nine (9) years professional experience in municipal government, including five (5) years supervisory and management experience required.
Certifications and Other Requirements	IPMA-CP or SPHR certification desirable.
**	Equivalent combinations of experience and training that meet the minimum qualifications may be substituted.
Reading	Skill in reading, interpreting, understanding and applying personnel standards and procedures, applicable Federal rules and regulations, and Town policies and procedures.
Math	Work requires the ability to perform general math calculations such as addition, subtraction, multiplication and division and to prepare statistics for budgets.
Writing	Work requires the ability to write general correspondence, articles, letters, and reports at a college level.
Managerial	Skill in effectively leading staff and creating a work environment that fosters teamwork and professionalism. Skill in managing multiple projects and prioritizing multiple tasks and demands.
Budget Responsibility	Oversees the budget of Administrative Services including the Human Resources, Risk Management, Purchasing, and Information Technology divisions.
Supervisory / Organizational Control	Work requires supervising and monitoring performance for a group of regular employees in a work unit, including providing input on hiring/disciplinary actions and work objectives/effectiveness, and realigning work as needed; performance evaluations and promotions.
Complexity	Skill in analyzing complex issues, collecting information, and recommending methods, procedures and techniques for resolution of issues. Skill in analyzing and interpreting technical documents, and preparing complex reports.
Interpersonal / Human Relations Skills	Skill in effective communication, both verbal and written. Skill in establishing and maintaining cooperative working relationships with employees, officials, other agencies and the general public.

OVERALL PHYSICAL STRENGTH DEMANDS:

<input checked="" type="checkbox"/> Sedentary	<input type="checkbox"/> Light	<input type="checkbox"/> Medium	<input type="checkbox"/> Heavy	<input type="checkbox"/> Very Heavy
S=sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L=Light Exerting up to 20 lbs. occasionally, 10lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	M=Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	H=Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH=Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs
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This is a description of the way this job is currently performed; it does not address the potential for accommodation.

PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION
Standing	O	Copier, fax machine, presentations.
Sitting	C	Computer, desk work, paperwork, meetings, driving
Walking	C	Inter-office, to/from other buildings, to/from meetings
Lifting	R	Supplies
Carrying	R	Reports, supplies, files, paperwork
Pushing/Pulling	R	Boxes, doors, chairs, filing cabinet drawers
Reaching	F	Office supplies, files
Handling	F	Paperwork
Fine Dexterity	C	Computer keyboard, writing, telephone keypad, calculator
Kneeling	R	Retrieving files
Crouching	R	Retrieving files
Crawling	N	
Bending	R	Retrieving files
Twisting	F	To/from computer to desk, retrieving files
Climbing	R	Stairs
Balancing	N	
Vision	C	Computer, desk work, paperwork, writing, reading, use of office equipment, driving
Hearing	C	Telephone, co-workers, staff, supervisor, Council members, Town manager, directors, attorneys, representatives, meetings, presentations, training
Talking	C	Telephone, co-workers, staff, supervisor, Council members, Town Manager, directors, attorneys, representatives, meetings, presentations, training
Foot Controls	O	Driving

MACHINES, TOOLS, EQUIPMENT, AND WORK AIDS:

Copy machine, fax machine, telephone, calculator, general office supplies, computer and related software, laser or inkjet printer.

ENVIRONMENTAL FACTORS:

D = Daily	W = Several Times Per Week	M = Several Times Per Month	S = Seasonally	N = Never
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HEALTH AND SAFETY		ENVIRONMENTAL FACTORS	
Mechanical Hazards	N	Extreme Temperatures	N
Chemical Hazards	N	Noise and Vibration	N
Electrical Hazards	N	Wetness/Humidity	N
Fire Hazards	N	Respiratory Hazards	N
Explosives	N	Physical Hazards	N
Communicable Diseases	N		
Physical Danger or Abuse	N		
Other (see 1 Below)	N		

PRIMARY WORK LOCATION	
Office Environment	X
Warehouse	
Shop	
Vehicle	
Outdoors	
Recreation Center	
Other (see 2 Below)	

- (1)
- (2)

PROTECTIVE EQUIPMENT REQUIRED:

NON-PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs
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NON-PHYSICAL DEMANDS	
Time Pressures	F
Emergency Situations	R
Frequent Change of Tasks	F
Irregular Work Schedule/Overtime	O
Performing Multiple Tasks Simultaneously	F
Working Closely with Others as Part of a Team	C
Tedious or Exacting Work	F
Noisy/Distracting Environment	R
Other (see 3 below)	

- (3)



Job Title: Finance Director

Department: Finance

Immediate

Supervisor: Town Manager

FLSA Status: Exempt

BRIEF DESCRIPTION OF THE JOB:

Establishes goals, objectives, policies, procedures and priorities related to activities of finance and budgeting. Provides administrative direction for accounts payable, sales and property tax, prepares annual budget and financial report. Researches, analyzes and develops recommendations on financial and budgetary issues.

ESSENTIAL FUNCTIONS:

This information is intended to be descriptive of the key responsibilities of the position. The following examples do not identify all duties performed by any single incumbent.

Physical Strength Code		ESSENTIAL FUNCTIONS
1	S	Supervises staff to include prioritizing and assigning work; conducting performance evaluations; ensuring staff is cross-trained. Develops, implements, and evaluates departmental policies, procedures, strategies and goals.
2	S	Attends management meetings and public meetings including making presentations to Council, civic and citizen groups.
3	S	Oversees preparation of audited financial statements and special audits by coordinating with external auditors, preparing Comprehensive Annual Financial Report, Management Discussion and Analysis, disseminates reports to bond rating agencies.
4	S	Manages budget procedures and monitors the Town’s budget including revenues and expenditures. Oversees preparation of annual budget by coordinating department requests, developing management indicators, forecasting revenue projections, preparing budget message, making budget available to citizenry.
5	S	Coordinates with bond counsel, investment banking team for bond issuances and refinancing, bond ratings, covenant requirements.
6	S	Oversees maintenance of accounting ledgers and records on accounting software. Responsible for safeguarding Town’s assets by implementing appropriate internal controls.

* See page 3 – Overall Physical Strength Demands

JOB REQUIREMENTS:

JOB REQUIREMENTS	
Formal Education / Knowledge	Work requires broad knowledge in a general professional field and specific knowledge of generally accepted accounting principles. Knowledge is normally acquired through four years of college resulting in a Bachelors of Science in Accounting.
Experience	Over five years experience in government finance including (3) years in direct supervision.
Certifications and Other Requirements	Certification by the State of Arizona as a Certified Public Accountant (CPA) preferred. Member of national and local Government Finance Officers Association is desired
**	Equivalent combinations of experience and training that meet the minimum qualifications may be substituted.
Reading	Work requires the ability to read federal, state, and local regulations, accounting manuals and promulgations, and computer manuals.
Math	Work requires the ability to perform general math calculations such as addition, subtraction, multiplication, division as well as interpolations, statistical analysis, and projections.
Writing	Work requires the ability to write reports, summaries, memos, letters, outlines, and requests; written reports need to be understandable by the general public.
Managerial	Planning responsibilities include allocation of personnel and resources to accomplish all assignments that have deadlines and communicating requirements for upcoming changes, deadlines, training and computer updates.
Budget Responsibility	The incumbent prepares the annual budget document that meets governmental standards (GFOA), prepares estimates of revenues, researches alternative funding resources and may recommend budget allocations for presentation to the Town Manager. Monitors actual versus budgeted revenues and expenditures.
Supervisory / Organizational Control	Work requires supervising and monitoring performance for a group of regular employees in a work unit, including providing input on hiring/disciplinary actions and work objectives/effectiveness, and realigning work as needed; performance evaluations and promotions.
Complexity	Work is governed by broad instructions, objectives and policies. Work requires the exercise of considerable initiative and independent analytical and evaluative judgment.
Interpersonal / Human Relations Skills	The incumbents in this position contact others within the organization. These contacts may involve similar work units or departments within the Town, which may be involved in decision-making or providing approval or decision-making authority for purchases or projects. In addition, these incumbents work with individuals outside the Town who may belong to professional or peer organizations. Working with various state and federal agencies may also be required of the employee. Vendors and suppliers may also be called upon for information on purchases, supplies or products. Meetings and discussions may be conducted with department heads, customers, brokers and sales representatives.

OVERALL PHYSICAL STRENGTH DEMANDS:

<input checked="" type="checkbox"/> Sedentary	<input type="checkbox"/> Light	<input type="checkbox"/> Medium	<input type="checkbox"/> Heavy	<input type="checkbox"/> Very Heavy
S=sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L=Light Exerting up to 20 lbs. occasionally, 10lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	M=Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	H=Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH=Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs
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This is a description of the way this job is currently performed; it does not address the potential for accommodation.

PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION
Standing	O	Talking with staff, making presentations to the public, Town Council or staff
Sitting	C	Deskwork, meetings
Walking	O	Talking with staff, attending meetings
Lifting	O	Files and office supplies
Carrying	O	Files and office supplies
Pushing/Pulling	R	Files and office supplies
Reaching	O	Filing and storage of files
Handling	C	Paperwork, telephone
Fine Dexterity	C	Computer keyboard, calculator, writing
Kneeling	R	Files and office supplies
Crouching	R	Files and office supplies
Crawling	N	None
Bending	O	Files and office supplies
Twisting	R	Files and office supplies
Climbing	R	Stairs
Balancing	R	Files
Vision	C	Reading, computer monitor
Hearing	C	Communicating with personnel and telephone
Talking	F	Communicating with personnel and telephone
Foot Controls	N	N/A

MACHINES, TOOLS, EQUIPMENT, AND WORK AIDS:

Copy machine, fax machine, telephone, calculator, general office supplies, computer and related software, laser and/or inkjet printer

ENVIRONMENTAL FACTORS:

D = Daily	W = Several Times Per Week	M = Several Times Per Month	S = Seasonally	N = Never
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HEALTH AND SAFETY		ENVIRONMENTAL FACTORS	
Mechanical Hazards	N	Extreme Temperatures	N
Chemical Hazards	N	Noise and Vibration	N
Electrical Hazards	N	Wetness/Humidity	N
Fire Hazards	N	Respiratory Hazards	N
Explosives	N	Physical Hazards	N
Communicable Diseases	N		
Physical Danger or Abuse	N		
Other (see 1 Below)			

PRIMARY WORK LOCATION	
Office Environment	X
Warehouse	
Shop	
Vehicle	
Outdoors	
Recreation Center	
Other (see 2 Below)	

- (1)
- (2)

PROTECTIVE EQUIPMENT REQUIRED:

None

NON-PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs
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NON-PHYSICAL DEMANDS	
Time Pressures	F
Emergency Situations	R
Frequent Change of Tasks	F
Irregular Work Schedule/Overtime	F
Performing Multiple Tasks Simultaneously	F
Working Closely with Others as Part of a Team	F
Tedious or Exacting Work	C
Noisy/Distracting Environment	O
Other (see 3 below)	

- (3)



Job Title: Network and Information Technology Administrator

Department: Administration

Immediate Supervisor: Deputy Town Manager / Administrative Services Director

FLSA Status: Exempt

BRIEF DESCRIPTION OF THE JOB:

Manages the activities of Information Technology including application services, system and network operations, customer support, and telecommunications services.

ESSENTIAL FUNCTIONS:

This information is intended to be descriptive of the key responsibilities of the position. The following examples do not identify all duties performed by any single incumbent.

Physical Strength Code		ESSENTIAL FUNCTIONS
1	S	Plans and organizes direction of the information technology activities of the Town including network, infrastructure, telecommunications, computer-related hardware and software, IT security, IT consulting and project management and new technology research. Works with departments in identifying computer software and hardware needs. Prepares special studies, analyses and projections.
2	L	Provides quality technical support by troubleshooting and analyzing systems with a high degree of customer service, technical expertise and timeliness to Town staff. Provides support for Council and Commission meetings. Provides Town website content and upkeep.
3	L	Manages the technical, programming, production aspects of the Town's government access channel and streaming media resources. Manages live televised public meetings held in Town Council Chambers. Contributes to Web content videos including; creating and collaborating on content; posting videos to the public website, internal media server; and troubleshooting Web video issues.
4	S	Analyzes, designs, installs, configures, maintains and repairs the Town's network infrastructure; Configures network devices of all new and existing hardware; Troubleshoots and resolves all network connectivity issues; maintains existing network infrastructure and all network equipment; Responsible for providing technical leadership and project management activities in support of operational objectives; communicates regularly with staff to maximize the effectiveness and efficiency of interdepartmental operations and activities; Provides customer service to all staff, internal customers as well as citizens of the Town of Fountain Hills; Utilizes communication, analytical, design, decision-making, project and problem solving skills to maximize the benefit of IT investments. Provides analysis to resolve and prevent long term system deficiencies; Maintains backup systems and procedures; executes system modifications, performance monitoring, and troubleshooting; Manages the implementation of enterprise level networking systems and maintains the health of the core infrastructure; analyzes, diagnoses and troubleshoots switching and routing issues; identifies, analyzes, architects, and

		proposes replacement solutions for all routing, switching and cabling systems reaching end of life; Monitors, analyzes and optimizes system performance and functionality for all routers, switches, firewalls and ancillary support devices; diagnoses problems and develops effective solutions for hardware and applications software.
5	S	Administers the division budget. Maintains Town-wide software licenses, software inventory, cell phones, pagers, and maintenance contracts. Provides end-user training to staff. Administers access control system by issuing building access and ID cards, adding and removing users.
6	S	Develops, implements, and manages operational standards and escalation procedures to ensure service levels are maintained at a consistent level. Documents, tracks, and monitors problems to ensure resolution in a timely manner with the least impact on Town operations.
7	S	Performs other duties as assigned or required.

* See page 3 – Overall Physical Strength Demands

JOB REQUIREMENTS:

JOB REQUIREMENTS	
Formal Education / Knowledge	Work requires a Bachelor's Degree in Computer Science, Information Technology, or related field, knowledge of a specific vocational, administrative, or technical nature which may be obtained with advanced training or study past the high school equivalency. Junior college, vocational, business, or technical schools are likely sources. Appropriate certification may be awarded upon satisfactory completion of advanced study or training. **
Experience	Minimum of five (5) years experience as Network Administrator or I/T Technician.
Certifications and Other Requirements	Microsoft Certified Professional, A+ Certified, or advanced degree in Information Technology preferred. Possess a valid Arizona Driver's License for a minimum of two years with a good driving record. The Town currently designates this job as a "safety-sensitive position." Accordingly, the Town requires satisfactory completion of a drug and alcohol screening as a condition of employment.
**	Equivalent combinations of experience and training that meet the minimum qualifications may be substituted.
Reading	Work requires the ability to read technical instructions, technical specifications, planning documents, letters, memos, and general correspondence.
Math	Work requires the ability to perform general math calculations.
Writing	Work requires the ability to write memos, presentations, and issue requests for proposals, letters, and general correspondence.
Managerial	Allocating resources and planning projects.
Budget Responsibility	Prepares and monitors annual Information Technology budget and makes recommendations to other Town departments for technology requests.
Supervisory / Organizational Control	Supervises Information Technology Support Specialist
Complexity	Work is governed by broad instructions, objectives, and policies. Work requires the exercise of considerable initiative and independent analytical and evaluative judgment.
Interpersonal / Human Relations Skills	Work requires contact with others in the organization. In addition, work is performed with contact to others outside the Town who may belong to professional or peer organizations. Working with state and federal agencies may also be required. Vendors and suppliers may be called upon to provide information on purchases, supplies, or products. Meetings and discussions may be conducted with Town employees and outside sales representatives.

OVERALL PHYSICAL STRENGTH DEMANDS:

<input type="checkbox"/> Sedentary	<input checked="" type="checkbox"/> Light	<input type="checkbox"/> Medium	<input type="checkbox"/> Heavy	<input type="checkbox"/> Very Heavy
S=sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L=Light Exerting up to 20 lbs. occasionally, 10lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	M=Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	H=Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH=Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs
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This is a description of the way this job is currently performed; it does not address the potential for accommodation.

PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION
Standing	O	Observing work duties and activities
Sitting	F	Deskwork and meetings
Walking	O	To and from office equipment, other departments, to/from job sites
Lifting	O	Files, office supplies, and computer equipment
Carrying	R	Files, office supplies, and computer equipment
Pushing/Pulling	O	Computer equipment
Reaching	O	Connecting equipment cables
Handling	O	Files, office supplies, and computer equipment
Fine Dexterity	O	Computer and telephone keypads, writing, setting jumpers on circuit boards
Kneeling	O	Working on computers on the floor
Crouching	O	Working on computers on the floor
Crawling	O	Working on computers on the floor
Bending	O	Working on computers on the floor
Twisting	R	Working on computers on the floor
Climbing	R	Ladders, stairs
Balancing	R	Ladders
Vision	C	Reading, computer monitor, driving, observing work activities
Hearing	C	Communicating with personnel and general public and on phone
Talking	C	Communicating with personnel and general public and on phone
Foot Controls	R	Driving

MACHINES, TOOLS, EQUIPMENT, AND WORK AIDS:

Screw drivers, ladders, test meters, copy machine, fax machine, telephone, calculator, office supplies, computer and software, laser and/or ink jet printer

ENVIRONMENTAL FACTORS:

D = Daily	W = Several Times Per Week	M = Several Times Per Month	S = Seasonally	N = Never
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HEALTH AND SAFETY		ENVIRONMENTAL FACTORS	
Mechanical Hazards	N	Extreme Temperatures	N
Chemical Hazards	N	Noise and Vibration	N
Electrical Hazards	W	Wetness/Humidity	N
Fire Hazards	N	Respiratory Hazards	N
Explosives	N	Physical Hazards	D
Communicable Diseases	N		
Physical Danger or Abuse	N		
Other (see 1 Below)	N		

PRIMARY WORK LOCATION	
Office Environment	X
Warehouse	
Shop	
Vehicle	
Outdoors	
Recreation Center	
Other (see 2 Below)	

(1) N/A

(2) N/A

PROTECTIVE EQUIPMENT REQUIRED:

None

NON-PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs
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NON-PHYSICAL DEMANDS	
Time Pressures	O
Emergency Situations	R
Frequent Change of Tasks	C
Irregular Work Schedule/Overtime	O
Performing Multiple Tasks Simultaneously	C
Working Closely with Others as Part of a Team	F
Tedious or Exacting Work	F
Noisy/Distracting Environment	N
Other (see 3 below)	-

(3) N/A



Job Title: Procurement Officer

Department: Administration

Immediate Supervisor: Deputy Town Manager / Administrative Services Director

FLSA Status: Exempt

BRIEF DESCRIPTION OF THE JOB:

Incumbent performs professional-level purchasing duties involving a wide variety of materials, supplies, equipment, and services. Responsibilities include communicating with suppliers, contractors, and staff regarding purchase requisitions, procurement card purchasing, specifications, bids, contracts, orders and related matters. The Procurement Officer performs complex formal and informal solicitations, manages evaluation teams and prepares evaluations for goods and services, and professional services agreements. As the centralized approval point for purchasing, incumbent provides guidance, assistance and training to staff on Town purchasing policies and procedures operating within the framework of all applicable laws, rules, and regulations related to procurement in a government agency.

ESSENTIAL FUNCTIONS:

This information is intended to be descriptive of the key responsibilities of the position. The following examples do not identify all duties performed by any single incumbent.

Physical Strength Code		ESSENTIAL FUNCTIONS
1	S	Oversees the Town’s contracting and buying processes.
2	S	Performs professional procurement of a wide variety of materials, services, and equipment.
3	S	Conducts research and makes recommendations for informal and formal procurement types including invitations for bid, requests for proposal, requests for qualifications and experience, and other alternative procurements such as emergency, sole source, cooperative purchasing, and competition impracticable.
4	S	Works with the Town Attorney’s office in finalization of bids, proposals, and contracts.
5	S	Prepares and issues formal solicitations including invitations for bid, requests for proposals, and requests for qualifications and experience; evaluates responses to solicitations based on vendor qualifications, price, and conformance requirements; issues addenda to solicitations and amendments to contracts as required.
6	S	May assist in processing requisitions by determining the method of procurement to be used and may assist or perform the procurement using informal or formal procurement process; prepares purchase orders through a computerized system; reviews purchase orders for completeness, accuracy, and compliance with existing policies and procedures. Researches and complies department requirements to assist departments in determining the most cost effective and efficient method of meeting their needs.

		Compiles complex and technical data regarding cost analysis, contract usage and buying trends.
7	S	Creates, develops and manages annual contracts for a wide variety of supplies, services, consultants and capital equipment, including analysis, evaluations and approval of contractor change orders, and contract amendments; monitors and evaluates contractor performance, contract renewals and addressing vendor/contractor deficiencies; coordinates legal review as needed.
8	S	Conducts public pre-bid/proposal conferences and public solicitation openings and serves as chairperson/facilitator for evaluation meetings and requesting Best and Final Offers. Makes presentations at various meetings, including council meetings.
9	S	Serves as a commodity and service specialist and information resource to user departments, other government entities and the public to interpret, explain, and make decisions regarding public procurement law and division policies; provides training on procurement process to user departments.
10	S	Researches and advises user departments on market trends, new product and service developments and alternative source selections.
11	S	Prepares contract administration documents including contract expiration notices, contract summaries, reviews vendor deficiencies, hosts post award meetings, and conducts contract user surveys as applicable.
12	S	Drafts procurement ordinances and modifications for Council approval. Writes and implements procurement operating procedures. Drafts policies for senior management approval.
13	S	Maintains and tracks insurance documentations for all applicable contracts.
14	S	Assists the Deputy Town Manager / Administrative Services Director with related projects as assigned.
15	S	Maintain regular attendance and perform other related duties as assigned.

* See page 3 – Overall Physical Strength Demands

JOB REQUIREMENTS:

JOB REQUIREMENTS	
Formal Education / Knowledge	Work requires broad knowledge in a general professional or technical field. Knowledge is normally acquired through four years from an accredited college/university resulting in a Bachelor's degree or equivalent. **
Experience	Minimum three years of professional-level experience involving the procurement of a wide range of commodities, equipment, professional services, supplies for a government agency or private company with a substantial purchasing program; experienced in developing, evaluating, and administering contracts, preferably for a municipal government.
Certifications and Other Requirements	Valid Arizona Driver's License; One or more of the following certifications is highly desirable: Certified Public Purchasing Buyer (CPPB); Certified Public Procurement Officer (CPPO); Certified Professional Purchasing Manager (CPPM); Certified Professional in Supply Management (CPSM).
**	Equivalent combinations of experience and training that meet the minimum qualifications may be substituted.
Reading	Work requires the ability to read and comprehend documents such as research papers, legal documents, statutes, policies, procedures, Town Codes, financial research studies, pending legislation, business plans, engineering consultant reports, technical reports, Town Council communications, professional publications, organizational policies and procedures, regulatory publications, and financial analysis user manuals at a college level.
Math	Work requires the ability to perform general math calculations such as addition, subtraction, multiplication, division as well as business math.
Writing	Work requires the ability to write in a clear and concise manner to Council Members, Town management, staff, and others in reports, correspondence, and memorandum at a college level. Work will require the ability to write or update solicitations, ordinances, codes, procedures, and other professional business materials.
Managerial	Job has no responsibility for the direction or supervision of others but may provide advice/direction to employees with less experience/skill or tenure.
Budget Responsibility	Work requires the ability to coordinate and prepare the division budget. Job requires the monitoring of division budget expenditures.
Supervisory / Organizational Control	Job has no responsibility for the direction or supervision of others but may provide advice/direction to an employee with less experience/skill or tenure.
Complexity	The employee normally performs the job by following established standard operating procedures and/or policies. There is a choice of the appropriate procedure or policy to apply to duties. More complex work such as well as decisions with more significant impacts are typically reviewed prior to being finalized. Work requires analysis and judgment in accomplishing diversified duties.
Interpersonal / Human Relations Skills	In addition to the sharing of information, interactions at this level may also include providing advice to others outside direct reporting relationships on specific problems or general policies/procedures. In many of the interactions, contacts may require the consideration of different points of view to reach agreement. Elements of persuasion may be necessary to gain cooperation and acceptance of ideas.

OVERALL PHYSICAL STRENGTH DEMANDS:

<input checked="" type="checkbox"/> Sedentary	<input type="checkbox"/> Light	<input type="checkbox"/> Medium	<input type="checkbox"/> Heavy	<input type="checkbox"/> Very Heavy
S=sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L=Light Exerting up to 20 lbs. occasionally, 10lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	M=Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	H=Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH=Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs
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This is a description of the way this job is currently performed; it does not address the potential for accommodation.

PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION
Standing	F	Filing, making copies, faxing
Sitting	F	Deskwork
Walking	F	To and from office equipment, other offices, mailroom
Lifting	O	Files, office supplies, binders
Carrying	O	Files, mail, binders
Pushing/Pulling	R	File boxes
Reaching	F	For supplies, files, and mail
Handling	C	Paperwork
Fine Dexterity	F	Computer keyboard, calculator, telephone keypad, writing
Kneeling	R	Filing in lower drawers
Crouching	O	Filing in lower drawers
Crawling	N	N/A
Bending	F	Filing in lower drawers
Twisting	F	From computer to other desk areas and bookcase
Climbing	O	Ladder to reach files, stairs
Balancing	N	N/A
Vision	C	Reading, computer monitor
Hearing	C	Communicating with the public and personnel both in person and on the phone
Talking	F	Communicating with the public and personnel both in person and on the phone
Foot Controls	N	N/A

MACHINES, TOOLS, EQUIPMENT, AND WORK AIDS:

Calculator, copier, fax machine, telephone, typewriter, printer, general office supplies, computer and related software such as Excel, PowerPoint, and Word.

ENVIRONMENTAL FACTORS:

D = Daily	W = Several Times Per Week	M = Several Times Per Month	S = Seasonally	N = Never
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HEALTH AND SAFETY		ENVIRONMENTAL FACTORS	
Mechanical Hazards	N	Extreme Temperatures	N
Chemical Hazards	N	Noise and Vibration	N
Electrical Hazards	N	Wetness/Humidity	N
Fire Hazards	N	Respiratory Hazards	N
Explosives	N	Physical Hazards	N
Communicable Diseases	N		
Physical Danger or Abuse	N		
Other (see 1 Below)			

PRIMARY WORK LOCATION	
Office Environment	X
Warehouse	
Shop	
Vehicle	
Outdoors	
Recreation Center	
Other (see 2 Below)	

- (1)
- (2)

PROTECTIVE EQUIPMENT REQUIRED:

None

NON-PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs
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NON-PHYSICAL DEMANDS	
Time Pressures	F
Emergency Situations	R
Frequent Change of Tasks	F
Irregular Work Schedule/Overtime	O
Performing Multiple Tasks Simultaneously	F
Working Closely with Others as Part of a Team	F
Tedious or Exacting Work	F
Noisy/Distracting Environment	R
Other (see 3 below)	

- (3)



Job Title: Senior Building Inspector

Department: Development Services

Immediate Supervisor: Chief Building Official / Plans Examiner

FLSA Status: Non - Exempt

BRIEF DESCRIPTION OF THE JOB:

Utilizing knowledge and training in town building, electrical, mechanical, plumbing, energy, zoning codes, and related laws and ordinances to provides combination inspections for residential and commercial buildings. Inspects buildings to verify compliance with codes, drawings, and contracts.

ESSENTIAL FUNCTIONS:

This information is intended to be descriptive of the key responsibilities of the position. The following examples do not identify all duties performed by any single incumbent.

Physical Strength Code		ESSENTIAL FUNCTIONS
1	M	Using Town approved civil, structural, electrical, plumbing, mechanical & energy plans, performs combination inspections to assure compliance with adopted building codes, municipal codes and ordinances. Inspects all phases and disciplines of complex and large scale residential and commercial construction projects to include structural, electrical, plumbing, and mechanical; equitably enforces building and safety codes and regulations; assures that Town codes and policies are followed; performs duties within scope of authority and training; duties may vary according to job assignment.
2	M	Assists the Chief Building Official/Plans Examiner with business license inspections and investigating unpermitted work and closing expired building permits.
3	S	Writes compliance reports, performs data entry, reads and interprets codes and regulations, building plans and specifications and other specific requirements.
4	S	Provides assistance to clients on methods to meet code and ordinance requirements; interprets code for construction teams in a variety of building trades for methods of compliance in special circumstances.
5	S	Researches construction practices and building products, documents inspection procedures and findings, identifies compliance issues, and updates computer records and case reports.
6	S	Supports the relationship between the Town of Fountain Hills and the general public by demonstrating courteous and cooperative behavior when interacting with citizens, visitors, and Town staff; promotes the Town’s goals and priorities, and complies with all Town policies and procedures.
7	S	Maintains confidentiality of work-related issues and Town information; Performs other related duties as required.

* See page 3 – Overall Physical Strength Demands

OVERALL PHYSICAL STRENGTH DEMANDS:

<input type="checkbox"/> Sedentary	<input type="checkbox"/> Light	<input checked="" type="checkbox"/> Medium	<input type="checkbox"/> Heavy	<input type="checkbox"/> Very Heavy
S=sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L=Light Exerting up to 20 lbs. occasionally, 10lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	M=Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	H=Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH=Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs
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This is a description of the way this job is currently performed; it does not address the potential for accommodation.

PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION
Standing	F	Job sites
Sitting	F	Desk work, driving
Walking	F	Office, job sites with un-even terrain
Lifting	O	Plan rolls, ladders
Carrying	O	Plan rolls, ladders
Pushing/Pulling	F	Doors, gates
Reaching	F	Plan storage, at job sites
Handling	F	Paper, books, plans
Fine Dexterity	F	Phone, computer
Kneeling	F	During the course of inspections
Crouching	F	During the course of inspections
Crawling	F	During the course of inspections
Bending	F	During the course of inspections
Twisting	F	During the course of inspections
Climbing	F	During the course of inspections, climbing ladders
Balancing	F	During the course of inspections
Vision	C	During the course of inspections, reading plans and driving
Hearing	C	Personal communication, phone, meetings
Talking	C	Personal communication, phone, meetings
Foot Controls	F	Driving



Job Title: Senior Services Activities Coordinator

Department: Community Services (Senior Services)

Immediate Supervisor: Senior Services Supervisor

FLSA Status: Non-Exempt

BRIEF DESCRIPTION OF THE JOB:

This position is responsible for coordination and implementation of senior activities, presentations, programs, and the Home Delivered Meals (HDM) program. Non-traditional work hours are required including evenings, and occasional weekends, early mornings, and holidays.

ESSENTIAL FUNCTIONS:

This information is intended to be descriptive of the key responsibilities of the position. The following examples do not identify all duties performed by any single incumbent.

Physical Strength Code		ESSENTIAL FUNCTIONS
1	L	Coordinates and implements senior activities, special presentations and events.
2	L	Coordinates and implements the Home Delivered Meals program including registering participants, verifying eligibility, assisting in the training and recruiting of volunteers for the program, organizing meal delivery routes, ordering meals from provider, preparing all support information, drive and deliver meals as needed.
3	L	Serves as back up to other Senior Services Activities Coordinators and to the Customer Service Representative at the front desk in the Community Center.
4	S	Performs routine clerical work such as designing flyers, creating signage, filing, making copies, answering phones, drafting public relations material, thank you letters, donation requests letters and other correspondence as needed.
5	L	Provides assistance to walk-in or phone-in customers. Assists customers with social service needs including the medical equipment loaner program.
6	S	Supervises program volunteers; demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively to provide quality customer service.
7	L	Ensures rooms are prepared in advance of activities, presentations, and other programs including audiovisual equipment, tables, chairs, and other required materials. Assists with room set up and take down as needed for programs.
8	L	Promotes activities, presentations, and events through press releases, media outreach, website, social media, lobby kiosks, and newsletter.
9	L	Performs other related duties as assigned.

* See page 3 – Overall Physical Strength Demands

OVERALL PHYSICAL STRENGTH DEMANDS:

<input type="checkbox"/> Sedentary	<input checked="" type="checkbox"/> Light	<input type="checkbox"/> Medium	<input type="checkbox"/> Heavy	<input type="checkbox"/> Very Heavy
S=sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L=Light Exerting up to 20 lbs. occasionally, 10lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	M=Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	H=Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH=Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs
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This is a description of the way this job is currently performed; it does not address the potential for accommodation.

PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION
Standing	F	Greeting clients, filing, filling kiosks; preparing rooms for activities;
Sitting	C	Preparing all paperwork.
Walking	F	Touring the building with clients; preparing rooms for activities
Lifting	F	Files; preparing rooms for activities
Carrying	F	Files; preparing rooms for activities
Pushing/Pulling	F	Using pushcart to move supplies for programs and events.
Reaching	F	While doing desk work, filling kiosks, preparing rooms for activities
Handling	F	Paperwork, telephone
Fine Dexterity	N	N/A
Kneeling	R	Filing
Crouching	O	Preparing rooms for activities
Crawling	N	N/A
Bending	O	Filing; preparing rooms for activities
Twisting	F	While doing desk work; preparing rooms for activities
Climbing	N	N/A
Balancing	N	N/A
Vision	C	Reading, computer work
Hearing	C	Communicating with personnel, general public and on the telephone
Talking	C	Communicating with personnel, general public and on the telephone
Foot Controls	F	Driving to deliver Home Delivered Meals



Job Title: Senior Services Activities Coordinator

Department: Community Services (Senior Services)

Immediate Supervisor: Senior Services Supervisor

FLSA Status: Non-Exempt

BRIEF DESCRIPTION OF THE JOB:

This position is responsible for coordination and implementation of senior activities, presentations, programs, and the Home Delivered Meals (HDM) program. Non-traditional work hours are required including evenings, and occasional weekends, early mornings, and holidays.

ESSENTIAL FUNCTIONS:

This information is intended to be descriptive of the key responsibilities of the position. The following examples do not identify all duties performed by any single incumbent.

Physical Strength Code		ESSENTIAL FUNCTIONS
1	L	Coordinates and implements senior activities, special presentations and events.
2	L	Coordinates and implements the Home Delivered Meals program including registering participants, verifying eligibility, assisting in the training and recruiting of volunteers for the program, organizing meal delivery routes, ordering meals from provider, preparing all support information, drive and deliver meals as needed.
3	L	Serves as back up to other Senior Services Activities Coordinators and to the Customer Service Representative at the front desk in the Community Center.
4	S	Performs routine clerical work such as designing flyers, creating signage, filing, making copies, answering phones, drafting public relations material, thank you letters, donation requests letters and other correspondence as needed.
5	L	Provides assistance to walk-in or phone-in customers. Assists customers with social service needs including the medical equipment loaner program.
6	S	Supervises program volunteers; demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively to provide quality customer service.
7	L	Ensures rooms are prepared in advance of activities, presentations, and other programs including audiovisual equipment, tables, chairs, and other required materials. Assists with room set up and take down as needed for programs.
8	L	Promotes activities, presentations, and events through press releases, media outreach, website, social media, lobby kiosks, and newsletter.
9	L	Performs other related duties as assigned.

* See page 3 – Overall Physical Strength Demands

JOB REQUIREMENTS:

JOB REQUIREMENTS	
Formal Education / Knowledge	Work requires knowledge of a specific vocational, administrative, or technical nature, which may be obtained with six months/one year of advanced study or training past the high school equivalency. Junior college, vocational, business, technical or correspondence schools are likely sources. Appropriate certification may be awarded upon satisfactory completion of advanced study or training. Must be literate in Microsoft Word, Excel, PowerPoint, and Microsoft Outlook.
Experience	Minimum of two years experience in progressively responsible program planning and coordination.
Certifications and Other Requirements	CPR/AED Certification. Possession of a valid driver's license for a minimum of two years with a good driving record. The Town currently designates this job as a "safety-sensitive position." Accordingly, the Town requires satisfactory completion of a drug and alcohol screening as a condition of employment.
**	Equivalent combinations of experience and training that meet the minimum qualifications may be substituted.
Reading	Work requires the ability to read and understand reports, letters, correspondence, schedules, budget material and purchase orders.
Math	Work requires the ability to perform general math calculations such as addition, subtraction, multiplication and division.
Writing	Work requires the ability to write reports, letters, flyers, correspondence, schedules and purchase orders.
Managerial	None
Budget Responsibility	None
Supervisory / Organizational Control	None
Complexity	Work requires analysis and judgment in accomplishing diversified duties. Work requires the exercise of independent thinking within the limits of policies, standards and precedents.
Interpersonal / Human Relations Skills	The incumbents in this position contacts others within the organization. These contacts may involve similar work units or departments within the Town, which may be involved in decision-making or providing approval or decision-making authority for purchases or projects. In addition, these incumbents work with individuals outside the Town who may belong to professional or peer organizations. Working with various state and federal agencies may also be required of the employee. Vendors and suppliers may also be called upon for information on purchases, supplies or products. Meetings and discussions may be conducted with customers, and sales representatives.

OVERALL PHYSICAL STRENGTH DEMANDS:

<input type="checkbox"/> Sedentary	<input checked="" type="checkbox"/> Light	<input type="checkbox"/> Medium	<input type="checkbox"/> Heavy	<input type="checkbox"/> Very Heavy
S=sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L=Light Exerting up to 20 lbs. occasionally, 10lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	M=Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	H=Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH=Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs
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This is a description of the way this job is currently performed; it does not address the potential for accommodation.

PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION
Standing	F	Greeting clients, filing, filling kiosks; preparing rooms for activities;
Sitting	C	Preparing all paperwork.
Walking	F	Touring the building with clients; preparing rooms for activities
Lifting	F	Files; preparing rooms for activities
Carrying	F	Files; preparing rooms for activities
Pushing/Pulling	F	Using pushcart to move supplies for programs and events.
Reaching	F	While doing desk work, filling kiosks, preparing rooms for activities
Handling	F	Paperwork, telephone
Fine Dexterity	N	N/A
Kneeling	R	Filing
Crouching	O	Preparing rooms for activities
Crawling	N	N/A
Bending	O	Filing; preparing rooms for activities
Twisting	F	While doing desk work; preparing rooms for activities
Climbing	N	N/A
Balancing	N	N/A
Vision	C	Reading, computer work
Hearing	C	Communicating with personnel, general public and on the telephone
Talking	C	Communicating with personnel, general public and on the telephone
Foot Controls	F	Driving to deliver Home Delivered Meals

MACHINES, TOOLS, EQUIPMENT, AND WORK AIDS:

Computer, telephone, calculator, fax, copier

ENVIRONMENTAL FACTORS:

D = Daily	W = Several Times Per Week	M = Several Times Per Month	S = Seasonally	N = Never
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HEALTH AND SAFETY		ENVIRONMENTAL FACTORS	
Mechanical Hazards	N	Extreme Temperatures	N
Chemical Hazards	N	Noise and Vibration	N
Electrical Hazards	N	Wetness/Humidity	N
Fire Hazards	N	Respiratory Hazards	N
Explosives	N	Physical Hazards	N
Communicable Diseases	N		
Physical Danger or Abuse	N		
Other (see 1 Below)	N		

PRIMARY WORK LOCATION	
Office Environment	X
Warehouse	
Shop	
Vehicle	
Outdoors	
Recreation Center	
Other (see 2 Below)	

- (1)
- (2)

PROTECTIVE EQUIPMENT REQUIRED:

NON-PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs
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NON-PHYSICAL DEMANDS	
Time Pressures	C
Emergency Situations	N
Frequent Change of Tasks	C
Irregular Work Schedule/Overtime	F
Performing Multiple Tasks Simultaneously	C
Working Closely with Others as Part of a Team	C
Tedious or Exacting Work	F
Noisy/Distracting Environment	F
Other (see 3 below)	

- (3)



Job Title: Revenue Collections Specialist

Department: Municipal Court

Immediate Supervisor: Presiding Municipal Judge

FLSA Status: Non-Exempt

BRIEF DESCRIPTION OF THE JOB:

Actively supports and upholds the Town’s stated mission and values. Performs collections and investigative work associated with the collection of delinquent court fines, including assuring legal compliance with court orders to pay fines, fees, surcharges, and restitutions, and to generally coordinate the court fines collection program. Responsibilities include monitoring and tracking court fines, implementing and monitoring the F.A.R.E. (Fines/Fees and Restitution Enforcement) collections program, Tax Intercept Program (T.I.P.), following up on payments, and performing other collection duties as required. Employees of this class are expected to exercise independent professional knowledge in assuring compliance with Town ordinances and State laws pertaining to court collection operations by adhering to policies and procedures, as well as participating in, and coordinating the day-to-day tasks associated with the program. Important aspects of this position include the attention to detail and the ability to exercise public relation skills in the delicate situations of collecting monies owed the court, the ability to work with defendants firmly, fairly and equitably, and dealing with citizens who are paying off fines over time.

ESSENTIAL FUNCTIONS:

This information is intended to be descriptive of the key responsibilities of the position. The following examples do not identify all duties performed by any single incumbent.

Physical Strength Code		ESSENTIAL FUNCTIONS
1	S	Performs tasks associated with court collections such as distributing applications for stays of execution and assisting citizens with filling out the forms, interviewing defendants and investigating, evaluating, and verifying applicants for stays of execution and determining payment schedules. Calculates gross incomes and necessities of life in determining ability to pay.
2	L	Collects payments for civil and criminal fines and sets up payment schedules, files appropriate paperwork and establishes computer files; tracks payments, nonpayment, and delinquencies, monitors with appropriate follow up procedures including legal channels, and maintains historical records. Regularly reviews accounts for delinquency; participates in or directs the contacting of defendants regarding delinquent accounts.

3	L	Tracks outstanding delinquent payments and delinquencies and monitors with appropriate follow-up procedures, including warning letters, license suspensions, and other enforcement procedures, or by applying notice to an individual's file. Conducts skip traces on individuals who leave no forwarding addresses utilizing resources such as credit bureaus, neighbors, government agencies, and other related sources. Utilizing Lexis Nexis to find contact information.
4	S	Prepares defaults and warrants based on court orders; coordinates with police warrant officers in serving warrants. Participates in the resolution of inquiries and complaints from clients regarding monies owed, and personally handles difficult complaints.
5	S	Assists in editing and maintenance of various computerized reports, as assigned. Interviews defendants and maintains files to ascertain ability to pay fines and on what schedules. Assists the Court Administrator with maintaining statistics regarding outstanding fines, recovery percentages, and collection comparisons.
6	S	Maintains accurate database with the Administrative Office of the Courts (Supreme Court) Tax Intercept Program. Maintains accurate database with the Administrative Office of the Courts (Supreme Court) F.A.R.E. Program. Assists customers by researching and supplying information requested regarding an account.

* See page 3 – Overall Physical Strength Demands

JOB REQUIREMENTS:

JOB REQUIREMENTS	
Formal Education / Knowledge	High School diploma or G.E.D. College level courses in accounting or bookkeeping preferred. Three years of experience with court financial, court FARE and TIP program or other collection methods, investigations, and techniques (or two years of experience with court financial, court FARE and TIP program or other collection methods, investigations, and techniques and one year of college level coursework in accounting, bookkeeping or related field.) Working knowledge of court procedures in general, including the laws and regulations that relate to courts; considerable knowledge of sound business practices related to court procedures, court collections, record keeping, and the related laws, guidelines and regulations. Knowledge of collection methods and techniques. Working knowledge of the statutes and associated codes that relate to courts and court collection such as the fair debt collection practices act, title 28 (motor vehicle code), and title 13 (criminal code)**.
Experience	Familiarity with CRA (Credit Reporting Agency) process and FDCPA (Fair Debt Collection Practices Act), and AOC collection. Experience with the case management systems AJACS and AZTEC. Experience with heavy public contact, both on the phone and in person. Familiarity with municipal court and law enforcement processes, and best practices. Proficiency with spelling grammar, and punctuation. Proficiency in Microsoft Outlook, Word, and Excel preferred. Proficiency with learning and understanding technology to maintain automated case management system preferred. Working knowledge of automated criminal justice or financial systems preferred.
Certifications and Other Requirements	Possess a valid Arizona Driver's License for a minimum of two years with a good driving record. As a court employee, must obtain the minimum credit hours of judicial staff education annually.
**	Equivalent combinations of experience and training that meet the minimum qualifications may be substituted.
Reading	Work requires the ability to read codes, ordinances, and citations.
Math	Work requires the ability to perform general math calculations such as addition, subtraction, multiplication and division.
Writing	Work requires the ability to write reports, collection letters, written recommendations and documentation for cases.
Managerial	None
Budget Responsibility	None
Supervisory / Organizational Control	None
Complexity	Work is governed by broad instructions, objectives and policies. Work requires the exercise of considerable initiative and independent evaluative judgment.
Interpersonal / Human Relations Skills	The incumbents in this position contact others within the organization. These contacts may involve similar work units or departments within the Town, which may be involved in decision-making or providing approval or decision-making authority for purchases or projects. In addition, these incumbents work with individuals outside the Town. Working with various state and federal agencies may also be required of the employee. Vendors and suppliers may also be called upon for information on purchases, supplies or products. Meetings and discussions may be conducted with customers and general public

OVERALL PHYSICAL STRENGTH DEMANDS:

<input checked="" type="checkbox"/> Sedentary	<input type="checkbox"/> Light	<input type="checkbox"/> Medium	<input type="checkbox"/> Heavy	<input type="checkbox"/> Very Heavy
S=sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L=Light Exerting up to 20 lbs. occasionally, 10lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	M=Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	H=Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH=Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs
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This is a description of the way this job is currently performed; it does not address the potential for accommodation.

PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION
Standing	F	During collections and dealing with the public.
Sitting	F	Deskwork
Walking	F	During collections
Lifting	O	Files and equipment
Carrying	O	Files and equipment
Pushing/Pulling	O	Equipment
Reaching	F	Files and telephone work
Handling	C	Paperwork and equipment
Fine Dexterity	O	Computer input
Kneeling	R	
Crouching	R	
Crawling	R	
Bending	R	
Twisting	R	
Climbing	R	
Balancing	R	
Vision	C	Reading, computer monitor, driving and conducting collections
Hearing	C	Communications
Talking	C	Communicating with personnel and general public and telephone
Foot Controls	O	Driving during collections

MACHINES, TOOLS, EQUIPMENT, AND WORK AIDS:

Camera, computer and related software, vehicle

ENVIRONMENTAL FACTORS:

D = Daily	W = Several Times Per Week	M = Several Times Per Month	S = Seasonally	N = Never
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HEALTH AND SAFETY		ENVIRONMENTAL FACTORS	
Mechanical Hazards	N	Extreme Temperatures	S
Chemical Hazards	N	Noise and Vibration	M
Electrical Hazards	N	Wetness/Humidity	S
Fire Hazards	N	Respiratory Hazards	N
Explosives	N	Physical Hazards	M
Communicable Diseases	N		
Physical Danger or Abuse	M		
Other (see 1 Below)			

PRIMARY WORK LOCATION	
Office Environment	X
Warehouse	
Shop	
Vehicle	X
Outdoors	
Recreation Center	
Other (see 2 Below)	

- (1)
- (2)

PROTECTIVE EQUIPMENT REQUIRED:

None

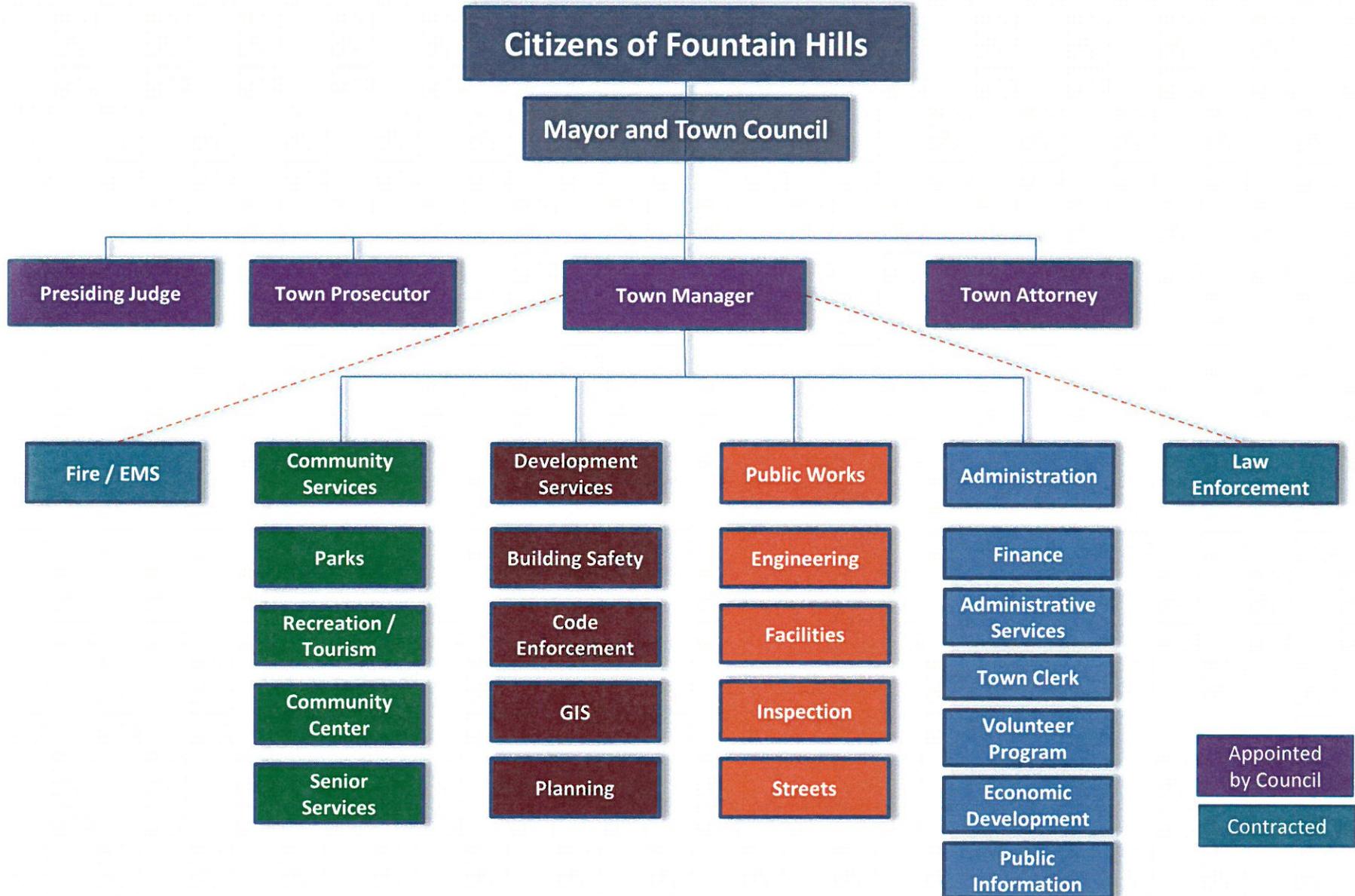
NON-PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs
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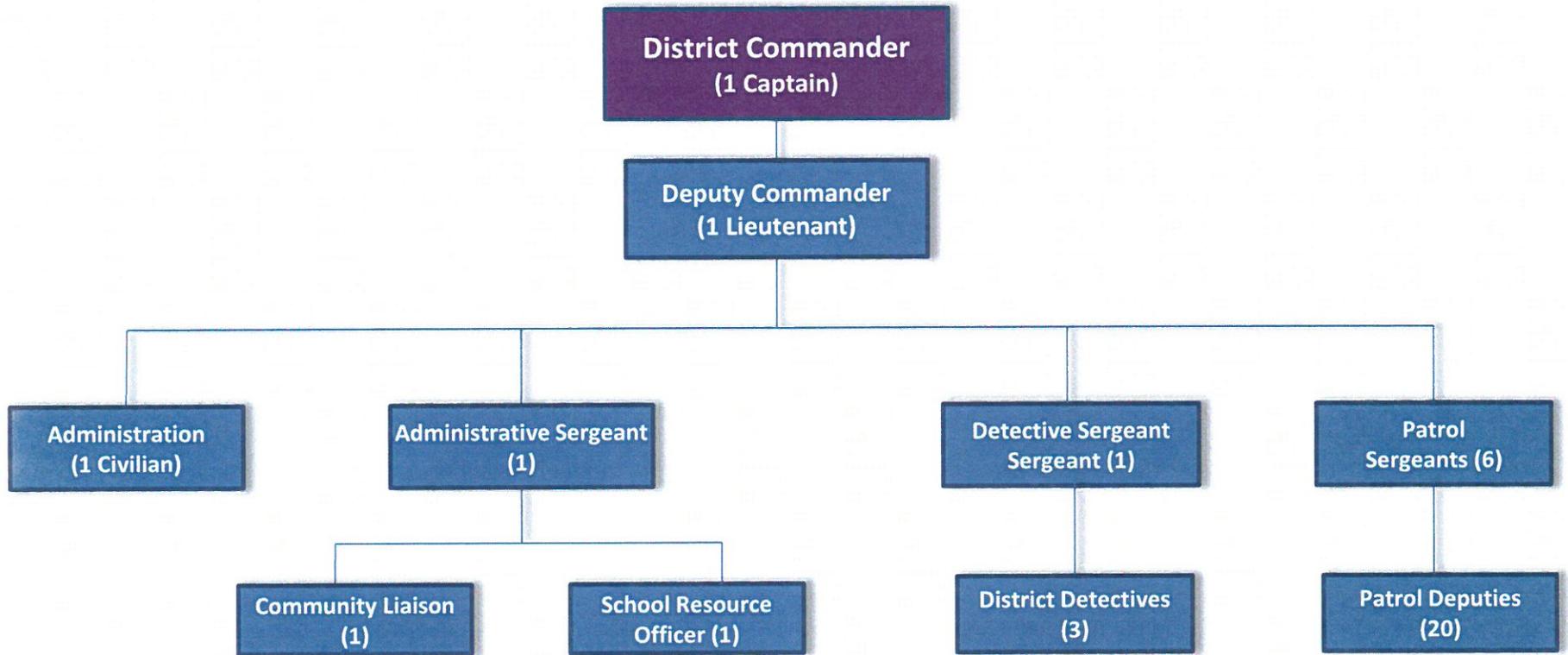
NON-PHYSICAL DEMANDS	
Time Pressures	O
Emergency Situations	R
Frequent Change of Tasks	F
Irregular Work Schedule/Overtime	R
Performing Multiple Tasks Simultaneously	F
Working Closely with Others as Part of a Team	C
Tedious or Exacting Work	F
Noisy/Distracting Environment	R
Other (see 3 below)	

- (3)

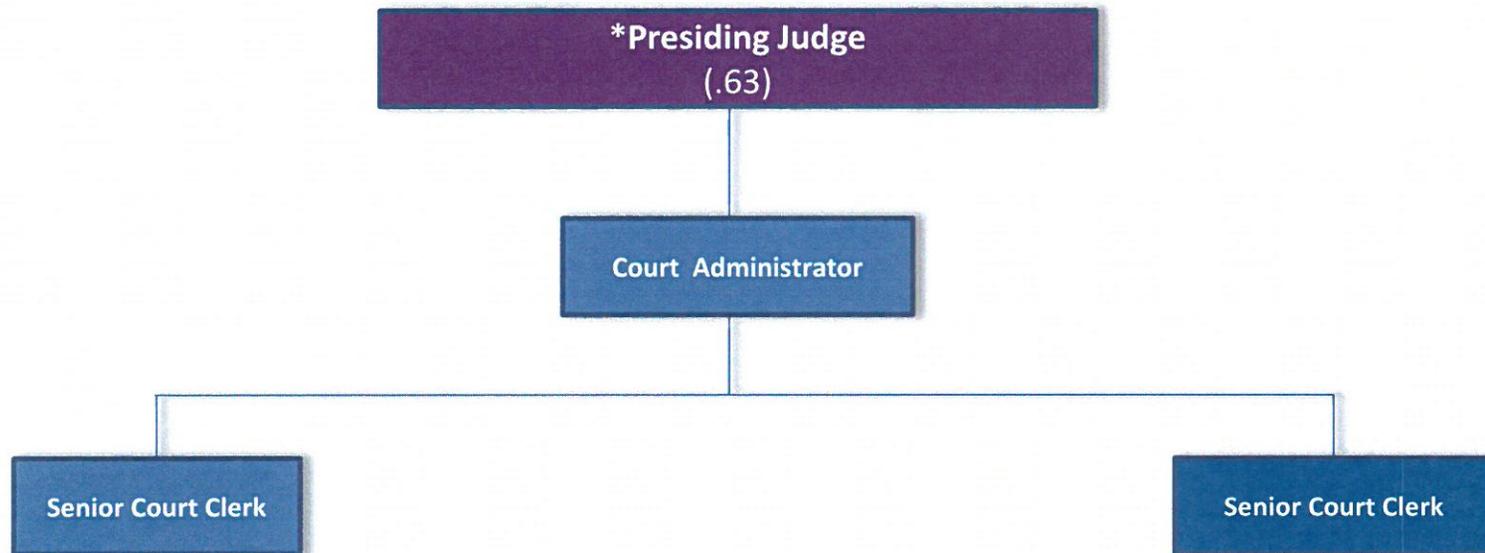
Town of Fountain Hills Organization



LAW ENFORCEMENT



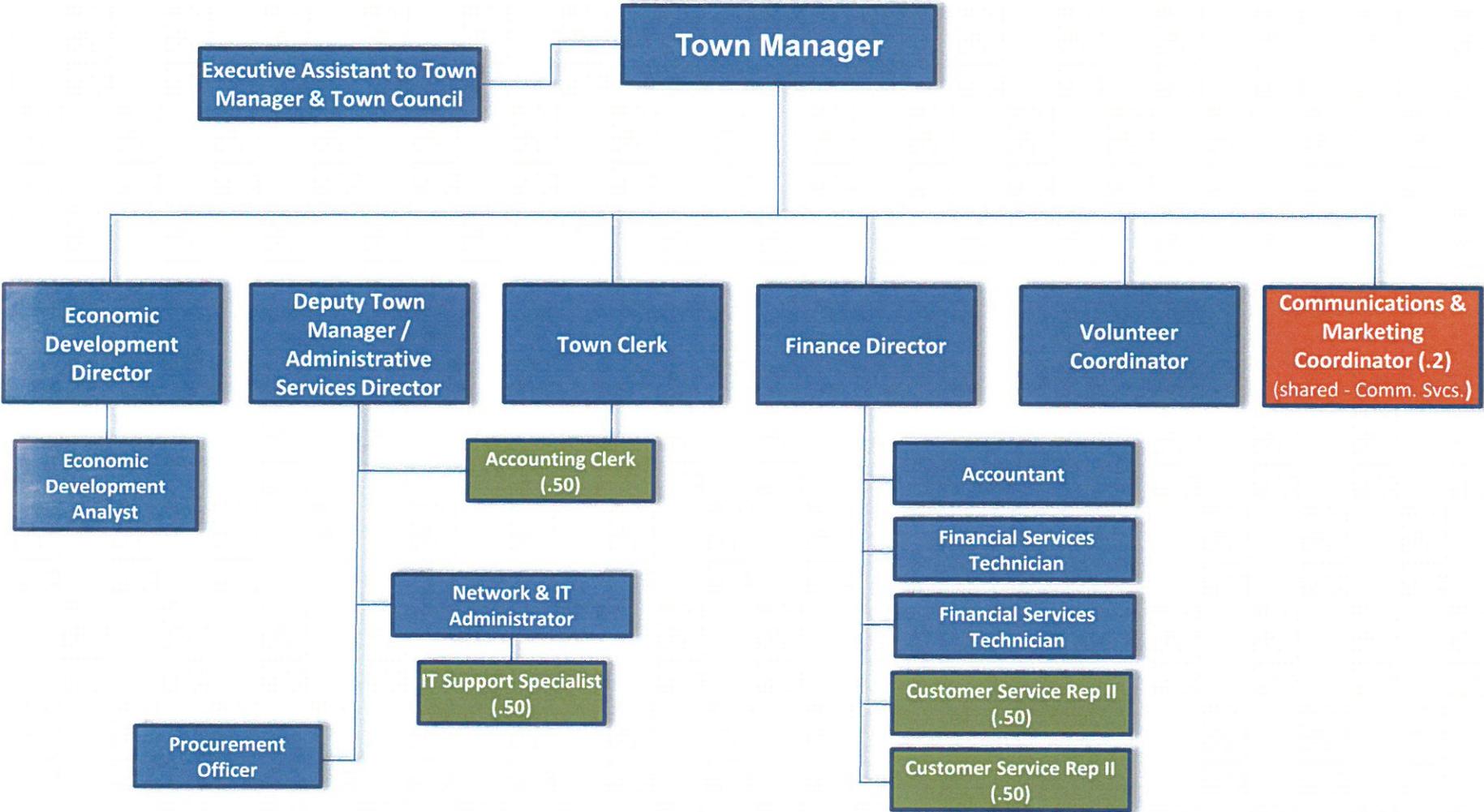
MUNICIPAL COURT



*Part time -
Appointed
by Council

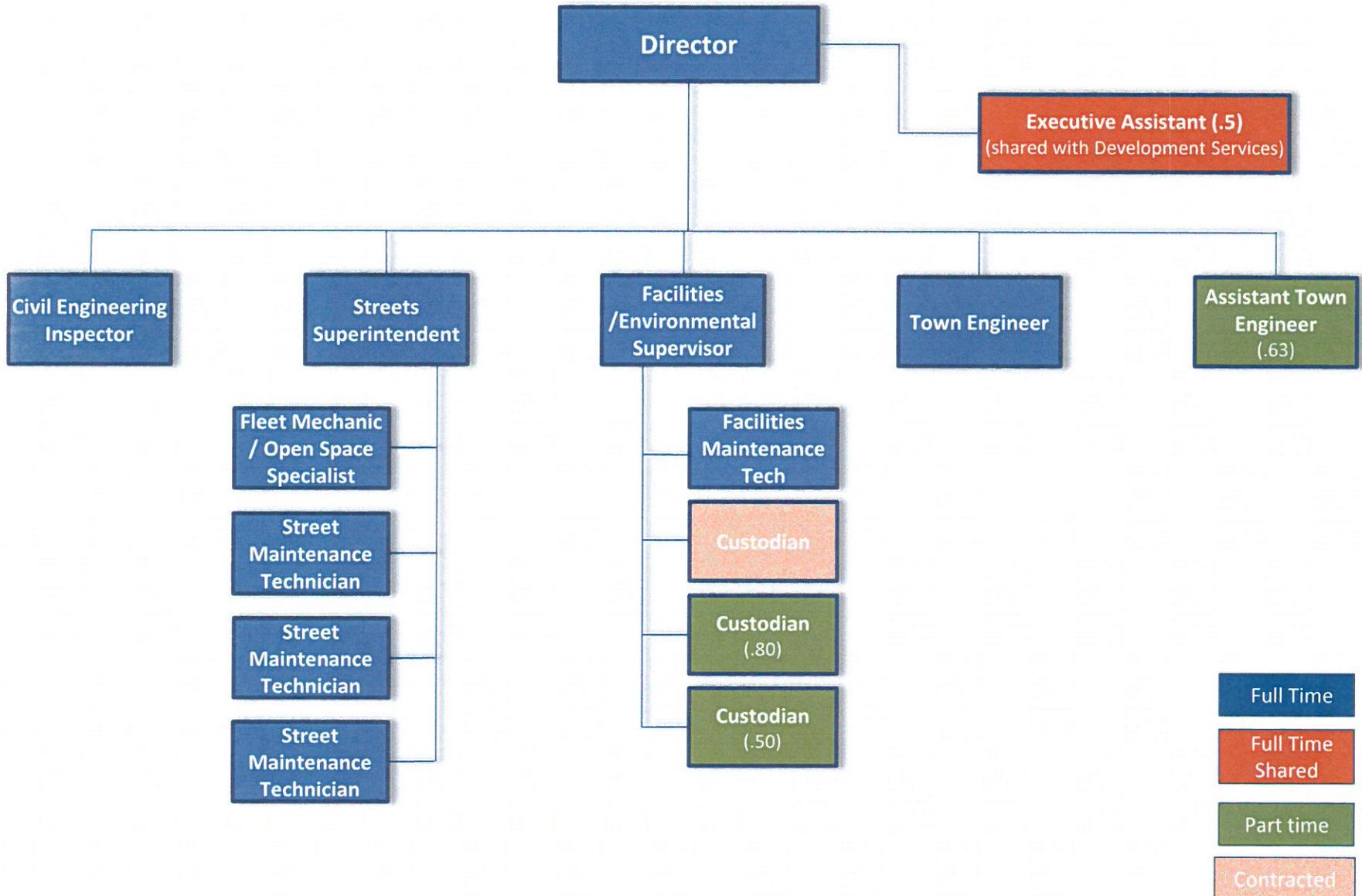
Full Time

ADMINISTRATION DEPARTMENT

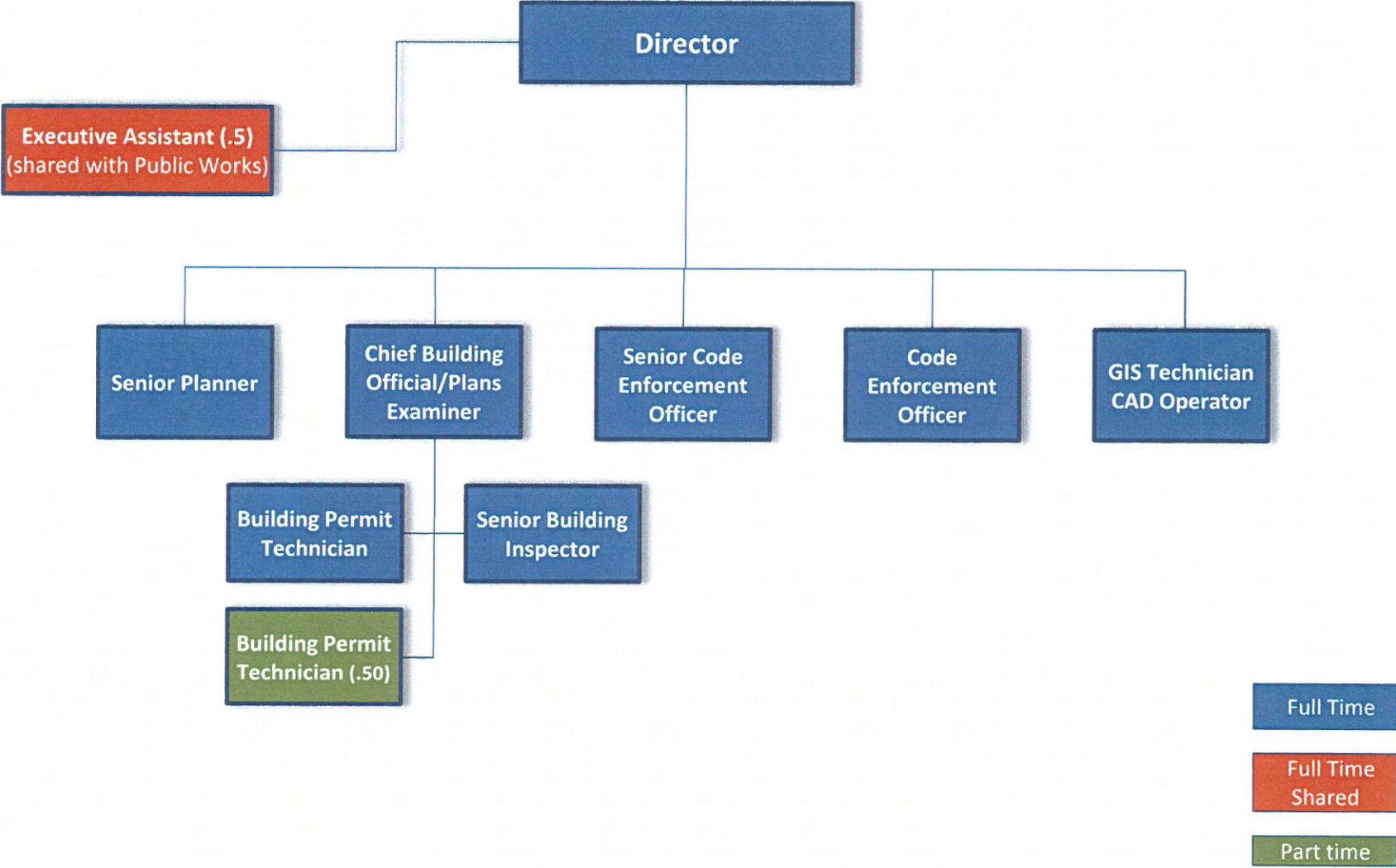


Full Time
Shared
Full Time
Part time

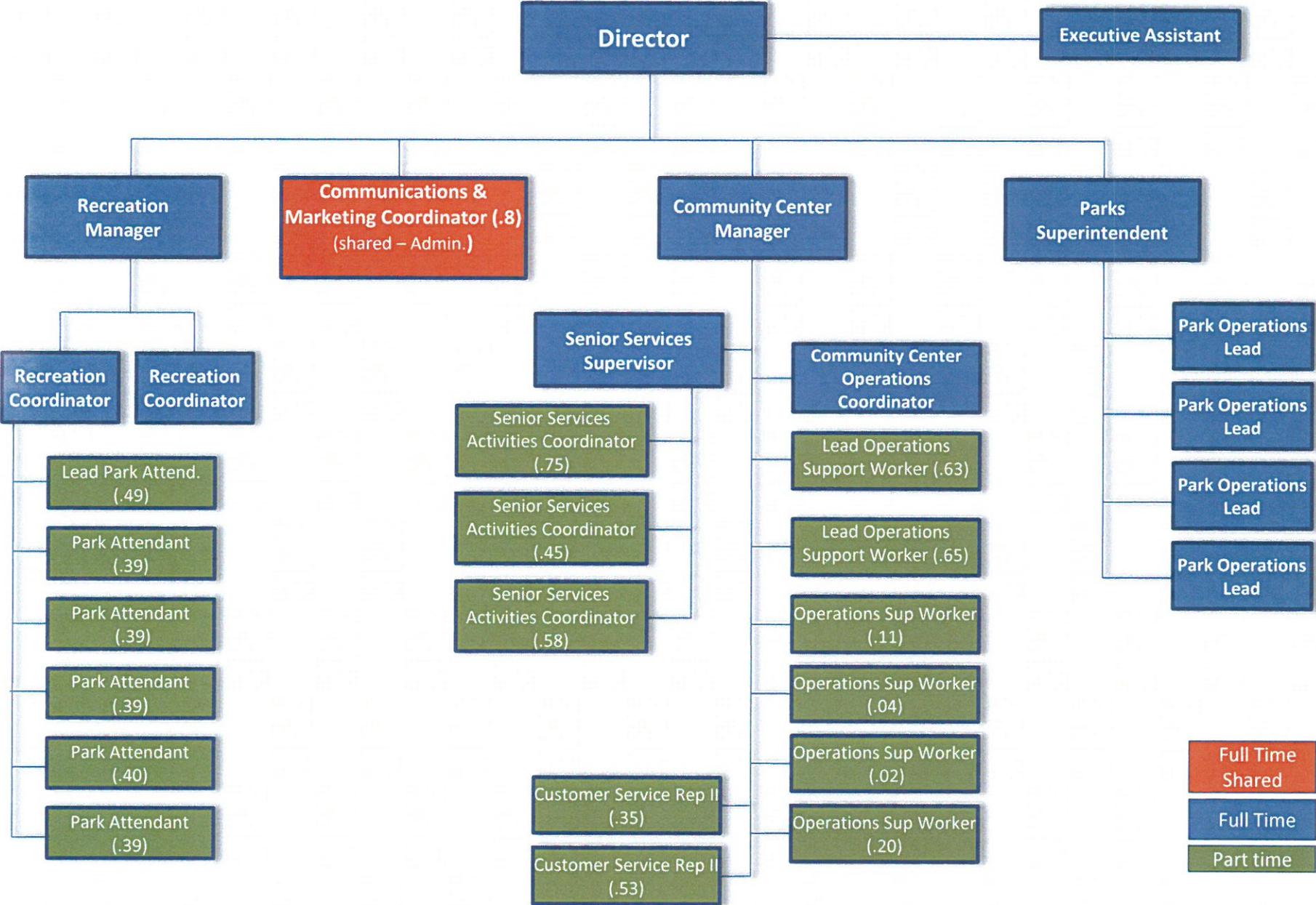
PUBLIC WORKS DEPARTMENT



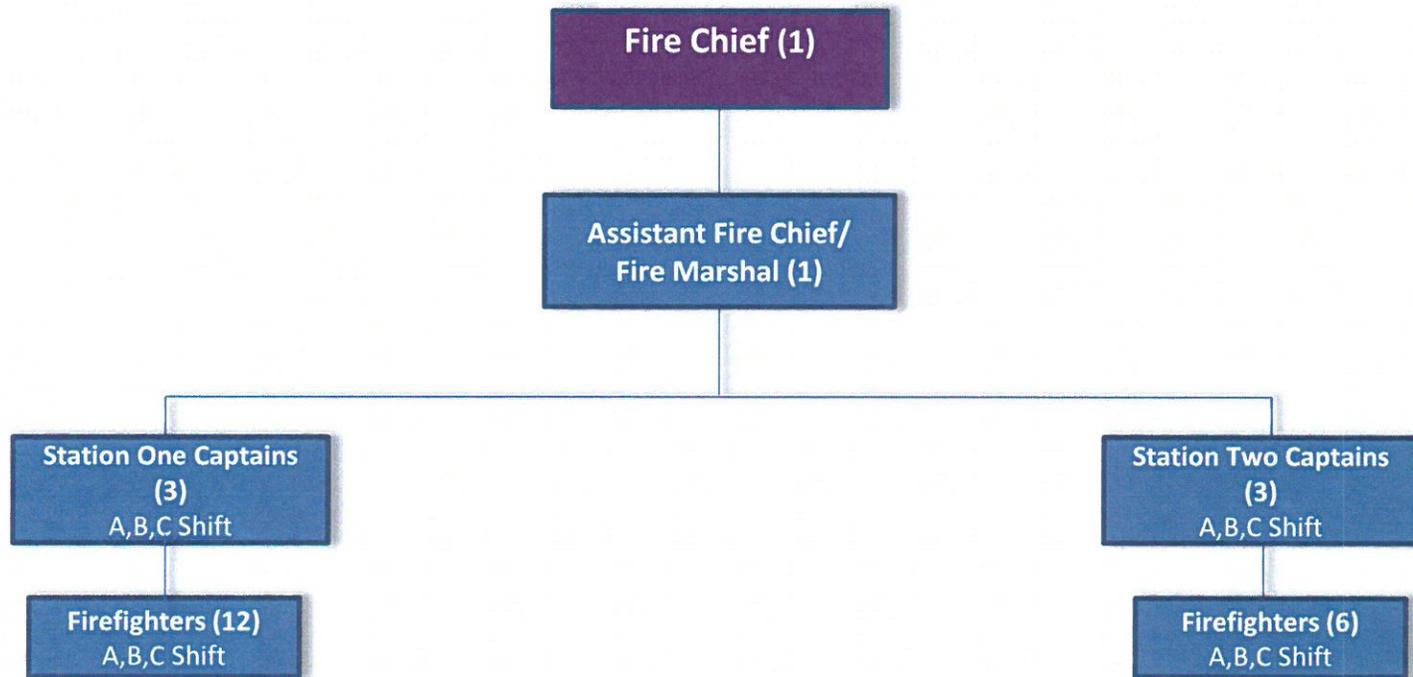
DEVELOPMENT SERVICES DEPARTMENT



COMMUNITY SERVICES DEPARTMENT



FIRE DEPARTMENT



FY 19-20 PAY PLAN

(July 2019)

Exempt Positions

<u>Position Title</u>	<u>Minimum</u>	<u>Maximum</u>
Deputy Town Manager/Administrative Services Director	\$ 107,100	\$ 153,153
Public Works Director	102,000	145,860
Finance Director	102,000	145,860
Development Services Director	102,000	145,860
Town Clerk	96,900	138,567
Economic Development Director	96,900	138,567
Community Services Director	96,900	138,567
Town Engineer	95,514	136,585
Assistant Town Engineer	81,192	116,105
Court Administrator	79,763	114,061
Chief Building Official/Plans Examiner	70,560	100,901
Recreation Manager	69,702	99,674
Parks Superintendent	69,702	99,674
Community Center Manager	69,702	99,674
Streets Superintendent	69,080	98,784
Senior Planner	68,796	98,378
Network and Information Technology Administrator	64,737	92,574
Procurement Officer	61,140	87,430
Facilities/Environmental Supervisor	60,181	86,059
Events and Operations Supervisor	58,518	83,681
Senior Services Supervisor	58,286	83,349
Executive Assistant to Town Manager/Council	57,876	82,763
Civil Plans Examiner	57,729	82,552
Economic Development Analyst	57,729	82,552
Volunteer Coordinator	53,423	76,395
Senior Code Enforcement Officer	53,423	76,395
Recreation Program Coordinator	53,423	76,395
Operations Coordinator - Community Center	53,423	76,395
Accountant	53,423	76,395
Communications and Marketing Coordinator	53,423	76,395

Non-Exempt Positions

<u>Position Title</u>	<u>Minimum</u>	<u>Maximum</u>
Senior Building Inspector	\$ 28.58	\$ 40.87
Information Technology Support Specialist	27.94	39.95
GIS Technician/CAD Operator	27.27	39.00
Civil Engineer Inspector	23.68	33.86
Executive Assistant	22.23	31.79
Code Enforcement Officer	22.23	31.79
Fleet Mechanic/Open Space-Landscape Specialist	21.68	31.00
Park Operations Lead	21.68	31.00
Facilities Maintenance Technician	20.06	28.69
Building Permit Technician	19.54	27.94
Senior Court Clerk	19.02	27.20
Street Maintenance Technician	19.02	27.20
Court Clerk	18.18	26.00
Financial Services Technician	18.18	26.00
Groundskeeper II	18.18	26.00
Accounting Clerk	17.61	25.18
Customer Service Representative II	17.61	25.18
Senior Services Activities Coordinator	17.22	24.62
Lead Park Attendant	17.22	24.62
Lead Operations Support Worker	17.22	24.62
Customer Service Representative I	15.68	22.42
Operations Support Worker	15.33	21.92
Custodian	14.17	20.26
Park Attendant	14.17	20.26

FY 19-20 PAY PLAN (January 2020)

Exempt Positions

<u>Position Title</u>	<u>Minimum</u>	<u>Maximum</u>
Deputy Town Manager/Administrative Services Director	\$ 108,707	\$ 155,451
Public Works Director	103,530	148,048
Finance Director	103,530	148,048
Development Services Director	103,530	148,048
Town Clerk	98,354	140,646
Economic Development Director	98,354	140,646
Community Services Director	98,354	140,646
Town Engineer	96,947	138,634
Assistant Town Engineer	82,410	117,846
Court Administrator	80,959	115,771
Chief Building Official/Plans Examiner	71,618	102,414
Recreation Manager	70,748	101,170
Parks Superintendent	70,748	101,170
Community Center Manager	70,748	101,170
Streets Superintendent	70,116	100,266
Senior Planner	69,828	99,854
Network and Information Technology Administrator	65,708	93,962
Procurement Officer	62,057	88,742
Facilities/Environmental Supervisor	61,084	87,350
Events and Operations Supervisor	59,396	84,936
Senior Services Supervisor	59,160	84,599
Executive Assistant to Town Manager/Council	58,744	84,004
Civil Plans Examiner	58,595	83,791
Economic Development Analyst	58,595	83,791
Volunteer Coordinator	54,224	77,540
Senior Code Enforcement Officer	54,224	77,540
Recreation Program Coordinator	54,224	77,540
Operations Coordinator - Community Center	54,224	77,540
Accountant	54,224	77,540
Communications and Marketing Coordinator	54,224	77,540

Non-Exempt Positions

<u>Position Title</u>	<u>Minimum</u>	<u>Maximum</u>
Senior Building Inspector	\$ 29.01	\$ 41.48
Information Technology Support Specialist	28.36	40.55
GIS Technician/CAD Operator	27.68	39.58
Civil Engineer Inspector	24.04	34.38
Executive Assistant	22.56	32.26
Code Enforcement Officer	22.56	32.26
Fleet Mechanic/Open Space-Landscape Specialist	22.01	31.47
Park Operations Lead	22.01	31.47
Facilities Maintenance Technician	20.36	29.11
Building Permit Technician	19.83	28.36
Senior Court Clerk	19.31	27.61
Street Maintenance Technician	19.31	27.61
Court Clerk	18.45	26.38
Financial Services Technician	18.45	26.38
Groundskeeper II	18.45	26.38
Accounting Clerk	17.87	25.55
Customer Service Representative II	17.87	25.55
Senior Services Activities Coordinator	17.48	25.00
Lead Park Attendant	17.48	25.00
Lead Operations Support Worker	17.48	25.00
Customer Service Representative I	15.92	22.77
Operations Support Worker	15.56	22.25
Custodian	14.38	20.56
Park Attendant	14.38	20.56

Schedule of Authorized Positions

Position Title	FY 15-16 Authorized FTE	FY 16-17 Authorized FTE	FY 17-18 Authorized FTE	FY 18-19 Authorized FTE	FY 19-20 Proposed FTE
<u>Municipal Court</u>					
Presiding Judge	0.63	0.63	0.63	0.63	0.63
Court Administrator	1.00	1.00	1.00	1.00	1.00
Senior Court Clerk	1.00	1.00	1.00	2.00	2.00
Court Clerk	1.00	1.00	1.00	-	-
Authorized FTE	3.63	3.63	3.63	3.63	3.63
<u>Administration</u>					
Town Manager	1.00	1.00	1.00	1.00	1.00
Deputy Town Manager/Administrative Services Dir.	-	-	-	-	1.00
Administrative Services Director	1.00	1.00	1.00	1.00	-
Executive Asst to Town Mgr/Council	1.00	1.00	1.00	1.00	1.00
Town Clerk	1.00	1.00	1.00	1.00	1.00
Volunteer Coordinator	1.00	1.00	1.00	1.00	1.00
Economic Development Analyst	-	-	1.00	1.00	1.00
Economic Development Specialist	1.00	-	-	-	-
Economic Development Director	-	1.00	1.00	1.00	1.00
Communications and Marketing Coordinator	-	-	0.20	0.20	0.20
Information Technology Administrator	1.00	-	-	-	-
Network & Information Technology Administrator	-	1.00	1.00	1.00	1.00
Information Technology Support Specialist	-	-	-	0.50	0.50
Finance Director	1.00	1.00	1.00	1.00	1.00
Accountant	1.00	1.00	1.00	1.00	1.00
Financial Services Technician	1.00	1.00	1.00	2.00	2.00
Procurement Officer	-	-	-	-	1.00
Accounting Clerk	0.63	1.25	1.25	-	0.50
Customer Service Representative II	1.00	1.00	1.00	1.00	1.00
Authorized FTE	11.63	12.25	13.45	13.70	15.20
<u>Public Works</u>					
Public Works Director	-	1.00	1.00	1.00	1.00
Civil Engineering Inspector	1.00	1.00	1.00	1.00	1.00
Executive Assistant	-	0.50	0.50	0.50	0.50
Town Engineer	-	-	-	1.00	1.00
Assistant Town Engineer	-	-	-	-	0.63
Facilities/Environmental Supervisor	1.00	1.00	1.00	1.00	1.00
Facilities Maintenance Tech	1.00	1.00	1.00	1.00	1.00
Custodian	1.30	1.30	1.30	1.30	1.30
Streets Superintendent	1.00	1.00	1.00	1.00	1.00
Fleet Mechanic/Open Space-Landscape Spec	1.00	1.00	1.00	1.00	1.00
Traffic Signal Technician II	1.00	1.00	1.00	-	-
Street Maintenance Technician	1.00	1.00	1.00	2.00	3.00
Authorized FTE	8.30	9.80	9.80	10.80	12.43
Position – Title	FY 15-16 Authorized FTE	FY 16-17 Authorized FTE	FY 17-18 Authorized FTE	FY 18-19 Authorized FTE	FY 19-20 Proposed FTE
<u>Development Services</u>					
Development Services Director	1.00	1.00	1.00	1.00	1.00
Executive Assistant	1.00	0.50	0.50	0.50	0.50
Town Engineer	1.00	1.00	1.00	-	-

Senior Planner	1.00	1.00	1.00	1.00	1.00
GIS Technician/CAD Operator	1.00	1.00	1.00	1.00	1.00
Senior Code Enforcement Officer	-	-	1.00	1.00	1.00
Code Enforcement Officer	1.00	1.00	-	-	1.00
Chief Building Official/Plans Examiner	1.00	1.00	1.00	1.00	1.00
Senior Building Inspector	-	-	-	-	1.00
Civil Plans Examiner	-	-	0.50	0.50	-
Building Permit Technician	1.00	1.00	1.50	1.50	1.50

Authorized FTE	8.00	7.50	8.50	7.50	9.00
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Community Services

Community Services Director	1.00	1.00	1.00	1.00	1.00
Recreation Manager	-	-	1.00	1.00	1.00
Recreation Supervisor	1.00	1.00	-	-	-
Recreation Program Coordinator	2.00	2.00	2.00	2.00	2.00
Tourism Coordinator	1.00	1.00	-	-	-
Communications and Marketing Coordinator	-	-	0.80	0.80	0.80
Executive Assistant	1.00	1.00	1.00	1.00	1.00
Parks Supervisor	1.00	1.00	1.00	-	-
Parks Superintendent	-	-	-	1.00	1.00
Park Operations Lead	1.00	3.00	3.00	3.00	4.00
Lead Park Attendant	0.49	0.49	0.49	0.49	0.49
Park Attendant	1.96	1.96	1.96	1.96	1.96
Groundskeeper	3.00	1.00	-	-	-
Groundskeeper II	-	-	1.00	1.00	-
Customer Service Representative II	-	-	-	0.88	0.88
Customer Service Representative I	0.88	0.88	0.88	-	-
Community Center Manager	-	-	1.00	1.00	1.00
Events & Operations Supervisor - CC	1.00	1.00	-	-	-
Operations Coordinator - Community Center	1.00	1.00	1.00	1.00	1.00
Operations Support Worker	1.65	1.65	1.65	0.37	0.37
Lead Operations Support Worker	-	-	-	1.28	1.28
Senior Services Supervisor	1.00	1.00	1.00	1.00	1.00
Senior Services Activities Coordinator	0.58	0.58	0.58	0.58	1.78
Home Delivered Meals Coordinator	0.75	0.75	0.75	0.75	-
Senior Services Activities Assistant	0.45	0.45	0.45	0.45	-

Authorized FTE	20.76	20.76	20.56	20.56	20.56
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Total Authorized FTE	<u>52.32</u>	<u>53.94</u>	<u>55.94</u>	<u>56.19</u>	<u>60.82</u>
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EXHIBIT C
TO
RESOLUTION 2019-26

[2019-20 Comprehensive Fee Schedule]

See following pages.

Description	Proposed Fee FY19-20
MISCELLANEOUS FEES	
Services	
Notarization	\$2.00 per signature
Affix Town Seal	\$2.00 each
Faxing Service - Local Only	\$2.00 First Page, \$.50 Each Additional Page
Faxing Service - Long Distance	\$3.00 First Page, \$.50 Each Additional Page
Email Document Service	\$0.00
Returned Check Fee	\$30.00
Incoming Wire Transfer Fee	\$35.00
ActiveNet Transaction Fee	\$2.50 per transaction
Convenience Fee - credit card payment	\$3.00 per transaction
Art Commission	20% of selling price
Campaign Fees	
Pro/Con Argument Fee	\$100.00
Campaign Finance - Late Filing Fee	\$10.00 per business day (per ARS 16-918)
Copies - Non - Commercial	
Photocopies (B&W) 8 1/2 x 11	\$.25 per page
Photocopies (B&W) 8 1/2 x 14	\$.30 per page
Photocopies (B&W) 11 x 17	\$.40 per page
Photocopies (Color) 8 1/2 x 11	\$.50 per page
Photocopies (Color) 8 1/2 x 14	\$.60 per page
Photocopies (Color) 11 x 17	\$.70 per page
Copies - Commercial	
Photocopies (B&W) 8 1/2 x 11	\$.50 per page
Photocopies (B&W) 8 1/2 x 14	\$.60 per page
Photocopies (B&W) 11 x 17	\$.80 per page
Photocopies (Color) 8 1/2 x 11	\$1.00 per page
Photocopies (Color) 8 1/2 x 14	\$1.20 per page
Photocopies (Color) 11 x 17	\$1.40 per page
Documents (CD Only)	
Town Code	\$25.00 each
Zoning Ordinances	\$25.00 each
Subdivision Code	\$25.00 each
CAFR (Annual Financial Report)	\$25.00 each
Annual Budget	\$25.00 each
Land Use Analysis	\$25.00 each
Council Meeting	\$25.00 each
Other Materials	\$25.00 each
Reports	
License Report (Non - Commercial Use)	\$25.00 (CD or hard copy)
License Report (Commercial Use)	\$50.00 (CD or hard copy)
Adopt A Street	
Fee, per sign	\$30.00

Description	Proposed Fee FY19-20
MISCELLANEOUS FEES (CONT.)	
Maps	
8 1/2" x 11" (B&W)	\$0.50
8 1/2" x 11" (Color)	\$2.00
8 1/2" x 11" (Photo)	\$3.00
11" x 17" Street/Index Map "Typical" (B&W)	\$6.00
11" x 17" Street/Index Map "Typical" (Color)	\$8.00
11" x 17" Aerial Site Plan (Photo)	\$20.00
24" x 36" Custom Map (B&W)	\$20.00
24" x 36" Custom Map (Color)	\$30.00
36" x 36" Bldg/Plat/Zoning Map (B&W)	\$30.00
36" x 36" Bldg/Plat/Zoning Map (Color)	\$40.00
60" x 60" Street/Bldg/Develop/Plat/Plot (B&W)	\$50.00
60" x 60" Street/Bldg/Develop/Plat/Plot (Color)	\$80.00
Map Book	\$25.00
DOG LICENSE	
Non - neutered dog	\$0.00
Spayed/Neutered dog	\$0.00
Over 65 with neutered dog	\$0.00
Service Dog	\$0.00
Replacement Dog Tag	\$0.00
Late fee neutered dog (per month)	\$0.00
Late fee non - neutered dog (per month)	\$0.00
BUSINESS LICENSE FEES	
Providers of services, wholesalers and manufacturers with a fixed place of business within the town limits	\$50.00/application and first year fee - non-refundable
Retail merchants, restaurants, bars, contractors and renters of real and personal property with a fixed place of business within the town limits and persons engaging in the sale of real estate	\$50.00/application and first year fee - non-refundable
Wholesalers, manufacturers and providers of services without a fixed place of business within the town	\$50.00/application and first year fee - non-refundable
Retail merchants, etc. (as above) without a fixed place of business within the town limits	\$50.00/application and first year fee - non-refundable
Annual renewal fee for business within the town	\$35.00 - non-refundable
Annual renewal fee for business without a fixed place of business within the town limits	\$50.00 - non-refundable
Late fee for renewal of business license fee	25% of renewal fee
Penalty for operating a business without a license	\$100.00

Description	Proposed Fee FY19-20
BUSINESS LICENSE FEES (CONT.)	
Peddlers, solicitors and mobile merchants	\$250.00/calendar quarter or fraction thereof - non-refundable
Peddler investigation fee (per person)	\$41.00 - non-refundable
Promoters of entertainments, circuses, bazaars, etc., who receive a percentage of receipts or other consideration for their services. Each such promoter shall also obtain liability insurance of a minimum of \$1 million naming the Town as insured	\$100.00/week
Animal Show	\$100.00/week
Circus Parade Only	\$50.00/day
Handbill Distributor	\$10.00/day
Amusement Company, such as ferris wheel, merry-go-round, etc., not part of a circus. Tent Show. Wrestling Exhibition. Road Show. Carnival or Circus.	\$100.00/day
Practice of palmistry, phrenology, astrology, fortune telling, mind reading, clairvoyancy, magic or any healing practices not licensed by the State of Arizona, or any similar calling without a fixed place	\$50.00/day
Duplicate Business License	\$10.00 - non-refundable
Verification of License Letter	\$10.00 - non-refundable
FALSE ALARM SERVICE CHARGES (PER CALENDAR YEAR)	
First and second	None
Third	\$50.00
Fourth	\$75.00
Fifth and Sixth	\$100.00
Seventh or more	\$200.00 each
ALARM SYSTEM LICENSE PERMIT	
License fee	\$25.00/annually - non-refundable
WIRELESS COMMUNICATIONS (CELL TOWER ON TOWN PROPERTY)	
Lease Agreement Application Fee, each location	\$250.00, per location - non-refundable
Amendments to Cell Tower Lease Agreements	\$250.00, per location - non-refundable
Small Cell Wireless Facilities: (all fees are non-refundable)	
ROW Use Fee	\$50.00/year x number of small wireless facilities
Authority utility pole attachment	\$50.00/year per utility pole attachment
Small Wireless Facilities (SWF) collocation	\$100.00 per SWF up to five
Small Wireless Facilities (SWF) collocation	\$50.00 for SWF over five
Batched applications for up to 25 SWF's	\$100.00 per SWF up to five (at \$100 each) (\$500 maximum fee)
Batched applications for up to 25 SWF's	\$50.00 per SWF 6 - 20 sites (\$1,000 maximum fee)
Applications for new, replacement or modified utility poles NOT subject to zoning review	Not to Exceed \$750.00
Applications for new, replacement or modified utility poles and collocation of wireless facilities subject to zoning review	Not to Exceed \$1,000.00

Description	Proposed Fee FY19-20
SPECIAL EVENT PERMITS	
Special Event Permits - Food/Event Vendors	
Application Fee - Local (Fountain Hills) Business	\$100.00 - non-refundable
Application Fee - Non-Local Business	\$350.00 - non-refundable
Special Event Permits - Business	
Application Fee - Business (If submitted at least 60 days prior to the event date)	\$100.00 - non-refundable
Application Fee - If submitted 59 days or less prior to the event date	\$300.00 - non-refundable
Permit Fee	\$50.00 per day (not to exceed \$400.00)
Special Event Permits - Non-Profit	
Application Fee - Charitable Organization (If submitted at least 60 days prior to the event date)	\$50.00 - non-refundable
Application Fee - If submitted 59 days or less prior to the event date	\$200.00 - non-refundable
Permit Fee	\$25.00 per day (not to exceed \$200.00)
Special Event Permits - Extra Fees	
Special Event Liquor Application Fee	See alcohol license application fees - non-refundable
Utility Fees	Actual cost of usage
Park/Open Space Fees, including Amphitheater, Avenue of the Fountains Plaza, Great Lawn, Centennial Circle and other lawns - Event with less than 5,000 attendance	\$2,500.00/day
Park/Open Space Fees, including Amphitheater, Avenue of the Fountains Plaza, Great Lawn, Centennial Circle and other lawns - Event with more than 5,000 attendance	\$3,500.00/day
Special Event Permits - Deposit Fees	
Events with less than 1,000 attendance	\$500.00
Events with 1,000 - 1,999 attendance	\$1,000.00
Events with 2,000 - 5,000 attendance	\$2,500.00
Events with over 5,000 attendance	\$5,000.00
Special Event Permit Fees - Road Closure Admin Fees	
Events with less than 1,000 attendance	\$500.00
Events with 1,000 - 1,999 attendance	\$750.00
Events with 2,000 - 5,000 attendance	\$1,000.00
Events with over 5,000 attendance	\$1,500.00
Special Event Permit Fees - Vendor Compliance Fine	
First time penalty	\$250.00
Recurring penalty	\$750.00
Film permit application	\$50.00 non-refundable

Description	Proposed Fee FY19-20
ALCOHOL LICENSE APPLICATION	
Person Transfer Fee	\$150.00 - non-refundable
Location Transfer Fee	\$150.00 - non-refundable
Probate/Will Assignment/Divorce Decree	\$150.00 - non-refundable
Extension of Premise	\$50.00 - non-refundable
Sampling Permit	\$50.00 - non-refundable
Acquisition of Control/Restructure/Agent Change	\$100.00 - non-refundable
Initial/Interim Application Fee	
01 - In State Producer	\$500.00 - non-refundable
02 - Out of State Producer	\$500.00 - non-refundable
03 - Domestic Microbrewery	\$500.00 - non-refundable
04 - In State Wholesaler	\$500.00 - non-refundable
05 - Government	\$500.00 - non-refundable
06 - Bar, All Spirituous Liquors	\$500.00 - non-refundable
07 - Beer & Wine Bar	\$500.00 - non-refundable
08 - Conveyance	\$500.00 - non-refundable
09 - Liquor Store	\$500.00 - non-refundable
10 - Beer & Wine Store	\$500.00 - non-refundable
11 - Hotel/Motel	\$500.00 - non-refundable
12 - Restaurant	\$500.00 - non-refundable
13 - Domestic Farm Winery	\$500.00 - non-refundable
14 - Private Club	
15 - Special Event	\$25.00 - non-refundable
16 - Wine Festival/Wine Fair	\$25.00 - non-refundable
ADULT ORIENTED BUSINESS LICENSE	
Application Fee - Business	\$500.00 - non-refundable
Application Fee - Provider	\$100.00 - non-refundable
Application Fee - Manager	\$100.00 - non-refundable
Application Fee - Employee (per person)	\$50.00 - non-refundable
License Fee - annual - Business	\$200.00 - non-refundable
License Fee - annual - Provider	\$100.00 - non-refundable
License Fee - annual - Manager	\$100.00 - non-refundable
CABLE LICENSE	
Initial License Application	\$2,500.00 - non-refundable
Transfer of ownership	\$2,000.00 - non-refundable
License modification, pursuant to 47 USC Sec 545	\$2,500.00 - non-refundable
Other License modification	up to \$2000.00 - non-refundable
License fee - quarterly	5% of gross receipts
Late fee (afeeter 30 days)	5% plus interest of 1 1/2% per month

Description	Proposed Fee FY19-20
EXCAVATIONS/IN - LIEU FEES	
Base fee (per excavation)	\$250.00 plus:
Trench cut fees:	
Newly paved or overlaid 0 - 1 yrs.	\$55.00 per lineal feet
Newly paved or overlaid 1 - 2 yrs.	\$45.00 per lineal feet
Newly paved or overlaid 2 - 3 yrs.	\$35.00 per lineal feet
Newly paved or overlaid 3 - 4 yrs.	\$25.00 per lineal feet
Newly paved or overlaid 4 - 5 yrs.	\$15.00 per lineal feet
Newly paved or overlaid 5 - 6 yrs.	\$10.00 per lineal feet
Slurry or chip sealed 0 - 2 years	\$4.00 per lineal feet
Pavement replacement greater than 300 feet in	\$2.50 per square yard
Utility Pit fees:	
Newly paved or overlaid 0 - 1 yrs.	\$5.00 per square feet
Newly paved or overlaid 1 - 2 yrs.	\$4.50 per square feet
Newly paved or overlaid 2 - 3 yrs.	\$3.50 per square feet
Newly paved or overlaid 3 - 4 yrs.	\$2.50 per square feet
Newly paved or overlaid 4 - 5 yrs.	\$1.50 per square feet
Newly paved or overlaid 5 - 6 yrs.	\$1.00 per square feet
Slurry or chip sealed 0 - 2 years	\$5.00 per square feet
Adjustment (MH, valve, monument, etc.)	\$500.00 each
Striping	\$.55 per linear feet
Lane Markers	\$150.00 each
Stop Bars	\$2.50 per square feet
Crosswalks	\$.79 per square feet
RPMs	\$7.00 each
Seal-Coat	\$2.00 per square yard
ENCROACHMENT/ENGINEERING PERMITS	
Base Permit Fee	\$70.00 - non-refundable
2"/6" Paving A.C.	\$.35 per square yard
1" Paving - Overlay or Top Course	\$.15 per square yard
1" ABC or Select Subbase	\$.05 per square yard
Permanent Barricading	\$25.00 each
Guard Rail/Hand Rail	\$.20 per linear feet
Survey Monuments	\$10.00 each
Concrete Aprons	\$15.00 each
Scuppers	\$15.00 each
Review for Adjustments MH, etc.	\$10.00 each
4" Paving - PC Concrete	\$.22 per square yard
Decorative Sidewalk or Paving	\$.30 per linear feet
Sidewalk & Bike path	\$.30 per linear feet
Curb & Gutter	\$.20 per linear feet
Valley Gutter	\$.50 per linear feet
Sign (regulator, street etc.)	\$5.00 each
Pavement Cuts	\$2.00 per linear feet
Driveway/Driveway Modifications	\$30.00 each
Utility, Water Line, Sewer Line Trench	\$.15 per linear feet
Drywells (maxwell or similar)	\$100.00 each
Storm Drain Pipe	\$2.00 per linear feet
Catch Basins, Headwells	\$50.00 each

Legal - Exhibit C - Comprehensive Fee Schedule FY19-20.xlsx

Description	Proposed Fee FY19-20
ENCROACHMENT/ENGINEERING PERMITS (CONT.)	
Cutoff Walls	\$.35 per linear foot
Slope Protection	\$.30 per square yard
Rip Rap	\$.90 square feet
Retaining Wall	\$1.53 per linear foot
Cut/Fill (Materials Moved)	\$.40 per cubic yard
Box Culverts	5% of attached estimate
Miscellaneous	5% of attached estimate
Landscaping	5% of attached estimate
Irrigation	5% of attached estimate
Lighting	5% of attached estimate
Grading	5% of attached estimate
Utility Splice/Repair Pits (outside pvmt)	\$2.00 square feet (minimum \$50.00)
Other	5% of attached estimate
In Lieu Payments	Calculated for cuts greater than 300 feet in length - per MAG section 336
Traffic Control Plan Review	\$200.00
Engineering Plan Review Fee	\$350.00 per sheet
Failure to obtain an Encroachment Permit	\$200.00
Failure to obtain a Final Inspection	\$100.00
Reinspection Fee	\$150.00
Investigation Fee for Work Done Without Permit	\$250.00 or the permit fee, whichever is greater, but not to exceed \$2,500.00 for every day or a portion of a day from the time unpermitted work began until a permit is obtained
Oversize/Overweight Vehicle Permit	\$210.00
Haul Route Permit (greater than or equal to 500 cubic yards)	\$210.00
Failure to barricade or improper barricading	Up to \$1,000.00
Permit Extension	\$50.00
Penalty for work w/o permit	50% of Permit Fee
Minimum Plan Review	\$70.00 per hour (1 - hour Minimum)
ENVIRONMENTAL FEE	
Environmental fee:	
per residential solid waste account	\$3.00 per month per parcel; billed \$36.00 annually
per multifamily solid waste account (with a range for number of units)	to be determined
commercial solid waste accounts (license fee and/or cost per commercial account)	to be determined
late fee for paying the environmental fee	\$5.00 per month up to a maximum of \$35.

Description	Proposed Fee FY19-20
DEVELOPMENT SERVICES FEES	
Easement or Right-of-Way Abandonment	\$350.00
Hillside Protection Reconfiguration and/or Replacement of Hillside Protection Easement	\$350.00
Revocation Administrative Fee	\$300.00
Engineering Plan Review Fee	\$350.00 per sheet
Final Plat Improvement:	
Plan Checking	\$350.00 per sheet (includes 2nd and 3rd reviews)
Except water and sewer plans	\$175.00 per sheet (includes 2nd and 3rd reviews)
Water and sewer plans only	\$200.00 per sheet with corrections (4th+ reviews); \$75.00 per sheet for addendums (changes made after approval).
Engineering Report/Calculations Review Fee (Drainage, Environmental, Traffic, Structural, Water, Sewer, etc.)	\$350.00 per report
New/Address Change	\$25.00
DEVELOPMENT FEES	
Single Family Residential	\$1,601.00
Multi - Family Residential	\$1,601.00/dwelling
Commercial	\$0.243/square feet
Office	\$0.243/square feet
Hotel	\$0.243/square feet
Industrial	\$0.243/square feet
Fee Detail (From Above)	
Park & Recreation	
Residential (1)	\$1,301.00/dwelling
Fire and Emergency	
Residential (1)	\$300.00/dwelling
Non - Residential (2)	\$0.243/square feet
<i>(1) Residential includes single and multi - family dwelling units</i>	
<i>(2) Non - residential includes commercial and industrial square footage</i>	

Legal - Exhibit C - Comprehensive Fee Schedule FY19-20.xlsx

Description	Proposed Fee FY19-20
PLANNING & ZONING FEES	
Administrative Use Permit/Grand Opening Sign	\$25.00
Appeal of a Decision by the Zoning Administrator	\$1,000.00 plus notification *^
Area Specific Plans and amendments	\$3,000.00 plus \$ 100.00 per acre ^
Comprehensive Sign Plans and amendments	\$200.00
Commercial/Industrial/Multi-Family Site Plan Review	\$500.00 plus \$200.00 for every 5,000 square feet or portion thereof ^
Condominium Plats	\$1,500.00 plus \$50.00 per unit ^
Continuance at Applicant Request	\$250.00
Cut & Fill Waiver	\$300.00
Development Agreements	\$5,000.00 plus \$100 per acre or portion thereof
Development Agreements - Amendment	\$5,000.00
Final Plats	\$1,500.00 plus \$ 50.00 per lot, unit or tract ^
General Plan Amendments	Minor \$ 3,000.00 plus \$ 100.00 per acre ^ Major \$ 5,000.00 plus \$ 100.00 per acre ^
Hillside Protection Easement (HPE)	\$20.00 + applicable recording fees
Land Disturbance Fee	\$10.00 per square feet plus revegetation
Landscape Plan Review	\$420.00 plus \$ 2,500.00 refundable deposit **
Public notice in Newspaper	actual newspaper posting cost plus \$10.00 processing
Notification fee	\$5.00 per mailing label plus actual newspaper posting cost plus \$10.00 processing.
Ordinances (Text Amendments)	\$2,000.00 plus notification *
Planned Area Developments (PAD)	\$2,000.00 plus \$100.00 per acre or portion thereof plus notification *
Planned Area Developments (PAD) - Amendment	\$2,000.00
Planned Unit Developments (PUD)	\$2,000.00 plus \$100.00 per acre or portion thereof plus notification *
Planned Unit Developments (PUD) - Amendment	\$2,000.00
Plat Abandonments	\$500.00 ^
Preliminary Plats	\$2,000.00 plus \$50.00 per lot, unit or tract^
Recording Fees (<i>subject to change without notice</i>)	\$10.00 plus actual cost
Replats (lot joins, lot divisions, lot line adjustments)	\$500.00 up to three lots, more than 3 lots use Final Plat fees ^
Rezoning (Map)	\$2,000.00 plus \$100.00 per acre or portion thereof plus notification *^
Saguaro Cactus Permit	\$90.00
Special Use Permits and amendments	\$500.00 plus notification *^ - non-refundable
Temporary Use Permits	\$200.00 plus notification * - non-refundable
Temporary Visitor Permit (RV Parking):	\$25.00
Time Extension Fee	\$100.00
Tract Housing	\$500.00 per Standard Plan + \$100 per
Variations	\$1,000.00 plus \$300.00 for each additional variance
Zoning Verification Letter	\$200.00
*\$5.00 per mailing label plus actual newspaper posting cost plus \$10.00 processing.	
**Deposit required for Certificate of Occupancy (C of O) if landscaping is not installed; refundable upon landscaping approval by Town within six (6) months.	

^All fees include up to 3 reviews by staff. Any additional reviews will be subject to an additional fee equal to 25% of the original fee. The "recording fee" is per Maricopa County's Fee Schedule and is, therefore, subject to change.

Description	Proposed Fee FY19-20
BUILDING PERMIT/PLAN CHECK – SINGLE FAMILY RESIDENTIAL	
Single Family Homes (Includes Permit and Plan Review)	
Livable Area with A/C	\$.75 square feet
Covered Area: Garage and/or Patio (non A/C)	\$.45 square feet
Single Family Addition Area non A/C	\$.75 square feet \$.45 square feet
Single Family Remodel Area non A/C	\$.23 square feet \$.14 square feet
Specialized Permits (Includes Permit and Plan Review)	
Solar Photovoltaic	\$140.00
Fence Walls	\$70.00 plus \$.15 LF (Linear Footage)
Retaining Walls	\$70.00 plus \$1.53 LF (Linear Footage)
Pools & Spas Attached	\$290.00 plus \$.90 square feet
Stand Alone Spas	\$235.00
Landscape Plan Review	\$420.00 plus \$ 2,500.00 refundable deposit **
Miscellaneous Permits (Plan Review Fee Extra)	
One Discipline Permit	\$70.00 (building, plumbing, electrical or
Combination Permit	\$210.00
Miscellaneous Plan Review	
Minimum Plan Review	\$70.00 per hour (1 - hour Minimum)
Revisions to Approved Plans	\$70.00 per hour (1 - hour Minimum)
Over the Counter Permits (No Plan Review Fee Required)	
Plumbing - Water heater replacement/solar (minor)	\$70.00
Mechanical - HVAC replacement (minor)	\$70.00
Electrical - panel repair (minor)	\$70.00
Demolition (minor)	\$120.00
Plan Review Add On (After 3rd Review)	50% of Bldg Permit/Plan Review Fee
Reinspection Fee	\$150.00 per Trip
Plan copies 24x36	\$3.00 per page - B&W \$5.00 per page - Color
Permit Extensions - Residential new	\$400.00
Permit Extensions - Residential remodel only (If Town has all records and within current Code cycle)	\$100.00
Refund for cancelled Single Family Home permit	35% of building permit fee paid - request must be made within 180 days of original payment
Penalty for failure to obtain a building permit	50% of Bldg Permit/Plan Review Fee

Description	Proposed Fee FY19-20
BUILDING PERMIT/PLAN CHECK - COMMERCIAL	
Commercial Building Permit (Includes Permit and Plan Review)	
Area with A/C	\$.75 square feet
Covered Area (non A/C)	\$.45 square feet
Commercial Building Addition	
Area with A/C	\$.75 square feet
Covered Area (non - A/C)	\$.45 square feet
Commercial Remodel (Existing)	
Area with A/C	\$145.00 plus \$.23 square feet
Covered Area (non - A/C)	\$145.00 plus \$.14 square feet
Shell Only for Commercial & Multi - Family	
Area with A/C	\$205.00 plus \$.50 square feet
Covered Area (non - A/C)	\$70.00 plus \$.45 square feet
Commercial Tenant Improvement	
Area with A/C	\$145.00 plus \$.23 square feet
Covered Area (non - A/C)	\$145.00 plus \$.14 square feet
Apartments/Condominiums	
Livable Area with A/C	\$.75 square feet
Covered Area (non - A/C)	\$.45 square feet
Apartments/Condominiums with 4 or more units & recurring floor plans (0 -100,000 livable square feet)	
Livable Area with A/C	\$.60 square feet
Covered Area (non - A/C)	\$.37 square feet
Apartments/Condominiums with 4 or more units & recurring floor plans (Over 100,000 livable square feet)	
Livable Area with A/C	\$.53 square feet
Covered Area (non - A/C)	\$.33 square feet
Specialized Permits (Includes Permit and Plan Review)	
Solar Photovoltaic	\$140.00
Fence Walls	\$70.00 plus \$.15 Lf (Linear Footage)
Retaining Walls	\$70.00 plus \$1.53 LF (Linear Footage)
Pools & Spas Attached	\$290.00 plus \$.90 square feet
Stand Alone Spas	\$235.00
Landscape Plan Review	\$420.00 plus \$ 2,500.00 refundable deposit **
**Deposit required for Certificate of Occupancy (C of O) if landscaping is not installed; refundable upon landscaping approval by Town within six (6) months.	

Description	Proposed Fee FY19-20
BUILDING PERMIT/PLAN CHECK - COMMERCIAL (CONT.)	
Miscellaneous Permits (Plan Review Fee is Separate)	
Minimum Permit (one discipline)	\$70.00 (or \$210.00 for building, plumbing, electrical and mechanical)
Minimum Combination (all disciplines)	\$210.00
Sign Permit, less than 32 square feet (Face	\$50.00 per sign
Sign Permit, greater than 32 square feet (Face Replacement Only)	\$100.00 per sign
Sign Permit, less than 32 square feet (New)	\$190.00 per sign
Sign Permit, greater than 32 square feet (New)	\$240.00 per sign
Miscellaneous Plan Review	
Minimum Plan Review	\$70.00 per hour (1 - hour Minimum)
Revisions to Approved Plans	\$70.00 per hour (1 - hour Minimum)
Over the Counter Permits (No Plan Review Fee Required)	
Plumbing - Water heater replacement/solar (minor)	\$70.00
Mechanical - HVAC replacement (minor)	\$70.00
Electrical - panel repair (minor)	\$70.00
Demolition (minor)	\$120.00
Plan Review Add On (Afeeter 3rd Review)	50% of Bldg Permit/Plan Review Fee
Reinspection Fee	
	\$150.00 per trip
Permit Extensions - Commercial new construction only (If Town has all records and within current Code cycle)	
	\$400.00
Permit Extensions - Commercial remodel only (If Town has all records and within current Code cycle)	
	\$100.00
Penalty for failure to obtain a building permit	
	50% of Bldg Permit/Plan Review Fee
Refund for cancelled Commercial Building permit (must be done in writing)	
	35% of building permit fee paid - request must be made within 180 days of original payment
Appeal of Decision by Building Official/Fire Marshall	
	\$1,000.00 plus notification *^
*\$5.00 per mailing label plus actual newspaper posting cost plus \$10.00 processing.	
^All fees include up to 3 reviews by staff. Any additional reviews will be subject to an additional fee equal to 25% of the original fee. The "recording fee" is per Maricopa County's Fee Schedule and is, therefore, subject to change.	

Description	Proposed Fee FY19-20
<i>FIRE SAFETY FEES</i>	
Residential Automatic Sprinkler System Plan Review/Inspection	\$.05 square feet (minimum \$25.00)
Commercial Automatic Sprinkler System Plan Review/Inspection	\$.10 square feet (minimum \$50.00)
Commercial Auto Sprinkler System Modification Plan Review/Inspection	\$75.00
Commercial Hood System Plan Review/Inspection	\$100.00
Commercial Fire Alarm System Plan Review/Inspection	\$100.00
Commercial Fire Alarm System Modification Plan Review/Inspection	\$50.00
Residential LPG Installation Review/Inspection	\$50.00
Annual Adult Residential Group Care Inspection	\$100.00 per year
Annual Commercial Fire Inspection Fee	\$0.00
Tent Permit Fee (any tent over 200 square feet & any canopy over 400 square feet)	\$100.00
Reinspection Fee (beyond one re-check)	\$150.00 per trip
<i>ABATEMENT FEES</i>	
Inspection fee	\$70.00 per hour (1 - hour minimum)
Reinspection fee	\$150.00 per trip
<i>PARK FACILITY RENTALS</i>	
Park Rental Fees - Resident/Organization ⁽¹⁾	
Small Ramada - 2 hour minimum	Per Hour \$10.00
Medium Ramada - 2 hour minimum	\$15.00
Large Ramada - 2 hour minimum	\$20.00
Meeting Rooms 2 hour minimum	\$10.00
Multi-Purpose Fields - 2 hour minimum	\$15.00
Tennis Courts - 90 minute reservation	\$5.00 without lighting
Tennis Courts - 90 minute reservation	\$7.00 with lighting
Open Park space, including Amphitheater, Avenue of the Fountains Plaza, Great Lawn, Centennial Circle and other lawns	\$400.00/half day (4 hours or less) \$750.00/full day (over 4 hours)
⁽¹⁾ 10% wedding discount when combined with Community Center Rental	

Description	Proposed Fee FY19-20
PARK FACILITY RENTALS (CONT.)	
Park Rental Fee Extras	
Power Distribution Box Rental Fee & Deposit	\$15.00/box per day; \$100.00 deposit per box and power cable
Athletic Field Lights (2 hour minimum)	\$10.00 per hour
Athletic Field – Prep & Bases	\$25.00 per field
Alcohol Permit with Park Reservation	\$10.00 for 50 Consuming Adults - non-refundable
Fountain Operation	\$265.00 Per Half - Hour
Staff (2 hour minimum)	\$21.00 - \$38.00 Per Hour
Park Rental Fees - Non-Resident/ Commercial	
Per Hour	
Small Ramada - 2 hour minimum	\$15.00
Medium Ramada - 2 hour minimum	\$22.50
Large Ramada - 2 hour minimum	\$30.00
Meeting Rooms - 2 hour minimum	\$15.00
Multi-Purpose Fields - 2 hour minimum	\$22.50
Tennis Courts - 90 minute reservation	\$10.00 without lights
Tennis Courts - 90 minute reservation	\$14.00 with lights
Open Park space, including Amphitheater, Avenue of the Fountains Plaza, Great Lawn, Centennial Circle and other lawns	\$750.00/half day (4 hours or less) \$1,400.00/full day (over 4 hours)
⁽¹⁾ 10% wedding discount when combined with Community Center Rental	
Park Rental Fee Extras	
Power Distribution Box Rental Fee & Deposit	\$15.00/box per day; \$100.00 deposit per box and power cable

Legal - Exhibit C - Comprehensive Fee Schedule FY19-20.xlsx

Athletic Field Lights - 2 hour minimum	\$10.00 per hour
Athletic Field - Prep & Bases	\$25.00 per field
Alcohol Permit with Park Reservation	\$10.00 for 50 Consuming Adults - non-refundable
Fountain Operation	\$265.00 Per Half - Hour
Staff - 2 hour minimum	\$21.00 - \$38.00 Per Hour
Recreation Fees	
Program Cancellation Fee	\$10.00
Description	Proposed Fee FY19-20
COMMUNITY CENTER RENTALS	
Community Center Rental - Resident/ Organization (Tier 2) ⁽²⁾	Per Hour
Any Meeting Room - 2 hour minimum	\$17.00
One Ballroom (30 - 90 people) Minimum 4 hours	\$36.00
Two Ballrooms *(91 - 160 people) Minimum 4 hours	\$72.00
Three Ballrooms*(161 - 250 people) Minimum 4 hours	\$108.00
Grand Ballroom *(251 - 450 people) Minimum 4 hours	\$144.00
Lobby ⁽²⁾	Per Hour
4 hour minimum	\$34.00
Grand Ballroom & Lobby ⁽²⁾	
All Day Rate (Monday - Thursday 7:00 am to Midnight)	\$1,760.00
All Day Rate (Friday - Saturday 7:00 am to Midnight)	\$2,200.00
Weekend Rates: Friday & Saturday ⁽²⁾	Weekend Rates: Friday-Sunday
Ballroom 3 (includes patio access and views)*	Per Hour
4 hour minimum	\$41.00

Ballroom 4 (includes patio access and views)	
4 hour minimum	\$41.00
Tier 2 Groups meeting 6 or More Times per Year:	
4 hour minimum with contract	50% of Resident/Non-Profit rate
*Ballroom 3 not available as a standalone rental	
⁽²⁾ 10% wedding discount when combined with a Park Rental	
Description	Proposed Fee FY19-20
COMMUNITY CENTER RENTALS (CONT.)	
Community Center Rental - Non-Resident/ Commercial (Tier 3) ⁽²⁾	Per Hour
Any Meeting Room	\$39.00
One Ballroom (30-90 people)	
4 hour minimum	\$83.00
Two Ballrooms *(91 - 160 people)	
4 hour minimum	\$166.00
Three Ballrooms*(161 - 250 people)	
4 hour minimum	\$249.00
Grand Ballroom *(251 - 450 people)	
4 hour minimum	\$332.00
Lobby ⁽²⁾	
4 hour minimum	\$69.00
Grand Ballroom & Lobby ⁽²⁾	
All Day Rate (Monday - Thursday 7:00 am to	\$4,400.00
All Day Rate (Friday - Saturday 7:00 am to Midnight)	\$5,500.00
Weekend Rates: Friday & Saturday ⁽²⁾	
Ballroom 3 (includes patio access and views)*	Per Hour
4 hour minimum	\$124.00
Ballroom 4 (includes patio access and views)	
4 hour minimum	\$124.00
Tier 3 Groups meeting 6 or More Times per Year:	
4 hour minimum with contract	50% of Non-Resident/Commercial Rate
*Ballroom 3 not available as a standalone rental	
⁽²⁾ 10% wedding discount when combined with a Park Rental	

Description	Proposed Fee FY19-20
COMMUNITY CENTER RENTALS (CONT.)	
Community Center Extra Service Fees - Resident/Non-Profit	
Video Projector - Note Vission 3,000 Lumens	\$40.00
Overhead Projector	\$15.00
Slide Projector	\$15.00
27" TV	\$15.00
Flat Screen TV	\$25.00
TV/VCR (or DVD)	\$0.00
VCR or DVD Player	\$10.00
Small Screen	\$5.00
Large Screen (8' x 10')	\$10.00
Large Screen Border	\$15.00
Ping Pong Table	\$15.00 per rental
Internet Access	
Hard Wire	\$125 per day
Sound Reinforcement	
Wireless Microphones	\$5.00
Speaker Table (Includes Mixing Board)	\$15.00 each
Conference Phone	\$10.00
Portable Sound System (Includes Mixing Board and/or Portable Speaker)	\$25.00
CD Player	\$10.00
Electricity (per booth)	
110 V	\$15.00
220 V	\$40.00
Other	
Easel	\$5.00
Papers & Markers	\$10.00
Portable White Board	\$5.00
Walker Display Board	\$5.00
Items for Sale	
25' Extension Cord	\$15.00 each
Power Strip	\$15.00 each
Masking Tape	\$5.00 per roll
Miscellaneous	
Dance Floor - per 3' x 3' parquet square	\$3.00
Staging 6' x 8" section	\$5.00
Piano - Tuning Extra	
Upright	\$25.00
Grand	\$50.00
Coffee Service	\$5.00 per 8 cup pack

Description	Proposed Fee FY19-20
COMMUNITY CENTER RENTALS (CONT.)	
Community Center Extra Service Fees - Non - Resident/Commercial	
Video Projector - Note Vission 3,000 Lumens	\$75.00
Overhead Projector	\$30.00
Slide Projector	\$30.00
27" TV	\$30.00
Large Flat Panel Monitor	\$50.00
Flat Screen TV	\$50.00
VCR or DVD Player	\$20.00
Small Screen	\$10.00
Large Screen (8' x 10')	\$20.00
Large Screen Border	\$30.00
Ping Pong Table	\$30.00 per rental
Internet Access	
Hard Wire	\$125.00 per day
Sound Reinforcement	
Wireless Microphones	\$15.00
Speaker Table (Includes Mixing Board)	\$15.00 each
Conference Phone	\$20.00
Portable Sound System (Includes Mixing	\$50.00
CD Player	\$20.00
Electricity (per booth)	
110 V	\$25.00
220 V	\$75.00
Other	
Easel	\$10.00
Papers & Markers	\$20.00
Portable White Board	\$10.00
Walker Display Board	\$10.00
Items for Sale	
25' Extension Cord	\$15.00 each
Power Strip	\$15.00 each
Masking Tape	\$5.00 each
Miscellaneous	
Dance Floor - Per 3' x 3' parquet square	\$5.00
Staging 6' x 8" section	\$10.00
Piano - Tuning Extra	
Upright	\$50.00
Grand	\$100.00
Coffee Service	\$5.00 per (10) 8oz cup pack
Portable Bar	\$50.00
Labor Charges	\$25/hour
NOTE: All Rentals Are Subject To Applicable Arizona Sales Taxes	
Description	
Proposed Fee FY19-20	
SENIOR SERVICES ANNUAL MEMBERSHIP FEES (CALENDAR YEAR)	

Legal - Exhibit C - Comprehensive Fee Schedule FY19-20.xlsx

Resident	\$20.00
Non - Resident	\$30.00
COURT FEES	
Non-Sufficient Funds (checks returned to Court)	\$30.00 per check
Public Defender	Actual costs for appointed attorney
Jail Reimbursement	Actual costs billed by County for jail time served
Jury Costs (assessed if jury trial canceled within five days of trial)	Actual administrative costs
Civil Traffic Default	\$50.00 per defaulted charge
Warrant	\$50.00 per warrant issued
Diversion Program Rescheduling	\$25.00
Court Clerk	\$17.00
Court User	\$30.00 per charge, plus surcharges
Public Records Search	\$2.00 per name
Copies	\$0.50 per page
Certified Copies	\$17.00
Copies of CDs	\$17.00
NOTE: Court fees are subject to change throughout the fiscal year in accordance with State Law and Arizona Supreme Court Rules.	



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/4/2019

Meeting Type: Regular Session

Agenda Type: Regular

Submitting Department: Development Services

Staff Contact Information: Marissa Moore, Senior Planner, mmoore@fh.az.gov

REQUEST TO COUNCIL (Agenda Language):

PUBLIC HEARING and CONSIDERATION of Ordinance 19-04, an amendment to the Town of Fountain Hills Zoning Ordinance and Zoning Map to revert the zoning of approximately 5.74 acres generally located at the northwest corner of N Saguaro Boulevard and E Trevino Drive (AKA APN#176-10-811) from Hemingway Planned Area Development zoning district to C-1 – Neighborhood Commercial and Professional zoning district.

Case #Z2019-02

Applicant and Owner: Dan Kauffman obo Pinnacle View Development, LLC

Applicant and Owner Contact Information: 16810 E Avenue of the Fountains, Fountain Hills, AZ 85268

Property Location: 9700 N Saguaro Boulevard

Related Ordinance, Policy or Guiding Principle:

Zoning Ordinance Section 2.01 – Amendments or Zone Changes

Zoning Ordinance Section 2.02 – Special Use Permits

Zoning Ordinance Chapter 23 – Planned Area Development (PAD) District

2010 General Plan Chapter 3 - Land Use Map – (Figure 11)

Ordinance 15-05 Hemingway Planned Area Development

Staff Summary (background):

On May 21, 2015, Town Council approved Ordinance 15-05, which rezoned the subject property from C-1 - Neighborhood Commercial and Professional to “Hemingway Planned Area Development”. A condition of approval was for development of the project to commence within three years of the effective date of the PAD, which expired May 21, 2018. There are also terms outlined for the applicant to request a one-year extension.

The Hemingway PAD establishes Town Council can take one of two actions at the time the PAD expires, as it relates to the zoning of this property:

1. Revert the property to C-1 – Neighborhood Commercial and Professional zoning designation; or
2. Maintain the Hemingway PAD designation for one more year.

In 2018, prior to expiration of the PAD, the applicant requested a one-year extension. At the June 26, 2018 Town Council meeting, the Council voted to extend the Hemingway PAD for one year. That one-year extension expired on May 21, 2019.

The applicant has submitted a request to have the zoning revert from Hemingway PAD to C-1 – Neighborhood Commercial and Professional (see attached letter from the Pinnacle View Development).

Risk Analysis (options or alternatives with implications):

Approving the request to revert the property would remove the development requirements set forth in the PAD and the property would then be subject to the requirements set forth in the Zoning Ordinance for the C-1 zoning district.

Denying the request to revert the zoning for this property would maintain the Hemingway PAD and the development requirements set forth in Ordinance 15-05.

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

Budget Reference (page number): NA

Funding Source: NA

If Multiple Funds utilized, list here: NA

Budgeted; if No, attach Budget Adjustment Form: NA

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

Staff Recommendation(s):

Staff recommends Town Council APPROVE Ordinance 19-04, to revert the subject property from Hemingway Planned Area Development to C-1 – Neighborhood Commercial and Professional zoning designation.

List Attachment(s):

Location Map
Land Use Map
Zoning Map
Applicant Request Letter
Draft Ordinance 19-04

SUGGESTED MOTION (for Council use)

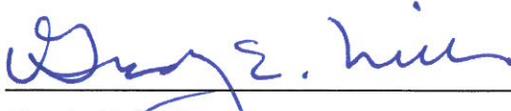
Move to APPROVE Ordinance 19-04, an amendment to the Town of Fountain Hills Zoning Ordinance and Zoning Map to revert the zoning of approximately 5.74 acres generally located at the northwest corner of N Saguaro Boulevard and E Trevino Drive (AKA APN#176-10-811) from Hemingway Planned Area Development zoning district to C-1 – Neighborhood Commercial and Professional zoning district. (Case #Z2019-02).

Prepared by:



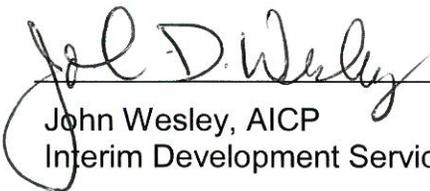
Marissa Moore, AICP 5/23/19
Senior Planner date

Approved:



Grady E. Miller date
Town Manager

Director's Approval:



John Wesley, AICP 5/22/19
Interim Development Services Director date



Location Map - 9700 N Saguaro Blvd



Pinnacle View Development, LLC

PO Box 18571

Fountain Hills, AZ 85269

(480) 816-6155 ~ Fax (408) 816-6160

office@kauffmanhomes.com

February 13, 2019

Dear Marissa,

As the owner of the property located at 9700 N. Saguaro Blvd., I am requesting the zoning to be reverted back to C-1. I feel that this zoning will be the best use of the property.

Thank you,

A handwritten signature in black ink, appearing to read 'DKM', with a long horizontal flourish extending to the right.

Dan Kauffman

ORDINANCE NO. 19-04

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, AMENDING THE OFFICIAL ZONING DISTRICT MAPS OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, BY REVERTING THE ZONING DESIGNATION OF APPROXIMATELY 5.74 ACRES GENERALLY LOCATED AT THE NORTHWEST CORNER OF N SAGUARO BOULEVARD AND E TREVINO DRIVE (AKA APN#176-10-811) FROM HEMINGWAY PLANNED AREA DEVELOPMENT ZONING DISTRICT TO C-1 – NEIGHBORHOOD COMMERCIAL AND PROFESSIONAL ZONING DISTRICT.

RECITALS:

WHEREAS, the Town of Fountain Hills (the “Town”) adopted Ordinance No. 93-22, on November 18, 1993, adopting the Zoning Ordinance for the Town of Fountain Hills (the “Zoning Ordinance”); and

WHEREAS, Chapter 2, Procedures, Section 2.01, Amendments or Zone Changes, of the Zoning Ordinance establishes the authority and procedures for amending the zoning district boundaries; and

WHEREAS, following a public hearing held on May 21, 2015, Ordinance #15-05 was approved to rezone approximately 5.74 acres generally located at the northwest corner of N Saguaro Boulevard and E Trevino Drive (aka APN#176-10-811) from C-1 – Neighborhood and Professional Commercial to Hemingway Planned Area Development Zoning District; and

WHEREAS, Ordinance #15-05 sets forth conditions of approval of the project, including a requirement that the development of the project must commence within three years of the date on which the Hemingway PAD was approved; and

WHEREAS, Ordinance #15-05 includes provisions for up to four one-year extensions of the above-stated time condition; and

WHEREAS, following a public hearing held on June 26, 2018, the Mayor and Council of the Town of Fountain Hills approved Resolution No. 2018-31, granting a one-year extension to the Hemingway Planned Area Development Zoning District designation in accordance with Ordinance #15-05; and

WHEREAS, the one-year extension will expire on May 21, 2019; and

WHEREAS, Ordinance #15-05 includes provisions for the Mayor and Council to revert the Hemingway Planned Area Development Zoning District designation back to C-1 – Neighborhood Commercial and Professional zoning designation by taking legislative action; and

WHEREAS, the property owner has requested the zoning be reverted to C-1 – Neighborhood Commercial and Professional Zoning District designation prior to the expiration of Resolution No. 2018-31; and

WHEREAS, ARIZ. REV. STAT. § 9-462.01(E) permits a municipal legislative body to take legislative action to cause such property to revert to its former zoning classification; and

WHEREAS, in accordance with the Zoning Ordinance and pursuant to ARIZ. REV. STAT. § 9-462.04, public hearings were advertised in the May 20, 2019 edition of the *Arizona Republic* and the May 22, 2019 edition of the *Fountain Hills Times*; and

WHEREAS, a public hearing was held by the Town Council on June 4, 2019.

ENACTMENTS:

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

SECTION 1. That the “Official Zoning District Maps,” codified in Chapter 3 of the Zoning Ordinance, are hereby amended to revert the Zoning District designation of 5.74 acres of land located at 9700 N Saguaro Blvd, as more particularly described on Exhibit A and depicted on Exhibit B, both attached hereto and incorporated herein by reference, from “Hemingway Planned Area Development Zoning District” to “C-1 – Neighborhood Commercial and Professional Zoning District”.

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, this 4th day of June, 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, Town Attorney

EXHIBIT A
TO
ORDINANCE NO. 19-04

[Legal Description of the Property]

See following pages.

LEGAL DESCRIPTION

That portion of the South half of the Northwest quarter and the North half of the Southwest quarter of Section 26, Township 3 North, Range 6 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the monument line intersection of Shea Boulevard and Saguaro Boulevard from which the West quarter corner of said Section 26 bears North 58 degrees 04 minutes 18 seconds West, a distance of 1388.31 feet and also from which a Maricopa County Highway Department Brass Cap Monument for P.O.C. 243-83.30, 22 feet RT. Bears North 50 degrees 10 minutes 58 seconds West, a distance of 724.56 feet;

Thence North 42 degrees 50 minutes 00 seconds East along the centerline of Saguaro Boulevard, a distance of 775.00 feet;

Thence North 47 degrees 10 minutes 00 seconds West, a distance of 55.00 feet to the Northwesterly right-of-way line and the POINT OF BEGINNING, said point also being the Southeast corner of lot 6, Block 4, FOUNTAIN HILLS FINAL PLAT NO 403-B;

Thence South 42 degrees 50 minutes 00 seconds West along said right-of-way line, a distance of 330.45 feet to the beginning of a tangent curve being concave Northerly and having a radius of 20.00 feet;

Thence departing from said right-of-way and along the arc of said curve through a central angle of 87 degrees 25 minutes 23 seconds and an arc length of 30.52 feet to a point of reverse curvature, said point being on the Northeasterly right-of-way of a road being 50.00 feet in width and being more commonly known as Trevino Drive, said point also being at the beginning of a curve being concave Southerly and having a radius of 425.00 feet and a radial line passing through said point bears North 40 degrees 15 minutes 23 seconds East;

Thence along said right-of-way and along the arc of said curve through a central angle of 44 degrees 49 minutes 23 seconds and an arc length of 332.48 feet;

Thence South 85 degrees 26 minutes 00 seconds West, a distance of 111.13 feet to the beginning of a tangent curve being concave Northerly and having a radius of 175.00 feet;

Thence along the arc of said curve through a central angle of 42 degrees 51 minutes 31 seconds, and an arc length of 130.90 feet to a point of reverse curvature, a radial line passing through last said curve bears South 38 degrees 17 minutes 31 seconds West, said reverse curve being concave Southerly and having a radius of 7047.49 feet;

Thence along the arc of said curve through a central angle of 00 degrees 58 minutes 12 seconds and an arc length of 119.30 feet to a point of reverse curvature, a radial line passing through said point bears North 37 degrees 19 minutes 19 seconds East, said reverse curve being concave Easterly and having a radius of 20.00 feet;

Thence along the arc of said curve through a central angle of 89 degrees 35 minutes 41 seconds and an arc length of 31.27 feet to a point on the Easterly right-of-way line of Burkemo Drive, said point also being on the Easterly line of said FOUNTAIN HILLS FINAL PLAT NO. 403-B, North 36 degrees 55 minutes 00 seconds East, a distance of 69.89 feet from the Southeasterly corner of said FOUNTAIN HILLS FINAL PLAT NO. 403-B;

Thence North 36 degrees 55 minutes 00 seconds East, a distance of 260.77 feet to the beginning of a tangent curve being concave Westerly and having a radius of 230.00 feet;

Thence along the arc of said curve through a central angle of 15 degrees 21 minutes 52 seconds and an arc length of 61.68 feet to a point of cusp with a curve concave to the Northeast and having a radius of 20.00 feet a radial line passing through said point bears North 68 degrees 26 minutes 52 seconds West;

Thence Southeasterly along the arc of said curve through a central angle of 81 degrees 57 minutes 08 seconds and an arc length of 28.61 feet to a point on the Southerly line of said FOUNTAIN HILLS FINAL PLAT NO. 403-B;

Thence continuing along said line South 60 degrees 24 minutes 00 seconds East, a distance of 12.75 feet to the beginning of a tangent curve being concave Northeasterly and having a radius of 185.00 feet;

Thence along the arc of said curve through a central angle of 28 degrees 20 minutes 00 seconds and an arc length of 91.48 feet;

Thence South 88 degrees 44 minutes 00 seconds East, a distance of 99.71 feet to the beginning of a tangent curve being concave Southerly and having a radius of 715.00 feet;

Thence along the arc of said curve through a central angle of 41 degrees 34 minutes 00 seconds and an arc length of 518.72 feet to a point of reverse curvature, said curve being concave Northerly and having a radius of 20.00 feet, a radial line passing through said point bears South 42 degrees 50 minutes 00 seconds West;

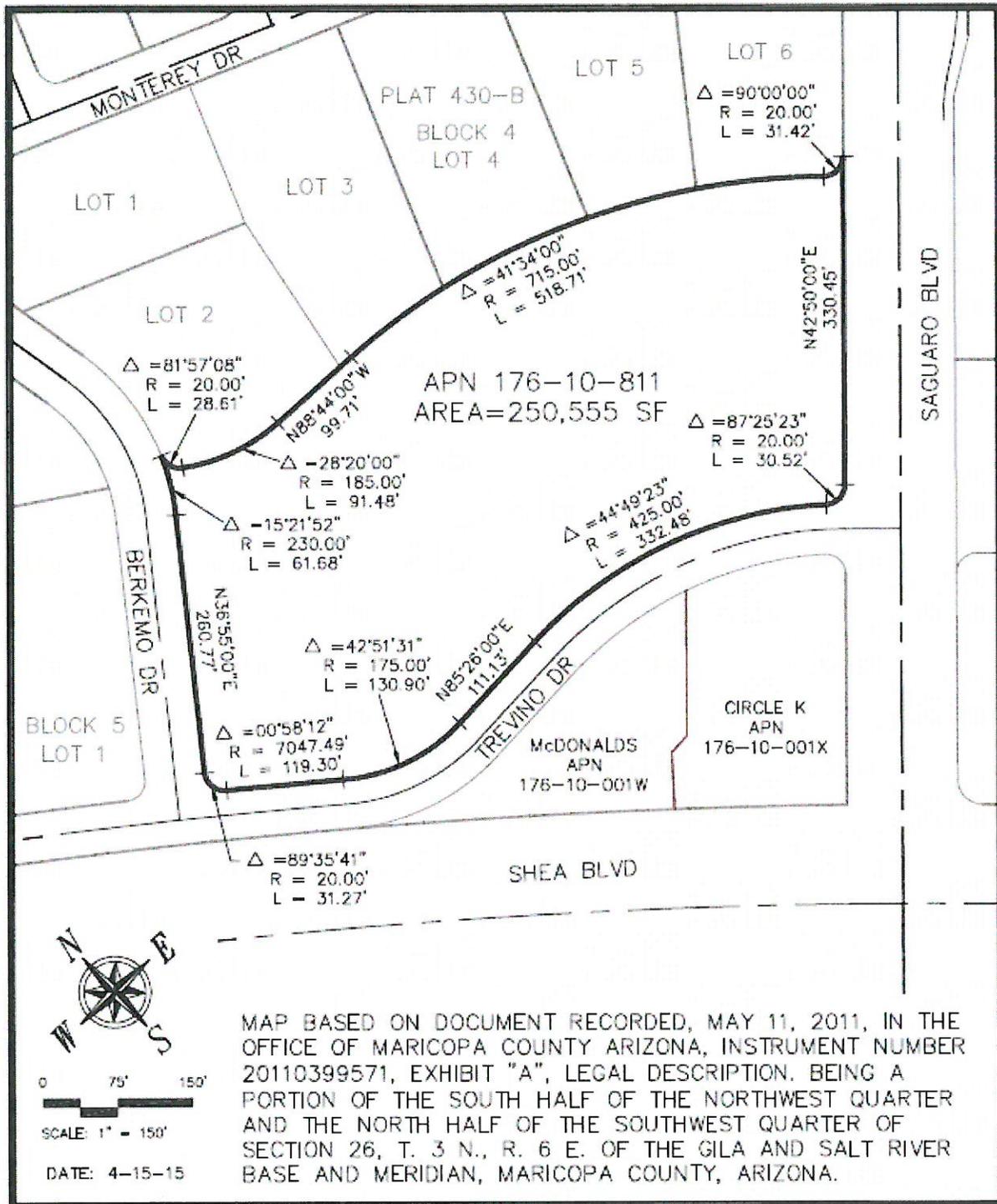
Thence along the arc of said curve through a central angle of 90 degrees 00 minutes 00 seconds and an arc length of 31.42 feet to the POINT OF BEGINNING.

EXHIBIT B
TO
ORDINANCE NO. 19-04

[Map of the Property]

See following page.

MCR 20110399571





TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/4/2019

Meeting Type: Regular Session

Agenda Type: Regular

Submitting Department: Development Services

Staff Contact Information: Marissa Moore, Senior Planner, mmoore@fh.az.gov

REQUEST TO COUNCIL (Agenda Language):

PUBLIC HEARING and CONSIDERATION of ORD #19-08, amending the official Zoning District Maps of the Town of Fountain Hills, Arizona, by changing the zoning designation of approximately 5.74 acres generally located at the northwest corner of N. Saguaro Boulevard and E. Trevino Drive (APN#176-10-811) from C-1 – Neighborhood Commercial and Professional zoning district to C-2 – Intermediate Commercial zoning district. (Case Z2019-03)

Applicant: Robert Quintanna

Applicant Contact Information: 14900 Landmark Blvd
Ste 530
Dallas, TX 75254
(972) 233-2718
r.quintanna@rqarch.com

Property Owner: Dan Kauffman obo Pinnacle Views Development, LLC
PO Box 18571
Fountain Hills, AZ 85259

Property Location: 9700 N Saguaro Boulevard

Related Ordinance, Policy or Guiding Principle:

Ordinance #19-08	Amendment to the Official Zoning Map
Zoning Ordinance	Section 2.01 – Amendments or Zone Changes
Zoning Ordinance	Chapter 12 – Commercial Zoning Districts
General Plan 2010	Chapter 3 - Land Use Map – (Figure 11)
General Plan 2010	<u>Chapter Three Land Use Element</u>
General Plan 2010	<u>Chapter Four Growth Areas Element</u>
Fountain Hills Strategic Plan - 2017	

Request from: C-1 – Neighborhood Commercial and Professional Zoning District

Request to: C-2 – Intermediate Commercial Zoning District

Proposed Use: Fountain Hills Medical Center

Staff Summary (background):

The applicant is requesting to rezone the subject property (9700 N Saguaro Blvd, APN# 176-10-811) from C-1 – Neighborhood Commercial and Professional to C-2 – Intermediate Commercial to allow a one-story approximately 12,200-square-foot hospital and medical center. The tentative development plan submitted with rezoning request shows two future phases of development: Phase 2 would add approximately 10,000 square feet of surgical and in-patient services; Phase 3 is proposed to be a 2-story addition with 20,000 square feet, adding diagnostic services. In sum at build out, the building would be approximately 42,200 square feet. The total lot is approximately 5.74 acres in size. The tentative development plan for Phase I shows a retention area along Saguaro Blvd, with the medical center to the west taking access solely from Trevino Drive. The proposal includes a cut of the hillside to provide the building pad for the proposed hospital. The building has a main entry/drop-off on the south side and parking surrounding the building. There is a generator proposed for the area just northwest of the building.

Surrounding Land Uses / Zoning		
	Land Use	Zoning
On-site	Vacant	C-1 Neighborhood Commercial and Professional
North	Single Residence	R1-35 Single Residence
South	Restaurants and convenience store with gas pumps	C-1 Neighborhood Commercial and Professional
East	(across Saguaro) Residential condominiums, vacant	R-5 Multiple Residence P. D., C-1 Neighborhood Commercial and Professional Zoning District
West	Single Residence	R1-35 Single Residential

Zoning:

The C-1 – Neighborhood Commercial and Professional zoning district is established to:

“...provide a location for modest, well-designed commercial enterprises to serve a surrounding residential neighborhood, as well as to provide for services to the community, which is not detrimental to the integrity of the surrounding residential neighborhood, and to provide for the appropriate location of professional offices throughout the community. The intent of this district is to integrate limited commercial activity and professional offices with residential land uses in a climate favorable to both. Particular attention is to be paid to the interface between commercial or professional uses and the residential uses within the same neighborhood.”

The C-2 – Intermediate Commercial Zoning District is established to:

“...provide for the sale of commodities and the performance of services and other activities in locations for which the market area extends beyond the immediate residential neighborhoods. Principal uses permitted in this Zoning District include furniture stores, hotels and motels, restaurants, and some commercial recreation and cultural facilities such as movies and instruction in art and music. This Zoning District is designed for application at major street intersections..”

Below is a table showing additional comparisons in zoning regulations:

Zoning Information						
YARD SETBACKS						
	FRONT	STREET SIDE	SIDE	REAR	HEIGHT	LOT COVERAGE
C-1	25 b	10 c	0 c	0 d	25	60%
C-2	10 a,b	0 b,c	0 b,c	0 d	40	60%

- a. OR HEIGHT OF THE BUILDING, WHICHEVER IS GREATER.
- b. WHEN ADJACENT TO A RESIDENTIAL DISTRICT, REGARDLESS OF WHETHER SEPARATED BY A STREET OR ALLEY, THERE SHALL BE A FRONT YARD EQUAL TO THE FRONT YARD REQUIRED IN THE ADJOINING RESIDENTIAL ZONING DISTRICT OR THE BUILDING HEIGHT, WHICHEVER IS GREATER (NOT TO EXCEED 25 FEET).
- c. WHEN ADJACENT TO A RESIDENTIAL DISTRICT THERE IS TO BE A 10-FOOT SETBACK OR A DISTANCE EQUAL TO THE HEIGHT OF THE COMMERCIAL BUILDING, WHICHEVER IS GREATER. WHEN A CORNER LOT IS ADJACENT TO A RESIDENTIAL DISTRICT, REGARDLESS OF WHETHER SEPARATED BY A STREET OR ALLEY, THERE SHALL BE A 10-FOOT SETBACK OR HEIGHT OF BUILDING, WHICHEVER IS GREATER.
- d. WHEN ADJACENT TO A RESIDENTIAL DISTRICT, REGARDLESS OF WHETHER SEPARATED BY A STREET OR ALLEY, THERE IS TO BE A 25-FOOT SETBACK OR HEIGHT OF THE BUILDING, WHICHEVER IS GREATER. IF THERE IS TO BE OTHER THEN A ZERO REAR YARD SETBACK THE MINIMUM SETBACK IS 10 FEET.

The principal difference between these zoning districts is the intensity of the uses. The C-2 district includes uses that may attract customers from a larger trade area. A few uses permitted in the C-2 district that are not allowed in the C-1 district include: Automobile repair shops, bars, drive-in restaurants, hotels and motels, medical laboratories, and theaters.

General Plan:

Staff analyzed the project for consistency with the definitions, visions, goals and objectives outlined in the *Fountain Hills General Plan 2010*, which is the long-range plan for growth and development for the Town.

The General Plan designates the area of Shea and Saguaro Boulevards as a prime location for commercial activity. The property at this intersection has been planned and zoned for commercial activity since the Town was established. This is typical for a high volume intersection such as Shea and Saguaro Boulevards.

The General Plan also includes several Goals and Objectives that apply to the proposal.

Chapter Three, Land Use:

Goal Two: Centralize commercial land employment uses and address their existing pattern of development.

Objective 2.1 The Town should continue to employ a policy to encourage the overall development of existing commercially zoned lands and the renovation of underutilized commercial buildings.

Goal Three: Investigate the application of special planning area solutions.

Objective 3.2 The Town should study issues and implement solutions related to infill, revitalization, and redevelopment of the commercial land and existing uses along Shea Boulevard and Saguaro Boulevard.

Goal Five: Protect and preserve existing neighborhoods from incompatible adjacent land uses.

Objective 5.1 The Town should encourage development of infill areas with close proximity to shopping facilities, recreation, community services and existing infrastructure.

Chapter 4, Growth Areas:

Goal One: Provide a community that is competitive and attractive to business.

Objective 1.1 The Town should continue to examine creative methods to attract complementary retail and office business users that have mid to small space requirements and locate them within the existing retail corridors on both Saguaro Boulevard and Fountain Hills Boulevard.

Chapter 5, Cost of Development:

Goal One: Assess the functionality, suitability, and sustainability of existing public facilities and infrastructure.

Objective 1.8 The Town should aggressively market private health care providers to consider the location of an urgent care/hospital to serve the Town and its surrounding area.

The General Plan supports infill commercial development of this property at Trevino and Saguaro in a manner that will add to the overall mix of uses, utilize the existing infrastructure, and provide new uses to serve the Town. The proposal to bring a small hospital to this location is in keeping with these goals and objectives.

Tentative Development Plan:

The application for the rezoning includes a tentative development plan (labeled Site Plan) to illustrate the concept of how the property will be developed. This concept shows that the hill on the north side of the property will be cut to create a pad along Trevino for the Phase I building to be constructed. This building will be located toward the southern end of the property with all access from Trevino Drive. The future phases of the project will be constructed to the west of Phase I.

Before an application can be submitted for a building permit, the developer will be required to submit and receive approval of a site plan by the Development Services Director. That final site plan will need to comply with all ordinance requirements.

Review and Analysis:

This property was rezoned to PAD in 2015 to allow for the development of an assisted living facility known as Hemmingway. That project was not constructed and the property owner is pursuing an option in the ordinance to revert the zoning back to C-1. That revision does not come to the Planning and Zoning Board, but will be considered by the Town Council prior to consideration of this request. Except for the last few years, the historic maps of the Town show that this property and the adjacent properties to the south across E Trevino Drive and to the east across N Saguaro Boulevard have been zoned C-1 since the formation of the Town. The properties to the north and west have been zoned R1-35 since formation, which is a low-density single-family residential zoning designation.

This property is at a prime location near the intersection of two busy streets yet it has remained undeveloped for these many years. Rezoning the property from C-1 to C-2 will introduce additional uses for the property that should increase the opportunity for it to be developed. The proposed use at this time is a small hospital and emergency room to serve the needs of Town residents and visitors. This is a much needed facility that meets several General Plan goals as outlined above.

There is some concern for the impact some of the allowable uses in the C-2 district could have on adjacent properties, in particular the residential uses to the north. The site plan required per Section 2.04 of the Zoning Ordinance must conform to the tentative development plan provided with the rezoning. The tentative development plan shows a building located toward the southeast corner of the site with retention along Saguaro and all access off of Trevino. Parking will be on the west, south, and east sides of the building. Ambulance drop-off is proposed at the northeast corner of the building, solid waste pick up at the northeast corner of the parking lot, and an emergency generator at the northwest corner of the parking lot. The Phase I building floor elevation will be approximately 20' below the top of the hill. While the cut into the hillside and the resulting grade difference between the Phase 1 building and the existing residences will mitigate many of the impacts, staff still has some concerns with how the noise and lights of this use, or similar more intense uses, would impact the adjacent residential properties. Staff will work with the applicant in the formal site plan review process to adjust the location of these aspects of the site, or ensure they are properly screened and buffered.

At the May 9, 2019, the Planning and Zoning Commission held a public hearing on this request. There was significant citizen involvement and input provided at the hearing. The citizens expressed concern with the proposed rezoning because of the increased uses that could be allowed and the increased building heights allowed. While there was some concern for the specific use, most residents were supportive of having a hospital on the property.

Because of the neighborhood concern, the P&Z Board looked for other options to move the application forward for Council consideration. Their recommendation is to maintain the C-1 zoning, but approve a Special Use Permit to allow the hospital to operation between 11 pm and 7 am, as provided for in Section 12.04.B of the Zoning Ordinance. To implement this option, a determination would have to be made that a hospital is more appropriately classified as a C-1 use and the applicant would have to actually apply for the Special Use Permit.

Based on the issues raised at the P&Z Commission hearing, staff believes there are other alternatives that can be used to address the concerns of the neighbors. One is to include a reversionary clause in the adopting ordinance. This clause will give the property owner up to one year to obtain a building permit for the construction of a hospital. If that is not accomplished then a rezoning back to C-1 will be initiated. The other item is to include in stipulations in the approval of the rezoning that require conformance with the building height and setbacks of the C-1 zoning district.

Concurrency

All utilities and services provided in or by the Town of Fountain Hills are or can service this site, to include but not limited to: Fire Rescue, Police, schools, water, electric, sewer, telecommunications, and stormwater management.

The tentative development plan has been reviewed by the Town Engineer and by Fountain Hills Sanitary District. There are easements not shown on the site plan that may impact the location of the building and 10 feet of additional right-of-way will need to be dedicated for Trevino Drive and Saguaro Boulevard. Final plans will need to include all street and sidewalk improvements and meet the Fountain Hills Sanitary District requirements for sewer service.

Risk Analysis (options or alternatives with implications):

Approval of the rezoning of this property from the current C-1 – Neighborhood Commercial and Professional zoning district designation to C-2 – Intermediate Commercial zoning district designation would allow all uses allowed in the C-2 zoning district to be constructed on this property. The property has been designated and zoned for commercial uses throughout the history of the Town; therefore, the change is not significant, particularly with the revision clause the stipulations included in the ordinance.

Disapproval will leave the property with C-1 zoning so commercial development can still occur.

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

Budget Reference (page number): NA

Funding Source: NA

If Multiple Funds utilized, list here: NA

Budgeted; if No, attach Budget Adjustment Form: NA

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

Staff Recommendation(s):

Staff recommends approval of the request to rezone this property from C-1 to C-2. Approval is conditioned on the following stipulations:

1. Dedication of all required street right of way for adjacent streets;
2. Providing all right-of-way improvements required for adjacent streets;
3. Buildings on the property shall conform to the requirements for the C-1 zoning district as provided in Section 12.13 of the Fountain Hills Zoning Ordinance.

List Attachment(s):

Location Map
Land Use Map
Zoning Map
Tentative Development Plan
Citizen Emails
P&Z Commission Minutes
Draft Ordinance 19-08

SUGGESTED MOTION (for Council use)

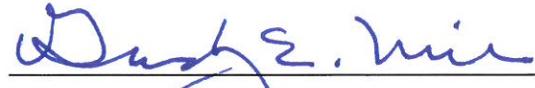
Move to APPROVE ORD #19-08, amending the official Zoning District Maps of the Town of Fountain Hills, Arizona, by changing the zoning designation of approximately 5.74 acres generally located at the northwest corner of N Saguaro Boulevard and E Trevino Drive (APN#176-10-811) from C-1 – Neighborhood Commercial and Professional zoning district to C-2 – Intermediate Commercial zoning district with the stipulations listed and reversion conditions. (Case Z2019-03)

Prepared by:



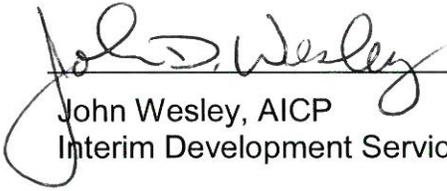
Marissa Moore, AICP 5/23/19
Senior Planner date

Approved:



Grady E. Miller date
Town Manager

Director's Approval:



John Wesley, AICP 5/22/19
Interim Development Services Director date

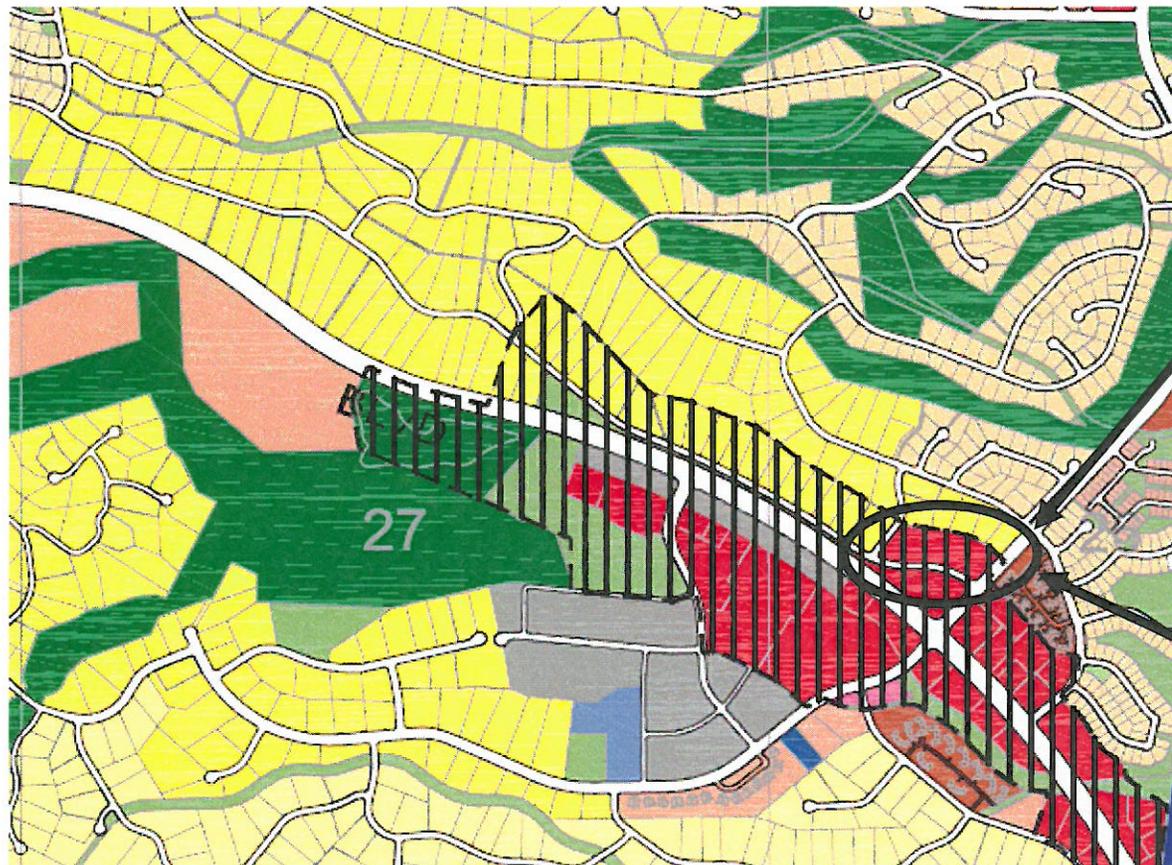


Location Map - 9700 N Saguaro Blvd

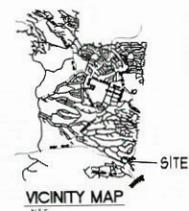
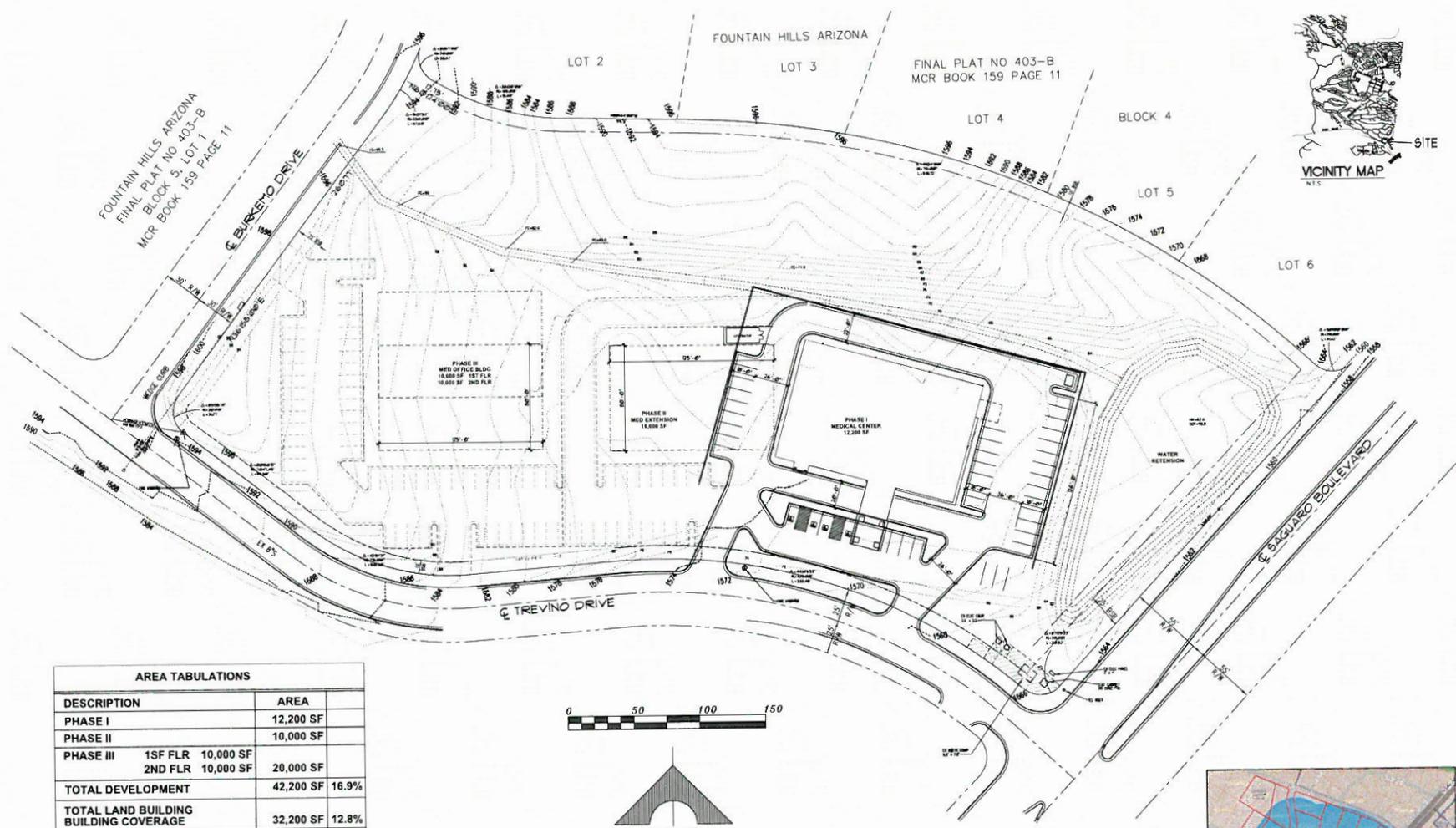


Land Use Designation:
 C/R – General Commercial/Retail and
 “Future Shea / Saguaro Area Specific Plan”

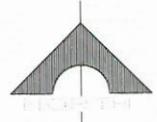
Fountain Hills
 – General Plan 2010 –



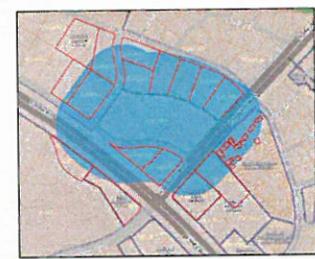
- Land Use Plan**
- SF/VL - Single Family/Very Low (1025+ DU/AC)
 - SF/L - Single Family/Low (1-2 DU/AC)
 - SF/M - Single Family/Medium (2-4.5 DU/AC)
 - MF/M - Multi-Family/Medium (4-10 DU/AC)
 - MF/H - Multi-Family/High (10-12 DU/AC)
 - C/R - General Commercial/Retail
 - O - Office
 - L - Lodging
 - MU - Mixed Use
 - I - Industrial
 - G - Government
 - U - Utility
 - S - Schools
 - P - Park
 - OS - Open Space
 - GC - Golf Course
- Future Shea / Saguaro Area Specific Plan



AREA TABULATIONS		
DESCRIPTION	AREA	
PHASE I	12,200 SF	
PHASE II	10,000 SF	
PHASE III	1SF FLR 10,000 SF 2ND FLR 10,000 SF	20,000 SF
TOTAL DEVELOPMENT	42,200 SF	16.9%
TOTAL LAND BUILDING BUILDING COVERAGE	32,200 SF	12.8%
TOTAL LAND AREA	5.74 AC 250,034 SF	



1 SITE PLAN
1" = 1'-0"



AREA MAP

FOUNTAIN HILLS MEDICAL CENTER

ROBERT QUINTANA ARCHITECTS
1800 LAMAR AVENUE, SUITE 300
DALLAS, TEXAS 75201
(214) 752-2100

RQA

PRELIM SITE PLAN PHASE 1

DATE: 05-16-19
DRAWN BY: MC
CHECKED BY: XX
JOB NO.: 19-919
SHEET:

Marissa Moore

From: John Wesley
Sent: Monday, May 20, 2019 7:49 AM
To: Marissa Moore
Subject: FW: Proposed Hospital

FYI,
For the case file.

From: Cindy Strasser <cstrasser@fh.az.gov>
Sent: Monday, May 20, 2019 2:07 AM
To: John Wesley <jwesley@fh.az.gov>
Cc: Ginny Dickey <gdickey@fh.az.gov>
Subject: Proposed Hospital

Mr. Robert Rodgers, Development Services Director and Planning/Community Development Director,

My husband and I just bought a home in Fountain Hills that backs up to the rear lot line of the property of the proposed hospital on Trevino. We have been coming to Fountain Hills for the past 15 years and we decided we wanted to buy our "forever" home in our great town filled with wonderful people, a plethora of many outdoor activities to enjoy and exciting, beautiful mountain and fountain views to see. We have had a condo for 14 years that also backs up to Saguario and Trevino. We are trying to sell it at this time, but we hope it sells soon before the property values are affected. Having these two properties in the close vicinity of this proposed hospital will affect us in many ways.

We have put up with the excessive noise from speeding trucks, cars and motorcycles on Saguario during the day for the past 14 years while living in our condo. But, we have enjoyed our quiet evenings in our "dark sky" community and have been able to enjoy our balconies and then sleep peacefully in the evening. This will be the end of the peaceful, quiet nights for us with a hospital building in our backyard. Having a hospital open 24 hours a day, with bright lights and ambulance sirens disturbing us all day and night, will affect our right to live in a quiet area with dark skies that is conducive to quiet evenings. Because of this inconvenience, our property values will decrease and we will lose much of the money we have spent to live in our forever home since the fall. We have two options: We either stay in our forever home and live with the excessive noise and bright lights 24 hours a day, or sell our home at a loss and move elsewhere. Should we be penalized for buying our home in Fountain Hills? Those who are in favor of a hospital should think about their own homes and how they might be affected someday with any future development in our quiet "dark sky" community and how their community could be changed abruptly and carelessly.

My neighbors and I are all opposed to this hospital for various reasons. I am not overjoyed about having a hospital going right behind my house. I am very opposed to this proposed hospital. At this time I am glad this property is still being zoned C-1. To be zoned C-2 would mean that the developers could do whatever they choose. That would be very detrimental to the Fountain Hills community. But the part that frightens me is the 'special use permit' letting the facility to operate all night. It is my hope that the developers keep the promises concerning the many issues that have been brought before them, including the lighting and noise concerns along with the increased traffic. This special use permit has to be monitored. I have had my own personal experience with property not being used according to original land use permits. When one owner sells the property to another owner, then the special use permit can be misunderstood or disregarded and the special uses are changed from the original provisions. It is imperative that this special land use permit be maintained. Because of my past experience, I know that the dreams of my parents, who are gone now, will never come to fruition. Special provisions for their land and its use had been carefully written into the sales contract for their farm. But those provisions have been forgotten and disregarded by the new owners.

I don't understand how a hospital can be built on such a small amount of property of just 5.74 acres! Hospitals usually require ten to twenty times that amount of land. What kinds of studies have been completed regarding this proposed hospital? Will this building ever become taller, perhaps two stories, if the usage warrants it? The property is landlocked. If the hospital needs to be enlarged, where will it go? The only way to expand is up! This would be in violation of the current provisions. If this facility goes out of business, our town will be left with another empty building and become an ugly eyesore in Fountain Hills for our visitors as they turn onto Saguario from Shea. Comprehensive studies need to be done before allowing a hospital to be built on that property. Studies on the different kinds of waste products disposed by a hospital need to be done. Where and how will these waste products be disposed? How will this affect the land that is near our homes? Saguaros are protected cacti in Arizona. Will any of them be destroyed by the bulldozers and earthmovers as they prepare the land for the hospital building?

Many other studies need completion. Traffic studies need to be done in order to determine how the traffic will be controlled. The traffic at Saguario and Trevino could be a nightmare. Anyone on Trevino turning North onto Saguario could find it impossible to turn left. Putting a necessary stoplight at Trevino and Saguario would be too close to the stoplight on Saguario and Shea. Because of the proximity of these two traffic lights, more accidents will likely occur on a daily basis.

I oppose this project as it stands. I have many questions, and the answers upset me. What kind of park will be built behind the hospital building that will buffer the area towards the lot lines of the homes on Monterey? How close to those lot lines will the setback be? Will the development be cutting into the natural terrain of the hilly desert and disturb our natural desert beauty? Will the hospital be sitting at a lower elevation or will it stick out like a sore thumb? Will there be a water retention pond? Studies on water runoff need to be finished and show how it will affect those living near the hospital. As a new homeowner, I want to make sure our home values are not negatively affected. I hope these investors do everything they promise to do and not change the direction of this project in any way and at any time that could be detrimental to our entire community.

I am asking for the Town Council to respectfully vote against this proposal for a hospital at this proposed site. Not enough information has been collected to show a demand for a small hospital. During the summer the population drops sharply. Just as many other businesses in Fountain Hills find in the summer, their demand for such a facility is less used and many close their doors. I do not see why anyone would consider a great demand to exist for a hospital in Fountain Hills.

I am asking you, Mr. Rodgers, to respectfully not recommend the proposal for a hospital to the Mayor and Town Council. I am asking the Mayor, the Vice Mayor, and the Councilmembers to please vote against the use of that land for a hospital. I personally thank you very much for your consideration in protecting our wonderful town called Fountain Hills. I don't want to move again. I have loved Fountain Hills. Please don't force me to move! i just moved into my 'forever' home. As a senior citizen, I am too old to move again. But, a hospital built at the location will force me to move.

Sincerely,
Cindy Strasser

From: Roger Paus
Sent: Wednesday, May 8, 2019 9:16 PM
To: PZC (Commission)
Subject: Proposed zoning change

May 8, 2019

Roger W. Paus

Fountain Hills, AZ 85268

To whom it may concern:

I am concerned about the proposed rezoning of the 5.74 acre parcel at the corner of Saquaro Boulevard and Trevino Drive. I own the home nearby at Fountain Hills, AZ.

Last year this parcel was considered for rezoning to accommodate an assisted living facility and, thankfully, the request was denied. Now, I understand that you will be considering a zoning change that would allow the building and operation of a medical facility.

I am not against having such a facility in Fountain Hills, but I do believe that using the proposed site would be a big mistake. A medical center on this site would create a lot more traffic on already heavily congested intersections. Getting on and off Trevino is very difficult because of the business located on the corner and because of the close proximity to the Shea and Saguaro intersection. Adding traffic controls to the Trevino intersection would not help and could make it worse.

I served on my small town city council for many years and know that zoning should only be changed in very unique situations where there is a great need. Zoning is established to protect the already established residential and business areas.

Please consider this carefully and don't allow changes that will permanently destroy our beautiful neighborhood.

Thank You,

Roger W. Paus
Connie Paus

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**TOWN OF FOUNTAIN HILLS
MINUTES OF THE REGULAR SESSION OF THE
PLANNING & ZONING COMMISSION
May 9, 2019**

AGENDA ITEM # 1 – ROLL CALL AND PLEDGE OF ALLEGIANCE

Chairman Dempster opened the meeting at 6:00 p.m.

Chairman Dempster requested participation in the Pledge of Allegiance.

AGENDA ITEM # 2 - ROLL CALL:

The following Commissioners were present: Chairman Susan Dempster, Vice-Chairman Eric Hansen, Commissioners Mathew Boik, Peter Gray and Scott Schlossberg. Commissioner N'Marie Crumby was absent. Christopher Jones arrived at 6:05 p.m. Also in attendance were Marissa Moore, Senior Planner and Paula Woodward, Executive Assistant.

AGENDA ITEM # 3 - CALL TO THE PUBLIC

No one from the public wished to speak.

AGENDA ITEM # 4 - CONSIDERATION OF APPROVING THE PLANNING AND ZONING COMMISSION MEETING MINUTES APRIL 25, 2019.

Vice-Chairman Hansen **MOVED** to **APPROVE** the meeting minutes dated Thursday, April 25, 2019 as written. Commissioner Boik **SECONDED** and the **MOTION CARRIED UNANIMOUSLY 6/0.**

AGENDA ITEM # 5 - PUBLIC HEARING AND CONSIDERATION OF ORD #19-08, AMENDING THE OFFICIAL ZONING DISTRICT MAPS OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, BY CHANGING THE ZONING DESIGNATION OF APPROXIMATELY 5.74 ACRES GENERALLY LOCATED AT THE NORTHWEST CORNER OF N SAGUARO BOULEVARD AND E TREVINO DRIVE (APN#176-10-811) FROM C-1 – NEIGHBORHOOD COMMERCIAL AND PROFESSIONAL ZONING DISTRICT TO C-2 – INTERMEDIATE COMMERCIAL ZONING DISTRICT. (CASE Z2019-03)

Chairman Dempster opened the public meeting at 6:05 p.m.

Marissa Moore, Senior Planner reviewed the information in the staff report along with a PowerPoint presentation. She explained the applicant is requesting to revert the property at 9700 N Saguaro Blvd to C-1 and no longer have the Hemingway Planned Area Development (PAD). The Hemingway PAD expires on May 21, 2019. The applicant is making this request because he wants to develop the site for a small hospital medical facility. Ms. Moore provided highlights of the C-1 zoning and C-2 zoning districts. C-1 zoning is to serve a surrounding residential neighborhood, as well as to provide for services to the community. C-1 zoning allows operations of commercial and professional activities between the hours of 7 a.m. to 11 p.m. through the approval of a Special Use Permit. C-2 zoning is to serve the market areas extends beyond the immediate residential neighborhoods. Staff believes the most appropriate use for this site would be C-2 zoning. The property has sat vacant since pre-incorporation with the C-1 zoning designation.

Re-zoning to C-2 would provide additional uses for developing this site.

Ms. Moore explained the procedural approach. The project currently is zoned Hemingway PAD with an underlying zoning designation of C-1. The base underlying zoning is C-1 and the Hemingway PAD is zoning designation that allows for certain zoning criteria to differ from the base C-1. The property owner requested to revert the zoning back to just C-1 and no longer have the Hemingway PAD designation. The

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Hemingway PAD designation expires on May 21, 2019. The reversion request does not come before the Planning and Zoning Commission per the PAD stipulations. The Town Council is scheduled to take legislative action at the June 4, 2019 Town Council meeting regarding the revision request of C-1 zoning. If the request is approved the property will then be just C-1 without the Hemingway PAD designation. The request for rezoning the property from C-1 to C-2 is contingent upon the approval to revert the property to C-1 zoning. Ms. Moore provided a motion to assist the commission.

Commissioner Gray asked, in the event the council chooses not to revert what is the designation of the property at that time.

Ms. Moore replied the Town Council has two options; extend it to another year or revert it to C-1 zoning. Per the stipulations in the Hemingway PAD council is required to take legislative action.

Ms. Moore explained the land use designation in the general plan designates this area as general commercial/retail. Ms. Moore reviewed adjacent zoning and land uses around the proposed project site. Circle-K is open 24 hours. McDonalds operates from 5 a.m. to 11 p.m. which is outside of the regulated hours. McDonald's hours were established pre-incorporation. The Target Plaza is zoned C-2 with it's own PAD. Maps were displayed of non-residential, industrial and residential areas located near the site. The Genreal Plan is a long range plan that is mandated by the state. Every ten years the Town reviews and updates the plan.

Ms. Moore reviewed the general plan analysis and how the site complied with sections of the 2010 general plan.

Ms. Moore said the setbacks are different in the two zoning districts. The C-1 front setback is twenty-five feet and the C-2 front setback is ten feet. Ms. Moore displayed the site plan showing site access off Trevino Drive. In reviewing all these things these are the findings from staff;

1. The proposed use – a small hospital with an emergency room – is a much-needed facility that serves the community and visitors
2. It meets several goals of the General Plan;
3. It is located at a prime location for this type of facility;
4. The property is already zoned for commercial development and the additional uses allowed in the C-2 Zoning District are not significant;
5. Site Plan will require staff review and approval by the Development Services Director prior to issuance of a building permit;
6. Site plan must comply with all Town regulations;
7. Any variations from Town regulations would have to go through a public hearing process;
8. A Traffic study, dedication of right-of-way, and required improvements to ROW must be made as part of the site plan and building permit review and approval process and development of the property;
9. Rezoning the property from C-1 to C-2
10. Site plan must conform to tentative plan provided with this request:
 1. Building is located toward the southeast corner of the site;
 2. All access from Trevino;
 3. Staff will work with the applicant to mitigate concerns with noise and lights for this use, or any use, for the adjacent residential properties to the north and west

MS. Moore conclude that staff's recommends approval of the request to rezone this property from C-1 to C-2. Approval is conditioned on the following stipulations:

- Dedication of all required street right of way for adjacent streets; and,
- Providing all right-of-way improvements required for adjacent streets.

Ms. Moore told the commission that the following staff members were present and available to answer any questions; Michal Martella, Economic Development Analyst, Randy Harrel, Town Engineer and Jason Payne, Fire Marshall.

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Pete Peters, Hospital Project Manager introduced Dan Kauffman, property owner, Bob Quintana, architect, and Dr. Sandeep Yarlagadda, hospital principal.

Mr. Kauffman, property owner, said he listened to what was said at the June 26, 2018 Town Council meeting. At the meeting, they (Town Council) were skeptical of the Hemingway design and the revenue was a loser. They said it was like putting a “square peg in a round hole”. Mr. Kauffman said that is why he changed to a much-needed urgent care hospital. The hospital will service all ages in Fountain Hills, from small babies who get sick in the middle of the night to stroke patients needing quicker medical help. The use for this site and its benefits make it a perfect location. He listened to the citizens and changed to something the town needs badly. This will generate income from the sales tax. As a town, we need to encourage businesses, not push them away. The hospital will employ higher wage earners. There will be a lot less traffic than the last proposal. The design will not block the views and it is adjacent to other commercial areas. Mr. Kauffman read aloud a letter from resident, Keith Ecker regarding the need and support for a hospital in Town.

To Whom It May Concern!

My name is Keith Eckert from Fountain Hills, AZ.
17010 E Calle Del Flores.

I moved here in 1987. I have taken many trips to the emergency room at the Scottsdale Shea Hospital due to My wife’s illness and complications due to her illness. In March of 2016 My Wife Mary, had a life threatening STREP infection. I took her to the emergency room at Scottsdale and Shea. The time to travel and the waiting time at the emergency room was critical, as she needed medical attention immediately!

She was forced into an induced coma and lived 10 days before she died on March 9th. I feel that if we had an emergency facility in Fountain Hills that could have given my wife faster treatment, she may still be alive today! I really support an emergency facility in Fountain Hills! It could and will be a lifesaver!

Sincerely,

Keith Eckert

Bob Quintana, Architect, Dallas, Texas, explained the design to the commission. The site plan square footage allowed is 250,000 square feet. Only 42,200 square feet will be developed over three phases. The zoning for C-1 and C-2 allow for 60% coverage. The proposal is for 17% coverage. The areas around the building will be landscaped. This will appear as a park with a small building on it. The first phase is 12,000 square feet. The design of the building is a single story to blend in with the community. The proposed materials are barrel volta, stucco and stone. Phase I and Phase II are one story and Phase III is a two-story medical office building. The natural landform will abate most of the noise generated. A study regarding noise can be performed, if needed.

Dr. Sandeep Yarlagadda, principal owner, told the commissioners a group of internal medicine and emergency medicine physicians owns the hospital. The loan is approved and funded by the bank. The earnest monies are deposited and are nonrefundable. Some staff has been hired. Dr. Yarlagadda said he and other physicians are relocating to live in the area and raise their families. The hospital website will be live, (<https://fhmcaz.com>), as soon as zoning is approved.

Mr. Peters, project manager, explained the nationwide trend is micro hospitals. In Arizona hospitals are licensed for certain purposes. This is a general community internal medicine hospital. It will have everything a board certified emergency room is expected to have. Radiology services including CT, ultrasound, MRI, laboratory and a pharmacy. The hospital is not part of a corporation.

In response to Commissioner Jones, Mr. Peters said that primary care would be available as a walk-in clinic. Phase I will have the walk in clinic, emergency room and in-patient beds. Phase II could have same day surgery and operating rooms. Phase III will bring more diagnostic services.

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Chairman Dempster asked about the number of in-patient beds.

Mr. Peters answered that Phase I consists of seven treatment rooms and five in-patient beds. The intent is not to keep and treat for the long term, but to stabilize, release or transport.

In response to commissioners' questions, Mr. Peters confirmed all three egress and ingress are on Trevino Drive.

Vice-Chairman Hansen asked if the Town has a threshold for a project to require a PAD.

Ms. Moore said there is no threshold as long as the project meets the zoning regulations for the zoning district.

Commissioner Gray asked what specifically about this project does not fit into the C-1 zoning other than the time limits.

Ms. Moore said there are two specific things; the area this project would serve is more than just the local neighborhood and by right hours of operation (24 hours) fit the C-2 zoning. A special use permit would be required in the C-1 zoning if the hours of operation proposed remained. Those two things put together fit into the C-2 zoning.

Commissioner Gray questioned the height of the building and how and if it fit into the C-1 zoning. Ms. Moore said it would depend on the site plan and the sensitivity of the surrounding neighborhood.

Chairman Dempster asked is it possible to build the two-story building within the twenty-five feet.

Mr. Peters answered the intent is to cut the first floor into the grade. The first floor will be semi recessed. This will keep it at twenty-five feet, one and one-half stories.

In response to the commissioner's questions, Ms. Moore said that if this were rezoned as C-2, all of the uses outlined in C-2 as permitted in C-2 would be allowed at this site. If this particular project would have to be in compliance with what the applicant presents to the town. It does not restrict what can be done with this site.

The zoning ordinance does not specifically address medical facilities. The uses in the C-1 zoning are allowed in the C-2 zoning. Assisted living facilities require a special use permit in C-1.

Commissioner Jones asked if the height in the C-2 zoning is tied to the natural existing grade or proposed at grade and what is the maximum cut allowed in the zoning ordinance.

Ms. Moore answered that historically it is tied to above natural grade, which was determined in 1991 from a topography analysis of the entire town. The cut is 120-foot visible max and 20-foot total cut allowed. More than ten feet would require a tuck into the hillside.

Commissioner Jones commented that in Phase III, twenty feet above natural grade, and the two-foot contours would result in ten to sixteen feet higher than the Phase I building. If it was graded level, it could be thirty-six feet in height.

In response to Commissioner Jones, Ms. Moore said that when a special use permit is approved it is tied to a specific use. If a building permit is not issued for that use within six months, the special use permit expires. A special use permit is not tied to the applicant but to the property.

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Commissioner Gray asked what designates a change in applicant. He also inquired about the medical use and how that is defined, more specifically can assisted living be included as a medical use.

Ms. Moore responded that after approval, a rezone is a rezone regardless of the applicant. The Town does not get involved if the property changes hands. A special use permit is tied to a project at a specific property and not to the applicant. Ms. Moore stated that she would look at the zoning ordinance as it relates to assisted living.

Chairman Dempster asked if other properties were considered for the project.

Mr. Peters said this was the only property.

In response to Mr. Jones, Mr. Peters said the project is covering seventeen percent of the potential building area. Another option the applicant would entertain is building and maintaining a one story with 17 % building coverage.

Commissioner Jones commented that the only concern would be the residents to the north and their views. Based on natural grade the C-2 zoning would allow it more height than the C-1 zoning would allow height because of natural grade.

Mr. Peters explained the point of doubling the building to two stories is to create a parklike setting around the site. It is undeveloped now but many people look upon it as if it is a park.

Chris Brant, Fountain Hills resident since 1983, expressed concerned that if the property was rezoned to C-2 it would open up the opportunity to put more less-desirable development on the property should the hospital not work out. Mr. Brandt questioned that the applicants only looked at one place and no other locations.

Bill Knox, Fountain Hills resident, said the facility is the perfect place for land use. It will help the community from elderly to children and create jobs. It will bring income to the area. The vicinity of the hospital makes sense. It would be minutes to the hospital instead of the current twenty-minute trip into Scottsdale.

Gene Selecta, Fountain Hills resident, expressed excitement about the proposed in-town hospital. He said that Fountain Hills residents and visitors deserve to have better than the fifteen-mile drive to the nearest hospital. He stated that emergency services, fire and law enforcement, are available in minutes and emergency medical care should be too. This hospital should not be delayed, it is a quality of life issue.

David Williams, Fountain Hills resident, said when he bought his home, located on the north boundary of the proposed site, in 2010 he was aware of the C-1 zoning. Mr. Williams said he did not oppose the first proposal called the Hemingway project but did oppose the senior living project that council unanimously rejected last year. Mr. Williams is not concerned about the hospital but about it rezoning to C-2, which would allow other types of development similar to the one the council, rejected.

Alinka Zyrmont, Fountain Hills resident, stated she has issue with the proposed hospital location being granted C-2 zoning. It will create more traffic, noise, and congestion, and she wishes to protect surrounding home values. Ms. Zyrmont questioned Mr. Kauffman's credibility, that it is nonexistent with her and on those grounds requests the commission deny the C-2 rezoning and leave it C-1 zoning. Sometimes the individual is less important than the whole neighborhood.

Doug Katonak, Fountain Hills resident since 1974, said he thinks the hospital is a great idea. He has used emergency services often and would like to see a hospital in closer vicinity to Fountain Hills. It would be helpful to him and all residents of Fountain hills.

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Jane Bell, Fountain Hills resident for 39 years, said she and her husband purchased their home knowing the adjacent property was C-1 zoning. Mr. Kauffman purchased his property knowing it was C-1 zoning. The General Plan, Goal 5 - protect and preserve the existing neighbors from incompatible adjacent land uses. C-2 zoning would open up Pandora's Box. She would love to see the Commission keep it C-1 zoning.

Ted Bell, Fountain Hills resident, asked the commission to keep the property as C-1 zoning. The C-1 zoning was part of the decision making process when the Bell's purchased their home. C-1 zoning yields a modest well-designed commercial enterprise to serve a surrounding residential neighborhood. This is not a commercial area around this property. The commercial areas are across Trevino Drive.

Larry Meyers, Fountain Hills resident for 38 years, said he does not think it is about a hospital. He thinks the location is suspect but he does think the hospital could be built on C-1 with special use permits. He said the citizens have had enough misdirection from Mr. Kauffman the last couple of years to cause skepticism. A lot of the word "if" came from Ms. Moore's presentation. The bottom line is the application is for C-2 zoning. Mr. Kauffman has tried to pull a couple of fast ones on this group. There is a problem with that parcel. Mr. Meyers referenced the Land Use Analysis, page 38, which shows buffers (roads, golf courses, multi-density housing or open land) between residential and commercial properties. This is the only commercial section in Town that does not have a buffer. This project should be zoned as the Hemingway under a specific zoning PAD tied to the project. This will protect peoples' investment.

John Meredith, Fountain Hills resident, said the egress and ingress all dump on to Trevino Drive. There is also a parking mess with buses and trucks parking along Trevino. The parking problem is because the businesses do not have enough parking so they park along Trevino. There are a lot of empty retail lots across Shea Blvd already zoned C-2 that should be used.

Three speaker cards were submitted but did not wish to speak. All three noted they were against the proposed project. Those cards were from Michelle Meltzer-Krook, Cheryl Blazejewski and Anthony Blazejewski.

Mr. Peters addressed the commission wanting to clarify that Mr. Kauffman is the seller of the land. The hospital project is independent owners/operators. There is no connection between the two other than Mr. Kauffman is the property seller and they are buying the property.

Ms. Moore said Planning Staff, did look at the option of a special use permit. After reviewing the intent of the zoning district, Staff's recommendation to the applicant was for a C-2. In response to Commissioner Gray's earlier question, assisted living is not spelled out specifically in the zoning but if this was assisted living a special use permit would be required.

Commissioner Gray said there are a few points to consider rezoning from C-1 to C-2. He said he is concerned about the wide breath of care this facility claims it will provide. The site plan appears to be very preliminary yet Dr. Yarlagadda stated tonight that some staff is hired and they are ready to break ground once the permit is issued. The second phase shown on the map does not synergize with what is shown on phase one. Regardless of any history of this property, what was presented today does not jive with a business plan or strategy that says it is ready to go today. Mr. Gray said he finds it hard to believe that only one location was looked at.

Andrea Davis, commercial real estate broker, addressed the commission stating that she has been a commercial real estate broker for 20 years assisting new businesses and established businesses find successful locations to hold their businesses. Ms. Davis said when she originally started working with the medical group, existing building locations were considered. However, they did not meet the requirements for the what the hospital group needed. She stated as she started to understand the needs of the community it was realized a 24/7 urgent care facility in 5,000 square feet was not enough. There are no existing buildings that met the requirements of a hospital. Hospitals are very intricately designed along with

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innovative technology. The hospital group did look at other sites. Just because there is a vacant land zoned C-2 available elsewhere doesn't mean it was the site for this project.

Commissioner Gray asked what is the overwhelmingly compelling argument that this is the desired parcel.

Ms. Davis replied it is the accessibility of Saguaro and Shea Blvd. This is the main corridor.

Commissioner Gray asked if there is an appetite to develop this under the criteria of C-1 zoning and the special use permit to give the hospital the 24/7 operation.

Ms. Moore replied while Dan is a developer and Andrea is a land broker, staff's main interaction has been with the medical group. The applicant is new to this process and not as savvy. They were relying on staff's interpretation. Ms. Moore referenced the zoning district. She said the intent of the C-1 is to service surrounding residential neighborhood. Provide a location of modest design and provide services to the community. When comparing the two, this is staff's recommendation that the project fit into a C-2 category.

Commissioner Jones agreed with Ms. Moore when looking at the definitions by the textbook, this makes sense to fit into a C-2 category. He said knowing that this site is immediately adjacent to residential; the use of intensity is between C-1, and C-2, C-1 offers more buffers, because it is surrounded by more residential than the C-2. Now knowing the neighbors opposition to the fact that it is hard zoning, Mr. Jones asked Ms. Moore if she would reconsider to C-1 zoning with a special use.

Ms. Moore said she discussed this with the Town Attorney, Development Services Director and other Town staff looking at it from different perspectives. Looking at the analysis this is the direction staff agreed. Ms. Moore said she would not have any aversion to the C-1 requiring a special use permit (for the 24/7 services) and tied to this project.

Commissioner Jones commented that in this particular case considering the proximity to large lot residential and lack of buffering, this may be a special case to having the site plan and defined use tied to the zoning more pertinent. This would prevent another user from coming in with a different more intense use without amending the zoning stipulation because the site plan changed. Is that an option.

Ms. Moore replied that this is an option and would require a special use permit. A special use permit involves a public hearing that is posted by public notice timelines. The current application can remain current while the special use permit is processed. It would be up to the applicant.

Dan Kauffman explained staff recommended the C-2. He said he did not oppose C-1 zoning with a special use permit.

Chairman Dempster closed public hearing at 7:42 p.m.

Commissioner Jones commented he is highly in favor of the use and appreciates the applicant following staff's recommendation. He agrees with staff's recommendation except for what the potential future of what it could be, not what is proposed. The general plan identifies this corridor in that particular site as significant impact as it relates to Shea Blvd. In that regard, hospital use is appropriate area regardless if home sites are there. Mr. Jones stated he has reservations about the C-2 zoning and the open endness it would have when there are other avenues. Mr. Jones moved a continuance instead of denial or approval. This would give the applicant an opportunity to work with staff.

Ms. Moore said if there is a continuance, the following are required; a date certain and specified why it is continued A decision must be made for approval or denial within 60 days. If a decision is not made it defaults to the Town Council as a recommendation of denial.

DRAFT

Mr. Peters replied, in all due respect to Mr. Kauffman he does not speak for the applicant. He may be willing to wait an extra period for continuance but the applicant does not have that luxury. The closing schedule is in place because of financing. If closing is not completed the doctors have to go back through underwriting again. The client has indicated if this project is not suitable for this area, they do not know if they can proceed. This is on the June 4th council agenda and the closing is on June 6th. Mr. Peters requested a decision this evening.

Commissioner Jones asked if this could be handled in the same timeframe that the application is currently under.

Ms. Moore said she would like to confere with legal who is available by phone.

Chairman Dempster called a recess so Ms. Moore could contact the Town Attorney.

Chairman Dempster called the meeting to order and **MOVED** to forward a recommendation to the Town Council to maintain C-1 zoning and the applicant to apply for a Special Use Permit for operation of commercial or professional activities between eleven p.m. and seven a.m. according to the Zoning Ordinance Chapter 12.04.B. Commissioner Jones **SECONDED** and the motion **CARRIED** by majority vote (4-2) with Vice-Chairman Hansen and Commissioner Boik voting nay.

A roll call vote was taken with the following results:

Commissioner Boik	Nay
Commissioner Gray	Aye
Commissioner Jones	Aye
Commissioner Schlossberg	Aye
Vice-Chairman Hansen	Nay
Chairman Dempster	Aye

AGENDA ITEM # 6- ADJOURNMENT.

Chairman Dempster adjourned the meeting at 8:15 p.m.

FOUNTAIN HILLS PLANNING & ZONING COMMISSION

BY:

Chairman Susan Dempster

ATTEST:

Paula Woodward, Executive Assistant

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the meeting of the Fountain Hills Planning and Zoning Commission held on the 9th day of May 2019 in the Town Council Chambers, 16705 E. Avenue of the Fountains, Fountain Hills, AZ 85268. I further certify that the meeting was duly called and that a quorum was present.

DRAFT

Paula Woodward, Executive Assistant

DRAFT

ORDINANCE NO. 19-08

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, AMENDING THE OFFICIAL ZONING DISTRICT MAPS OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, BY CHANGING THE ZONING DESIGNATION OF APPROXIMATELY 5.74 ACRES GENERALLY LOCATED AT THE NORTHWEST CORNER OF N SAGUARO BOULEVARD AND E TREVINO DRIVE (AKA APN#176-10-811) FROM C-1 – NEIGHBORHOOD COMMERCIAL AND PROFESSIONAL ZONING DISTRICT TO C-2 – INTERMEDIATE COMMERCIAL ZONING DISTRICT.

RECITALS:

WHEREAS, the Town of Fountain Hills (the “Town”) adopted Ordinance No. 93-22, on November 18, 1993, adopting the Zoning Ordinance for the Town of Fountain Hills (the “Zoning Ordinance”); and

WHEREAS, Chapter 2, Procedures, Section 2.01, Amendments or Zone Changes, of the Zoning Ordinance establishes the authority and procedures for amending the zoning district boundaries; and

WHEREAS, in accordance with the Zoning Ordinance and pursuant to ARIZ. REV. STAT. § 9-462.04, public hearings were advertised in the May 20, 2019 edition of the *Arizona Republic*, and the May 22, 2019 edition of the *Times of Fountain Hills*;

WHEREAS, public hearings were held by the Fountain Hills Planning & Zoning Commission on May 9, 2019, and by the Mayor and Council of the Town of Fountain Hills on June 4, 2019.

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

SECTION 1. That the “Official Zoning District Maps,” codified in Chapter 3 of the Zoning Ordinance, are hereby amended to revert the Zoning District designation of 5.74 acres of land located at 9700 N Saguaro Blvd., as more particularly described on Exhibit A and depicted on Exhibit B, both attached hereto and incorporated herein by reference, from “C-1 – Neighborhood Commercial and Professional Zoning District” to “C-2 – Intermediate Commercial Zoning District.

SECTION 2. That rezoning is adopted subject to the following conditions:

1. Dedication of all required street right of way for adjacent streets;
2. Providing all right-of-way improvements required for adjacent streets;

3. Buildings on the property shall conform to the requirements for the C-1 zoning district as provided in Section 12.13 of the Fountain Hills Zoning Ordinance.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. Approval of the C-2 zoning is conditioned on development of the project commencing within one year of the effective date of this Ordinance.

1. Prior to the expiration of the one-year time condition, the property owner or authorized representative may submit an application for an extension to the Town. A submittal of an application for extension of the one-year time condition does not toll the running of the time condition. Should the one-year time condition expire between the submittal of an application for a time extension and the public hearing on the requested extension, the C-2 zoning designation shall be subject to reversion as set forth below. Upon receipt of a request for extension, the Town's Zoning Administrator shall submit the request to the Town Council for consideration at a public hearing held as set forth below.
2. The Town Council shall, after notices via certified mail to the property owner and authorized representative have been provided at least 15 days prior to the date of the scheduled hearing, hold a public hearing on the extension request. The Town Council may, in its sole discretion, grant an extension of the time condition, subject to the limitation on the number of extensions set forth below. If the public hearing is held after expiration of the time condition, the Town Council may also, at that public hearing, take action to revert the zoning on the property to its prior zoning classification.
3. In the event the project has not commenced within the one-year time period and no request for time extension has been received as provided above, the Zoning Administrator may submit the C-2 – Intermediate Commercial zoning designation of the subject property to the Town Council for consideration of reversion, pursuant to the hearing procedure set forth below.
4. The Zoning Administrator shall notify the property owner and authorized representative by certified mail of the Town Council's intention to hold a hearing to determine compliance with the one-year time condition, and to revert the zoning on the property to its former classification if the condition is determined by the Town Council to have not been met. All such notices shall be made at least 15 days prior to the date of the scheduled hearing. The Town Council may, in its sole discretion, either grant an extension of the time condition, subject to the limitation on the number of extensions set forth below, or revert the zoning on the property to its prior zoning classification.

5. The Town Council may grant up to two one-year extensions of the time condition.
6. Following the commencement of the project, the Zoning Administrator shall monitor the project to ensure it continues to completion. Upon the Zoning Administrator's initial determination that the project is not being actively pursued, no further review or approval of any project site plan or plat shall occur until it is determined that good cause exists for delay in the construction of the project. Should the project fail to proceed, a public hearing shall be held by the Town Council to determine the cause of the delay. At the public hearing on the matter, if the Town Council determines that there is not good cause for the delay, it may impose additional conditions on the property owner to ensure compliance. If such additional conditions are not met, the Zoning Administrator may set the matter for public hearing, according to the process set forth in subsection above, on a possible reversion from C-2 – Intermediate Commercial zoning to C-1 – Neighborhood Commercial and Professional zoning.
7. For purposes of this Section, the terms “commence,” “commencing” and “commencement” shall mean physical vertical construction activity in accordance with a valid building permit issued by the Town.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, this 4th day of June 4, 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
Grady Miller, Town Manager

Aaron D. Arnson, Town Attorney
Town Attorney

EXHIBIT A
TO
ORDINANCE NO. 19-08

[Legal Description of the Property]

See following pages.

LEGAL DESCRIPTION

That portion of the South half of the Northwest quarter and the North half of the Southwest quarter of Section 26, Township 3 North, Range 6 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the monument line intersection of Shea Boulevard and Saguaro Boulevard from which the West quarter corner of said Section 26 bears North 58 degrees 04 minutes 18 seconds West, a distance of 1388.31 feet and also from which a Maricopa County Highway Department Brass Cap Monument for P.O.C. 243-83.30, 22 feet RT. Bears North 50 degrees 10 minutes 58 seconds West, a distance of 724.56 feet;

Thence North 42 degrees 50 minutes 00 seconds East along the centerline of Saguaro Boulevard, a distance of 775.00 feet;

Thence North 47 degrees 10 minutes 00 seconds West, a distance of 55.00 feet to the Northwesterly right-of-way line and the POINT OF BEGINNING, said point also being the Southeast corner of lot 6, Block 4, FOUNTAIN HILLS FINAL PLAT NO 403-B;

Thence South 42 degrees 50 minutes 00 seconds West along said right-of-way line, a distance of 330.45 feet to the beginning of a tangent curve being concave Northerly and having a radius of 20.00 feet;

Thence departing from said right-of-way and along the arc of said curve through a central angle of 87 degrees 25 minutes 23 seconds and an arc length of 30.52 feet to a point of reverse curvature, said point being on the Northeasterly right-of-way of a road being 50.00 feet in width and being more commonly known as Trevino Drive, said point also being at the beginning of a curve being concave Southerly and having a radius of 425.00 feet and a radial line passing through said point bears North 40 degrees 15 minutes 23 seconds East;

Thence along said right-of-way and along the arc of said curve through a central angle of 44 degrees 49 minutes 23 seconds and an arc length of 332.48 feet;

Thence South 85 degrees 26 minutes 00 seconds West, a distance of 111.13 feet to the beginning of a tangent curve being concave Northerly and having a radius of 175.00 feet;

Thence along the arc of said curve through a central angle of 42 degrees 51 minutes 31 seconds, and an arc length of 130.90 feet to a point of reverse curvature, a radial line passing through last said curve bears South 38 degrees 17 minutes 31 seconds West, said reverse curve being concave Southerly and having a radius of 7047.49 feet;

Thence along the arc of said curve through a central angle of 00 degrees 58 minutes 12 seconds and an arc length of 119.30 feet to a point of reverse curvature, a radial line passing through said point bears North 37 degrees 19 minutes 19 seconds East, said reverse curve being concave Easterly and having a radius of 20.00 feet;

Thence along the arc of said curve through a central angle of 89 degrees 35 minutes 41 seconds and an arc length of 31.27 feet to a point on the Easterly right-of-way line of Burkemo Drive, said point also being on the Easterly line of said FOUNTAIN HILLS FINAL PLAT NO. 403-B, North 36 degrees 55 minutes 00 seconds East, a distance of 69.89 feet from the Southeasterly comer of said FOUNTAIN HILLS FINAL PLAT NO. 403-B;

Thence North 36 degrees 55 minutes 00 seconds East, a distance of 260.77 feet to the beginning of a tangent curve being concave Westerly and having a radius of 230.00 feet;

Thence along the arc of said curve through a central angle of 15 degrees 21 minutes 52 seconds and an arc length of 61.68 feet to a point of cusp with a curve concave to the Northeast and having a radius of 20.00 feet a radial line passing through said point bears North 68 degrees 26 minutes 52 seconds West;

Thence Southeasterly along the arc of said curve through a central angle of 81 degrees 57 minutes 08 seconds and an arc length of 28.61 feet to a point on the Southerly line of said FOUNTAIN HILLS FINAL PLAT NO. 403-B;

Thence continuing along said line South 60 degrees 24 minutes 00 seconds East, a distance of 12.75 feet to the beginning of a tangent curve being concave Northeasterly and having a radius of 185.00 feet;

Thence along the arc of said curve through a central angle of 28 degrees 20 minutes 00 seconds and an arc length of 91.48 feet;

Thence South 88 degrees 44 minutes 00 seconds East, a distance of 99.71 feet to the beginning of a tangent curve being concave Southerly and having a radius of 715.00 feet;

Thence along the arc of said curve through a central angle of 41 degrees 34 minutes 00 seconds and an arc length of 518.72 feet to a point of reverse curvature, said curve being concave Northerly and having a radius of 20.00 feet, a radial line passing through said point bears South 42 degrees 50 minutes 00 seconds West;

Thence along the arc of said curve through a central angle of 90 degrees 00 minutes 00 seconds and an arc length of 31.42 feet to the POINT OF BEGINNING.

EXHIBIT B
TO
ORDINANCE NO. 19-18

[Map of the Property]

See following page.

**WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
PINNACLE VIEW DEVELOPMENT, LLC**

THIS WAIVER OF CLAIMS FOR DIMINUTION OF VALUE UNDER ARIZ. REV. STAT. §§ 12-1134 - 1136 (this “Waiver”) is made as of the ___ day of _____, 201~~8~~⁹, between PINNACLE VIEW DEVELOPMENT, LLC (the “Owner”) and the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation (the “Town”), regarding the following real property (the “Property”):

See legal description and map set forth in Exhibit A attached hereto and incorporated as if fully set forth herein.

Owner (i) is the owner of all right, title and interest in the Property and (ii) on behalf of itself and all other parties having an interest in the Property intends to encumber the Property with the following agreements and waivers:

1. Waiver of Claims Pursuant to ARIZ. REV. STAT. § 12-1134 et seq. The Owner agrees and understands that the Town is entering into this Waiver in conjunction with that certain approval for rezoning of the Property, **Case #Z2019-03** (the “Rezoning”), in good faith and with the understanding that, if it approves the Rezoning it will not be subject to a claim for diminished value of the Property from the Owner or other parties having an interest in the Property. Owner agrees and consents to all the conditions imposed by the Rezoning ordinance, including all stipulations adopted by the Council, and by signing this Waiver hereby waives any and all claims, suits, damages, compensation and causes of action the Owner may have now or in the future under the provisions of ARIZ. REV. STAT. §§ 12-1134 through and including 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting solely from the Rezoning. Owner acknowledges and agrees that any stipulations imposed by the Council as part of the Rezoning ordinance will not result in a reduction of the fair market value of the Property as defined in ARIZ. REV. STAT. § 12-1136. The Owner acknowledges that additional stipulations may be imposed by the Town Council, in its sole discretion, prior to approval of the Rezoning. Owner agrees and understands that its waiver of claims as set forth in this Waiver shall be deemed to extend to cover any changes to the Rezoning ordinance and all stipulations to the Rezoning ordinance approved by the Town Council unless, not later than 48 hours following such Town Council approval, Owner notifies the Town, in writing, of its disagreement with such stipulation(s). In the event that Owner timely notifies the Town of such disagreement, Owner shall not be deemed to have waived claims with respect to only the stipulations imposed or revised by the Town Council prior to approval of the Rezoning ordinance; provided, however, that if Owner does not submit a separate waiver of such claims, in a form acceptable to the Town, prior to close of business on the fifth day following approval of the Rezoning ordinance, then the Town may, after proper notice and hearing, rescind the Rezoning ordinance, and if rescinded by the Town Council acting in its sole discretion, this Waiver shall act as a bar to a claim for diminished value based upon the rescinded Rezoning

ordinance. The foregoing waiver of claims shall not be effective and shall be of no further force and effect with respect to the Rezoning in the event the Town Council disapproves the Rezoning ordinance.

2. Entire Agreement; Modification. This Waiver, any exhibits attached hereto, and any addenda, constitute the entire understanding and agreement of the Owner and the Town and shall supersede all prior agreements or understandings between the Owner and Town regarding waiver of claims pursuant to ARIZ. REV. STAT. § 12-1134 *et seq.* relating to the Property with respect to the Rezoning. This Waiver may not be modified or amended except by written agreement by the Owner and Town.

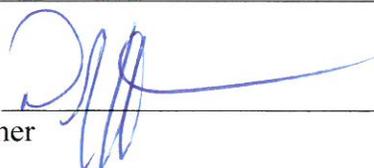
3. Applicable Law; Cancellation. This Waiver is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. This Waiver is subject to the cancellation provisions of ARIZ. REV. STAT. § 38-511.

4. Recording; Waiver Runs With Land. Within ten days after the execution of this Waiver, the Town Clerk shall file the Waiver in the Official Records of the County Recorder's Office, Maricopa County, Arizona. This Waiver runs with the land and is binding upon all present and future owners of the above-referenced Property.

5. Owner Authority. The Owner warrants and represents that it is the owner of all right, title and interest to the Property, and that no other person has an ownership interest in the Property. The person(s) who sign on behalf of Owner personally warrant and guarantee to the Town they have the legal power to bind the Owner to this Waiver.

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

"Owner"
Pinnacle View Development, LLC

By:  _____
Owner

"Town"
TOWN OF FOUNTAIN HILLS, an Arizona
municipal corporation

By: _____
Grady Miller, Town Manager

ATTEST:

Elizabeth Burke, Town Clerk

ACKNOWLEDGMENTS

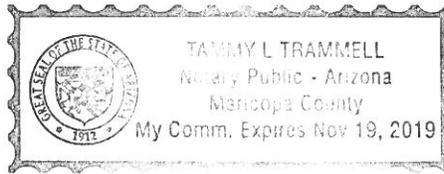
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on May 23, ²⁰¹⁹~~2018~~,
by (Owner).

Tammy L Trammell
Notary Public in and for the State of Arizona

My Commission Expires:

11-19-2019



STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, _____,
by Grady Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona
municipal corporation, on behalf of the Town of Fountain Hills.

Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
(OWNER)

[Legal Description/Map of the Property]

See following pages.

LEGAL DESCRIPTION

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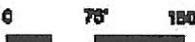
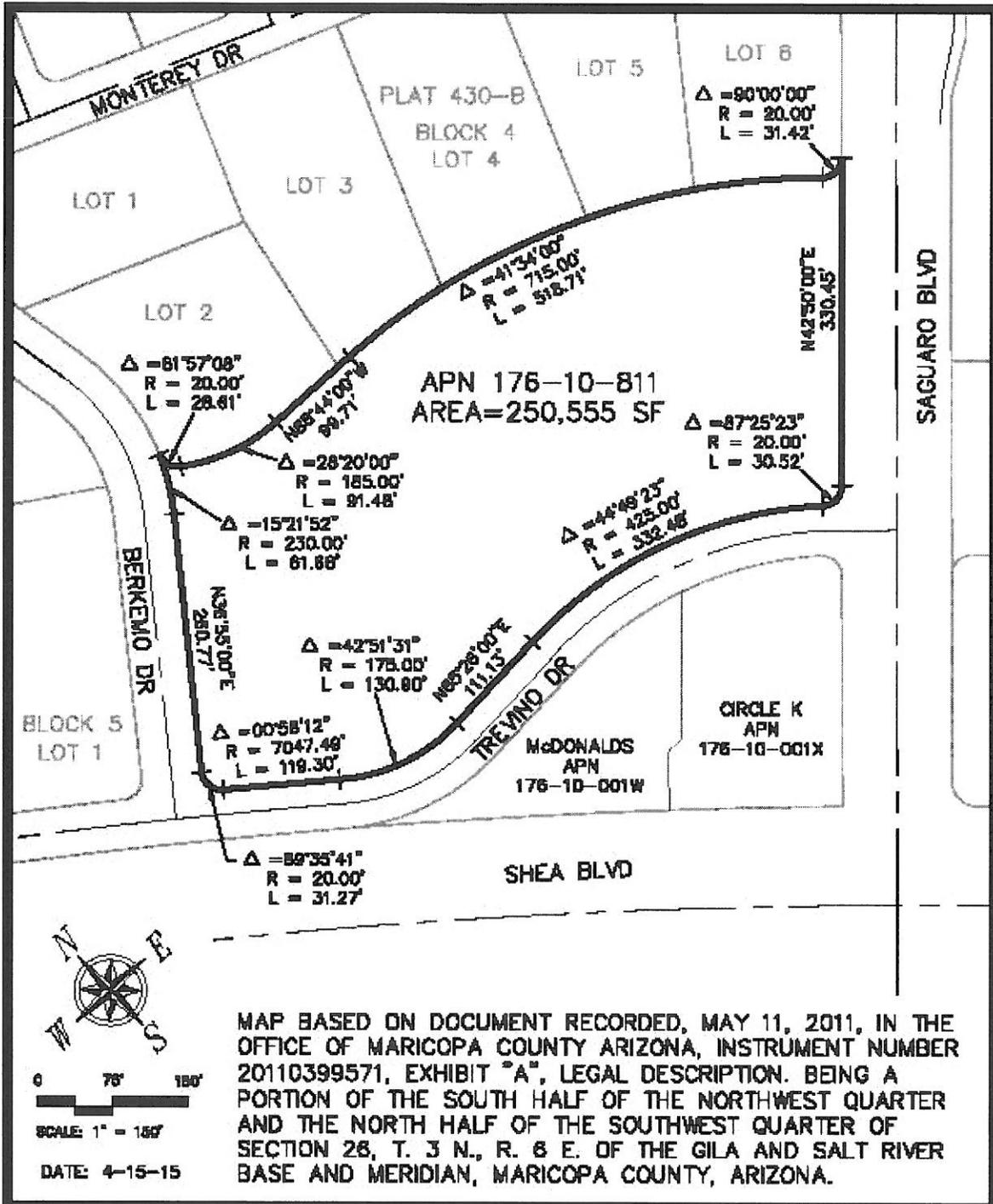
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Thence along the arc of said curve through a central angle of 90 degrees 00 minutes 00 seconds and an arc length of 31.42 feet to the POINT OF BEGINNING.

MCR 20110399571



SCALE: 1" = 150'

DATE: 4-15-15

MAP BASED ON DOCUMENT RECORDED, MAY 11, 2011, IN THE OFFICE OF MARICOPA COUNTY ARIZONA, INSTRUMENT NUMBER 20110399571, EXHIBIT "A", LEGAL DESCRIPTION. BEING A PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 28, T. 3 N., R. 8 E. OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

**WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
PINNACLE VIEW DEVELOPMENT, LLC**

THIS WAIVER OF CLAIMS FOR DIMINUTION OF VALUE UNDER ARIZ. REV. STAT. §§ 12-1134 - 1136 (this “Waiver”) is made as of the ___ day of _____, 2018⁹, between PINNACLE VIEW DEVELOPMENT, LLC (the “Owner”) and the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation (the “Town”), regarding the following real property (the “Property”):

See legal description and map set forth in Exhibit A attached hereto and incorporated as if fully set forth herein.

Owner (i) is the owner of all right, title and interest in the Property and (ii) on behalf of itself and all other parties having an interest in the Property intends to encumber the Property with the following agreements and waivers:

1. Waiver of Claims Pursuant to ARIZ. REV. STAT. § 12-1134 et seq. The Owner agrees and understands that the Town is entering into this Waiver in conjunction with that certain approval for rezoning of the Property, **Case #Z2019-02** (the “Rezoning”), in good faith and with the understanding that, if it approves the Rezoning it will not be subject to a claim for diminished value of the Property from the Owner or other parties having an interest in the Property. Owner agrees and consents to all the conditions imposed by the Rezoning ordinance, including all stipulations adopted by the Council, and by signing this Waiver hereby waives any and all claims, suits, damages, compensation and causes of action the Owner may have now or in the future under the provisions of ARIZ. REV. STAT. §§ 12-1134 through and including 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting solely from the Rezoning. Owner acknowledges and agrees that any stipulations imposed by the Council as part of the Rezoning ordinance will not result in a reduction of the fair market value of the Property as defined in ARIZ. REV. STAT. § 12-1136. The Owner acknowledges that additional stipulations may be imposed by the Town Council, in its sole discretion, prior to approval of the Rezoning. Owner agrees and understands that its waiver of claims as set forth in this Waiver shall be deemed to extend to cover any changes to the Rezoning ordinance and all stipulations to the Rezoning ordinance approved by the Town Council unless, not later than 48 hours following such Town Council approval, Owner notifies the Town, in writing, of its disagreement with such stipulation(s). In the event that Owner timely notifies the Town of such disagreement, Owner shall not be deemed to have waived claims with respect to only the stipulations imposed or revised by the Town Council prior to approval of the Rezoning ordinance; provided, however, that if Owner does not submit a separate waiver of such claims, in a form acceptable to the Town, prior to close of business on the fifth day following approval of the Rezoning ordinance, then the Town may, after proper notice and hearing, rescind the Rezoning ordinance, and if rescinded by the Town Council acting in its sole discretion, this Waiver shall act as a bar to a claim for diminished value based upon the rescinded Rezoning

ordinance. The foregoing waiver of claims shall not be effective and shall be of no further force and effect with respect to the Rezoning in the event the Town Council disapproves the Rezoning ordinance.

2. Entire Agreement; Modification. This Waiver, any exhibits attached hereto, and any addenda, constitute the entire understanding and agreement of the Owner and the Town and shall supersede all prior agreements or understandings between the Owner and Town regarding waiver of claims pursuant to ARIZ. REV. STAT. § 12-1134 *et seq.* relating to the Property with respect to the Rezoning. This Waiver may not be modified or amended except by written agreement by the Owner and Town.

3. Applicable Law; Cancellation. This Waiver is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. This Waiver is subject to the cancellation provisions of ARIZ. REV. STAT. § 38-511.

4. Recording; Waiver Runs With Land. Within ten days after the execution of this Waiver, the Town Clerk shall file the Waiver in the Official Records of the County Recorder’s Office, Maricopa County, Arizona. This Waiver runs with the land and is binding upon all present and future owners of the above-referenced Property.

5. Owner Authority. The Owner warrants and represents that it is the owner of all right, title and interest to the Property, and that no other person has an ownership interest in the Property. The person(s) who sign on behalf of Owner personally warrant and guarantee to the Town they have the legal power to bind the Owner to this Waiver.

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

“Owner”
Pinnacle View Development, LLC

“Town”
TOWN OF FOUNTAIN HILLS, an Arizona
municipal corporation

By: 
Owner

By: _____
Grady Miller, Town Manager

ATTEST:

Elizabeth Burke, Town Clerk

ACKNOWLEDGMENTS

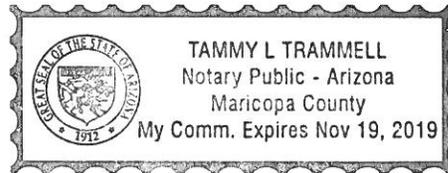
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on May 23 ²⁰¹⁹, ~~2018~~,
by (Owner).

Tammy L Trammell
Notary Public in and for the State of Arizona

My Commission Expires:

11-19-2019



STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, _____,
by Grady Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona
municipal corporation, on behalf of the Town of Fountain Hills.

Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
(OWNER)

[Legal Description/Map of the Property]

See following pages.

LEGAL DESCRIPTION

That portion of the South half of the Northwest quarter and the North half of the Southwest quarter of Section 26, Township 3 North, Range 6 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the monument line intersection of Shea Boulevard and Saguaro Boulevard from which the West quarter corner of said Section 26 bears North 58 degrees 04 minutes 18 seconds West, a distance of 1388.31 feet and also from which a Maricopa County Highway Department Brass Cap Monument for P.O.C. 243-83.30, 22 feet RT. Bears North 50 degrees 10 minutes 58 seconds West, a distance of 724.56 feet;

Thence North 42 degrees 50 minutes 00 seconds East along the centerline of Saguaro Boulevard, a distance of 775.00 feet;

Thence North 47 degrees 10 minutes 00 seconds West, a distance of 55.00 feet to the Northwesternly right-of-way line and the POINT OF BEGINNING, said point also being the Southeast corner of lot 6, Block 4, FOUNTAIN HILLS FINAL PLAT NO 403-B;

Thence South 42 degrees 50 minutes 00 seconds West along said right-of-way line, a distance of 330.45 feet to the beginning of a tangent curve being concave Northerly and having a radius of 20.00 feet;

Thence departing from said right-of-way and along the arc of said curve through a central angle of 87 degrees 25 minutes 23 seconds and an arc length of 30.52 feet to a point of reverse curvature, said point being on the Northeasterly right-of-way of a road being 50.00 feet in width and being more commonly known as Trevino Drive, said point also being at the beginning of a curve being concave Southerly and having a radius of 425.00 feet and a radial line passing through said point bears North 40 degrees 15 minutes 23 seconds East;

Thence along said right-of-way and along the arc of said curve through a central angle of 44 degrees 49 minutes 23 seconds and an arc length of 332.48 feet;

Thence South 85 degrees 26 minutes 00 seconds West, a distance of 111.13 feet to the beginning of a tangent curve being concave Northerly and having a radius of 175.00 feet;

Thence along the arc of said curve through a central angle of 42 degrees 51 minutes 31 seconds, and an arc length of 130.90 feet to a point of reverse curvature, a radial line passing through last said curve bears South 38 degrees 17 minutes 31 seconds West, said reverse curve being concave Southerly and having a radius of 7047.49 feet;

Thence along the arc of said curve through a central angle of 00 degrees 58 minutes 12 seconds and an arc length of 119.30 feet to a point of reverse curvature, a radial line passing through said point bears North 37 degrees 19 minutes 19 seconds East, said reverse curve being concave Easterly and having a radius of 20.00 feet;

Thence along the arc of said curve through a central angle of 89 degrees 35 minutes 41 seconds and an arc length of 31.27 feet to a point on the Easterly right-of-way line of Burkemo Drive, said point also being on the Easterly line of said FOUNTAIN HILLS FINAL PLAT NO. 403-B, North 36 degrees 55 minutes 00 seconds East, a distance of 69.89 feet from the Southeasterly comer of said FOUNTAIN HILLS FINAL PLAT NO. 403-B;

Thence North 36 degrees 55 minutes 00 seconds East, a distance of 260.77 feet to the beginning of a tangent curve being concave Westerly and having a radius of 230.00 feet;

Thence along the arc of said curve through a central angle of 15 degrees 21 minutes 52 seconds and an arc length of 61.68 feet to a point of cusp with a curve concave to the Northeast and having a radius of 20.00 feet a radial line passing through said point bears North 68 degrees 26 minutes 52 seconds West;

Thence Southeasterly along the arc of said curve through a central angle of 81 degrees 57 minutes 08 seconds and an arc length of 28.61 feet to a point on the Southerly line of said FOUNTAIN HILLS FINAL PLAT NO. 403-B;

Thence continuing along said line South 60 degrees 24 minutes 00 seconds East, a distance of 12.75 feet to the beginning of a tangent curve being concave Northeasterly and having a radius of 185.00 feet;

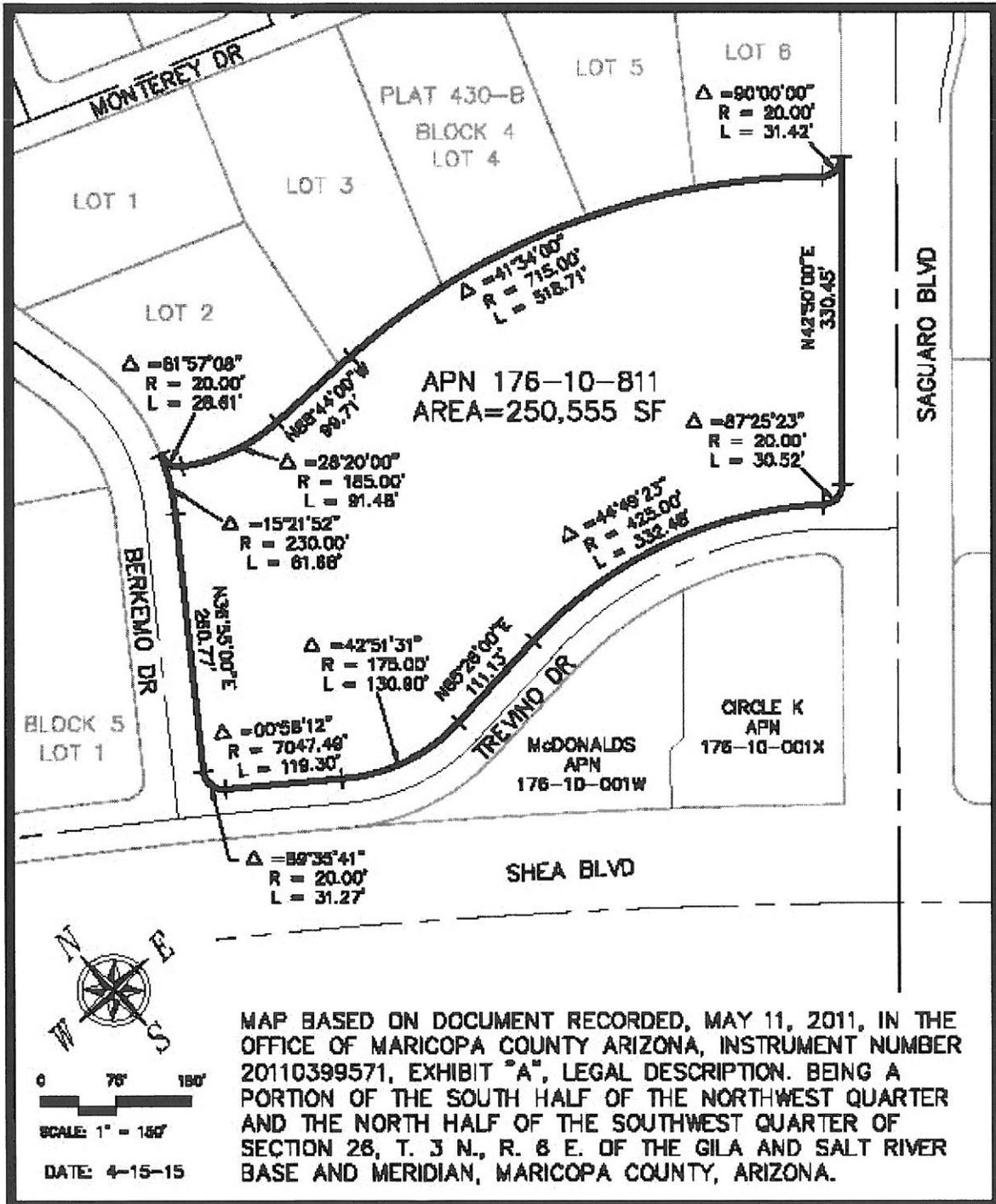
Thence along the arc of said curve through a central angle of 28 degrees 20 minutes 00 seconds and an arc length of 91.48 feet;

Thence South 88 degrees 44 minutes 00 seconds East, a distance of 99.71 feet to the beginning of a tangent curve being concave Southerly and having a radius of 715.00 feet;

Thence along the arc of said curve through a central angle of 41 degrees 34 minutes 00 seconds and an arc length of 518.72 feet to a point of reverse curvature, said curve being concave Northerly and having a radius of 20.00 feet, a radial line passing through said point bears South 42 degrees 50 minutes 00 seconds West;

Thence along the arc of said curve through a central angle of 90 degrees 00 minutes 00 seconds and an arc length of 31.42 feet to the POINT OF BEGINNING.

MCR 20110399571





TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/4/2019

Meeting Type: Regular Session

Agenda Type: Regular

Submitting Department: Administration

Staff Contact Information: Grady E. Miller, Town Manager

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF Town Ordinance 19-11 amending the Town of Fountain Hills Town Code, Chapter 11 "Offenses," relating to noise.

Applicant: None

Applicant Contact Information:

Owner: N/A

Owner Contact Information:

Property Location: N/A

Related Ordinance, Policy or Guiding Principle: Section 11-1-7 of the Town Code

Staff Summary (background): At the June 18, 2018 Council meeting, the Council revised the Town of Fountain Hills Town Code, Chapter 11 "Offenses," relating to Noise, to add an ordinance related to the regulation of nuisance parties. At the time of the adoption of the ordinance, the Council directed staff to come back after a six-month period to report on the effectiveness of the ordinance in addressing the party house issues. The Town Council received public input on the nuisance party ordinance and directed staff at the February 7, 2019 Council Retreat to evaluate potential adjustments to the ordinance.

Town Attorney Aaron Arnson, Councilmember Sherry Leckrone, MCSO Captain Larry Kratzer, Town Prosecutor Mark Iacovino, and the Town Manager conducted an evaluation of the current Town Code. After a thorough review by all parties, it was the consensus of the group to recommend several broad-level revisions to Town Code Chapter 11 "Offenses," relating to Noise. The general intent of the revisions is to make the noise ordinance as a whole easier to understand; to make the noise ordinance more aligned in several respects with state law; and to streamline enforcement for law enforcement personnel.

The most significant proposed changes to the noise ordinance are the adoption of both "per se" noise violations, applicable in instances where noise exceeds certain decibel thresholds, and "unreasonable noise" violations, applicable in instances where a person creates unreasonable noise, with intent to disturb the peace or quiet of a neighborhood, family, or person, or with knowledge of doing so. The recommended changes eliminate the "nuisance party" designation in favor of the broader noise violation provisions. Existing provisions of the Town Code and state law will apply to other conduct that was proscribed by the nuisance party provision, including conduct related to vehicle traffic and parking, underage alcohol consumption, disturbing the peace, etc.

The recently enacted state legislation related to short-term rentals, House Bill 2672, complements the Town's noise ordinance but is not directly related. That bill generally requires owners of short-term rentals to provide cities or town with contact information and respond to complaints in a timely manner at risk of monetary penalties for failure to comply with the law. The proposed revisions operate independently of House Bill 2672. **Risk Analysis** (options or alternatives with implications): Ordinance 19-11 will provide significant improvements for Sheriff Deputies in responding to neighborhood noise disturbances. Other sections of Town Code and State laws will address other aspects of nuisance issues such as vehicle traffic and parking, underage alcohol consumption, disturbing the peace, etc.

Fiscal Impact (initial and ongoing costs; budget status): Ordinance 19-11 has no fiscal impact on the Town of Fountain Hills.

Budget Reference (page number):

Funding Source: NA

If Multiple Funds utilized, list here:

Budgeted; if No, attach Budget Adjustment Form: NA

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

Staff Recommendation(s): Staff recommends Council approval of Ordinance 19-11.

List Attachment(s): Ordinance 19-11

SUGGESTED MOTION (for Council use): Move to adopt Ordinance 19-11 amending the Town of Fountain Hills Town Code, Chapter 11 "Offenses," relating to noise.

Prepared by:

NA 5/28/2019

Approved:


Grady E. Miller, Town Manager

5/28/2019

Director's Approval:

NA 5/28/2019

ORDINANCE NO. 19-11

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, AMENDING THE TOWN OF FOUNTAIN HILLS TOWN CODE, CHAPTER 11 "OFFENSES," RELATING TO NOISE.

WHEREAS, the Mayor and the Council of the Town of Fountain Hills (the "Town Council") finds and determines that the control of noise is necessary to preserve the quality of life for the residents of Fountain Hills.

WHEREAS, the Town Council desires to amend Chapter 11 of the Town Code, Section 11-1-7 "Noise," as set forth in Exhibit A; and

WHEREAS, the Town Council has determined that the changes to the Town Code are necessary to protect the health, safety, and general welfare of the residents of Fountain Hills.

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

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

SECTION 2. Section 11-1-7 of the Town Code is amended as set forth in Exhibit A.

SECTION 3. If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED BY the Mayor and Council of the Town of Fountain Hills, June 4, 2019.

FOR THE TOWN OF FOUNTAIN HILLS:

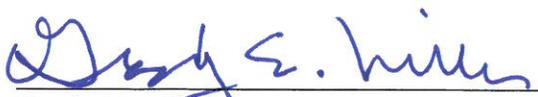
ATTESTED TO:

Ginny Dickie, Mayor

Elizabeth A. Burke, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:



Grady E. Miller, Town Manager

Aaron D. Arnson, Town Attorney

ORDINANCE NO. 19-11

EXHIBIT A
TO
ORDINANCE 19-11

[TOWN CODE SECTION 11-1-7]

See following pages.

ORDINANCE NO. 19-11

Section 11-1-7 Noise

- A. Purpose. The purpose of this Section is to promote the health and general welfare of the citizens and businesses of the Town by balancing the need to protect the community peace and quiet enjoyment of residential neighborhoods and business districts against unreasonable noise with the legitimate goal of promoting and encouraging commercial, ~~and~~ business, and residential growth in the community.

- B. Definitions. The following words, terms and phrases, when used in this Section, have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:
 - 1. "A band level" means the total sound level of all noise as measured with a sound level meter using an A-weighting network. The unit is the dB(A).
 - 2. "Complainant" means a person who files a noise complaint.
 - 3. "Decibel" means a sound pressure that is 20 times the logarithm to the base 10 of the ratio of the pressure of sound to the reference pressure, 2×10^{-5} newton/meter².
 - 4. "Emergency work" means any (a) work performed to prevent or alleviate physical trauma or property damage threatened or caused by an emergency that has or may result in a disruption of service and that is necessary to restore property to a safe condition following a public calamity, (b) work required to protect the health, safety or welfare of persons or property or (c) work by private or public utilities when restoring utility service.
 - 5. "Noise violation" means any noise created that exceeds the maximum limits as specified in this Section or that is unreasonable under the circumstances existing at the time and place of the violation.
 - 6. "Sound level (noise level)" means the sound measured with the A-weighting and slow response by a sound level meter.
 - 7. "Sound level meter" means an instrument including a microphone, an amplifier, an output meter and frequency weighting networks for the measurement of sound levels that satisfies the pertinent requirements for Type 1 sound level meters as set forth in the most recent version of American Standard Specifications for Sound Level Meters ANSI S1.4-1983.
 - 8. "Sound Source" means the cause and location of the noise.

- C. Measurement Standard. Where applicable, Ssound level shall be measured with a sound level meter operated in accordance with the manufacturer's guidelines and instructions.

ORDINANCE NO. 19-11

D. Per Se Noise Violations Prohibited. Subject to the complaint processing provisions in Subsection 11-1-7(E) below, it shall be a violation of this Section to emit or allow to be emitted noise in excess of the permissible noise levels set forth in Table 1 below.

1. Subject to the complaint processing provisions in Subsection 11-1-7(D)(2) below, it shall be a per se violation of this Section to emit or allow to be emitted noise in excess of the permissible noise levels set forth in Table 1 below.

[REPLACE TABLE 1 IN ITS ENTIRETY WITH THE FOLLOWING TABLE 1]

Table 1 Permissible Noise Levels:

<u>Time</u>	<u>Decibel dB(A)</u>
<u>6:00 a.m. to 10:00 p.m.</u>	<u>70</u>
<u>10:00 p.m. to 6:00 a.m.</u>	<u>50</u>

2. Complaint Processing. After receiving a noise complaint from a complainant, an individual authorized under Subsection H of this Section shall measure the noise level with such measurements being made where the complainant's peace and quiet was disturbed. The authorized individual shall determine a per se noise violation has occurred when the decibel levels at the complainant's location exceed the maximum decibel levels set forth in Table 1 above.

3. The 10:00 p.m. cutoff may be extended to 11:00 p.m. in conjunction with a temporary use permit issued by the Town pursuant to Section 2.03 of the Town Zoning Ordinance. The 11:00 p.m. cutoff may be extended to 11:00 p.m. in an Entertainment Overlay District on Friday and Saturday evenings without a temporary use permit.

E. Violations for Unreasonable Noise. ~~Complaint Processing.~~ It is unlawful for any person to make or create unreasonable noise, with intent to disturb the peace or quiet of a neighborhood, family, or person, or with knowledge of doing so. For purposes of this Subsection, the determination of unreasonable noise shall be made based upon the circumstances existing at the time and place of the violation and independently of Subsection 11-1-7(D) above. ~~After receiving a noise complaint from a complainant, an individual authorized under Subsection H of this Section shall measure the noise level with such measurements being made at the wall of the complainant's location. The authorized individual shall determine a noise violation has occurred when the decibel levels at the complainant's location exceed the maximum decibel levels set forth in Table 1 above.~~

F. Sound Truck. It is unlawful to play, operate, or use any device known as a sound truck, loud speaker or sound amplifier, radio or phonograph with loud speaker or sound amplifier or any instrument of any kind or character that emits loud and raucous noises and is attached to and upon any vehicle.

ORDINANCE NO. 19-11

- G. Braking devices. It shall be unlawful for the driver of any vehicle to use or operate or cause to be used or operated within the Town any compression release or other engine braking device designed to aid in the braking or deceleration of any vehicle which results in noise in excess of that which would otherwise be produced from such vehicle without such braking device. The provisions of this Subsection do not apply to public safety vehicles or to any vehicle while descending Golden Eagle Boulevard.
- H. Violations. The Town Manager or designee, code official or Town-designated law enforcement officer may issue civil citations pursuant to Subsection 1 8 3(D) of this Code to enforce violations of this Section. After civil enforcement as set forth in Subsection 1 8 3(D) of this Code, any Town-designated ~~POST-certified~~ law enforcement officer or the Town Prosecutor may issue criminal complaints pursuant to Subsection 1-8-2(A) to enforce this Section.
- I. Exemptions. The following uses and activities shall be exempt from Town noise level regulations:
1. Noises resulting from air-conditioning equipment when such equipment is in proper operating condition.
 2. Noises resulting from lawn maintenance equipment operated during daylight hours when such equipment is functioning with all mufflers and standard noise-reducing equipment in use and in proper operating condition.
 3. Noises of safety signals, warning devices and emergency pressure relief valves.
 4. Noises resulting from an authorized emergency vehicle when responding to an emergency call or acting in time of emergency.
 5. Noises resulting from emergency work.
 6. Church chimes or bells.
 7. Any noise created by any Town or Town contractor vehicles, equipment or facilities while being operated or utilized for official business
 8. Noises resulting from a special event being held pursuant to a Town-issued special event permit.
 9. An un-amplified human voice.
 10. Noises resulting from an event being held by a school.

ORDINANCE NO. 19-11

J. Other Remedies. Nuisance Party. Nothing in this Section shall be construed as affecting the ability of the Town or other body to initiate or continue concurrent or subsequent criminal prosecution of any person for any violations of the provisions of the Town code or State law arising out of the circumstances necessitating the application of this Section.
~~A Nuisance party is unlawful and constitutes a civil infraction.~~

~~1. Definitions. For the provisions of Section 11-1-7(J) the following definitions apply:~~

- ~~a. "Minor" means any person under the age of twenty one (21) years.~~
- ~~b. "Enforcement Officer" means either a (i) Town designated law enforcement officer or (ii) Town code enforcement officer.~~
- ~~c. "Notice of Violation" has the same meaning as the term is defined in Section 1-8-3.~~
- ~~d. "Nuisance Party" means a gathering of one (1) or more persons on any private property, including property used to conduct business, in a manner which causes a disturbance of the quiet enjoyment of private or public property by any person or persons. Such disturbances include, but are not limited to, excessive noise or traffic, obstruction of public streets by crowds or vehicles, drinking in public, the service of alcohol to minors or consumption of alcohol by minors, fighting, disturbing the peace, and littering.~~
- ~~e. "Owner" means the Owner of any property, as well as any agent of an Owner who acts on behalf of the Owner to control or otherwise regulate the occupancy or use of the property.~~
- ~~f. "Premises" means the property that is the site of a nuisance party. For residential properties, "premises" means the dwelling unit or units where the nuisance party occurs.~~
- ~~g. "Responsible person" means any person in attendance who engaged in a nuisance party, including any Owner who is in attendance, occupant, tenant, guest or any sponsor, host or organizer of the nuisance party. "Responsible person" does not include Owners or persons in charge of premises where a nuisance party takes place if the persons in attendance obtained use of the premises through illegal entry or trespassing.~~

~~2. Abatement of a nuisance party. An Enforcement Officer may abate a nuisance party by reasonable means including, but not limited to, warning, citation, or, in case of a law enforcement officer, arrest of violators under applicable ordinances or state statutes, and dispersal of the persons attending the gathering.~~

ORDINANCE NO. 19-11

- ~~3. When an Enforcement Officer responds to the first nuisance party and while at the scene determines that there is a threat to the public peace, health, safety, or general welfare, the officer may issue a citation to any Responsible Person(s).~~
 - ~~a. If on a first response to a nuisance party, any of the following crimes are being committed:
 - ~~i. Minor in possession of alcohol;~~
 - ~~ii. Minor in consumption of alcohol;~~
 - ~~iii. Possession or use of illegal drugs;~~
 - ~~iv. Weapons misconduct, in violation of A.R.S. Section 13-3102; or~~
 - ~~v. Any felony offense~~~~
 - ~~b. Then the Responsible Person(s) and Owner shall be assessed a fine commensurate with a second nuisance party, as set forth in subsections (5) and (6) of this section.~~
- ~~4. Notice of violation. If an Enforcement Officer issues a citation to an Owner or any Responsible Person(s) under this section, the officer shall notify the Town in writing. Upon such notification the Town shall issue a Notice of Violation to the Owner in the same manner as set forth in Subsection 1-8-3(c) of this Code.~~
- ~~5. Non-Owner liability for nuisance parties.~~
 - ~~a. Any of the following Responsible Person(s) may be liable for a civil infraction:
 - ~~i. The person(s) who organized or sponsored the event constituting a nuisance party;~~
 - ~~ii. Any person engaged in any conduct causing the gathering to be a nuisance party.~~~~
 - ~~b. Civil penalties for Responsible Person(s)
 - ~~i. For a first nuisance party violation the fine is two hundred fifty dollars (\$250.00), inclusive of any applicable fines, fees, assessments or surcharges.~~~~

ORDINANCE NO. 19-11

~~ii.—Subsequent Nuisance Parties. If the Responsible Person(s) found liable for a nuisance party have previously been found responsible for a nuisance party, regardless of the location of the prior violation, the penalties are as follows:~~

~~1.—For a second nuisance party violation within one hundred twenty (120) days of the first nuisance party the fine is five hundred dollars (\$500.00), inclusive of any applicable fines, fees, assessments or surcharges.~~

~~2.—For a third or subsequent nuisance party within one hundred twenty (120) days of the second nuisance party the fine is one thousand dollars (\$1,000.00), inclusive of any applicable fines, fees, assessments or surcharges.~~

~~3.—If on response to a third or subsequent nuisance party, any of the following crimes are being committed at the party:~~

~~a.—Minor in possession of alcohol;~~

~~b.—Minor in consumption of alcohol;~~

~~c.—Possession or use of illegal drugs;~~

~~d.—Weapons misconduct, in violation of A.R.S. Section 13-3102; or~~

~~e.—Any felony offense.~~

~~Then the Responsible Person(s) shall be assessed a fine commensurate with two (2) times the fine for a third or subsequent nuisance party, as set forth in this subsection.~~

~~6.—Owner liability for nuisance parties.~~

~~a.—The Owner of the property where the nuisance party occurred may be liable for a civil infraction.~~

~~b.—Civil penalties for Owners~~

~~i.—An Owner who is not in attendance at the nuisance party, and who did not organize or sponsor the nuisance party, may be issued a written notice of violation.~~

~~ii.—Subsequent Nuisance Parties.~~

ORDINANCE NO. 19-11

- ~~1. If, after a written notice of a violation is issued by the Town, an Enforcement Officer responds for a second time to the same premises for a nuisance party within one hundred twenty (120) days of the first response, such response shall be deemed a second nuisance party and the fine is five hundred dollars (\$500.00), inclusive of any applicable fines, fees, assessments or surecharges.~~
- ~~2. If, after a written notice of a second violation is issued, an Enforcement Officer responds to the same premises for a third or subsequent nuisance party within one hundred twenty (120) days of the second nuisance party response, such response shall be deemed a third or subsequent nuisance party and the fine is one thousand dollars (\$1,000.00), inclusive of any applicable fines, fees, assessments or surecharges.~~
- ~~3. If on response to a third or subsequent nuisance party, any of the following crimes are being committed at the party:
 - ~~a. Minor in possession of alcohol;~~
 - ~~b. Minor in consumption of alcohol;~~
 - ~~c. Possession or use of illegal drugs;~~
 - ~~d. Weapons misconduct, in violation of A.R.S. Section 13-3102; or~~
 - ~~e. Any felony offense.~~~~

~~Then the Owner shall be assessed a fine commensurate with two (2) times the fine for a third or subsequent nuisance party, as set forth in this subsection.~~

- ~~e. Within ten (10) business days of receipt of a citation or notice of violation, the Owner may petition the Presiding Magistrate for a waiver of the civil fine, under any of the following circumstances:
 - ~~i. The Owner has taken steps reasonably necessary to prevent a subsequent nuisance party or to exclude the uninvited person from the premises, or the Owner is actively attempting to evict the Responsible Person(s) from the premises.~~
 - ~~ii. The Owner of a property with over fifty (50) individually rented units obtains and maintains private security services for the entire property.~~~~

ORDINANCE NO. 19-11

- iii. ~~If an Owner evicts tenants from a premises where a nuisance party occurred and new tenants at the same premises are given notice of a nuisance party violation, the Owner must be re-notified in the same manner as set forth in Subsection 1-8-3(c) of this Code.~~

- 7. ~~Enforcement. Enforcement Officers are authorized to enforce the provisions of this section provided that enforcement is initiated by a complaint from a member of the public or as otherwise provided by law. The complaining member of the public shall not necessarily be required to appear in court before a violator may be found responsible. Enforcement Officers shall enforce the provisions of this section using their sound discretion and the consideration of the totality of the circumstances, including but not limited to the uses of the premises (e.g. residential, commercial, etc.).~~

- 8. ~~Other remedies. Nothing in this section shall be construed as affecting the ability of the State to initiate or continue concurrent or subsequent criminal prosecution of any Responsible Person(s) or Owner for any violations of the provisions of the Town code or State law arising out of the circumstances necessitating the application of this section.~~



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/4/2019

Meeting Type: Regular Session

Agenda Type: Regular

Submitting Department: Public Works

Staff Contact Information: Justin Weldy, Director of Public Works; Tele. 480-816-5133; E-mail: jweldy@fh.az.gov; Randy L. Harrel, Town Engineer; Tele: 480-816-5112; E-mail: rharrel@fh.az.gov

REQUEST TO COUNCIL (Agenda Language): CONSIDERATION OF approving Contract Amendment No. 3 to PSA C2017-087 with the CK Group Inc., for the design of: (1) a roundabout at the Avenue of the Fountains/ La Montana Boulevard intersection, and (2) closure of Verde River Drive at the Avenue of the Fountains intersection; for \$70,013.64.

Applicant: Ogbonna Abarikwu, PE

Applicant Contact Information: the CK Group, Inc.; 16448 N. 40th Street, Suite A, Phoenix, AZ 85032; Tele: 602-482-5884; Email: ckgroup@theCKgroup.com

Owner: Town of Fountain Hills

Owner Contact Information: See above

Property Location: (1) Avenue of the Fountains/La Montana intersection; (2) Avenue of the Fountains/Verde River intersection

Related Ordinance, Policy or Guiding Principle: N/A

Staff Summary (background): The FY2019-20 CIP includes funding for a roundabout at the Avenue of the Fountains (AOTF)/La Montana intersection. This intersection alternative had originally been presented to the Council in 2017 as Alternative #2 of CK Group's Intersection Configuration Assessment Study (excerpts attached). (Note: CK's proposal for the work at this location includes Landscape Architectural design by their sub-consultant, EPG.)

Additionally, the CIP includes funding for closure of Verde River Drive at AOTF, by extending the median island (and a pedestrian sidewalk) through the intersection (concept drawing attached). This concept had originally been presented to the Council during the FY 2019-20 budget presentation.

CK's proposals for these 2 work scopes are attached. The project design costs are:

(1) AOTF/ La Montana Roundabout	\$55,383.54
(2) AOTF/ Verde River Closure	\$ 7,630.10
(3) Owner's Allowance	\$ 7,000.00
Contract Amendment No. 3 Total	\$70,013.64

(Note: Contract Amendment No. 3 increases this contract's total cost from an aggregate not-to-exceed compensation of \$78,120,78 to \$148,134.42.)

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

Fiscal Impact (initial and ongoing costs; budget status): A part of the FY 2019-20 budgeted amount for CIP project S6051.

Budget Reference (page number): 154

Funding Source: Downtown Strategy Fund

If Multiple Funds utilized, list here: N/A

Budgeted; if No, attach Budget Adjustment Form: Yes

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

Staff Recommendation(s): Staff recommends approval of Contract Amendment No. 3 to PSA C2017-087 to the CK Group, for \$70,013.64.

List Attachment(s):

- * Concept #2 Drawing (Roundabout at AOTF/La Montana intersection)
- * Conceptual Drawing of AOTF/Verde River Drive Closure
- * Contract No. C2017-087.3 ("Third Amendment to Professional Services Agreement between the Town of Fountain Hills and The CK Group, Inc."; including CK Group's proposals for "Avenue of the Fountains (AOTF) at La Montana Roundabout Design" dated April 18, 2019; and for "Verde Valley Road [sic] Closure at Avenue of the Fountains (AOTF), Fountain Hills, AZ" dated May 13, 2019).
- * Excerpts from "Intersection Configuration Assessment Study, Avenue of the Fountains at La Montana Drive"

SUGGESTED MOTION (for Council use): Move to approve Contract Amendment No. 3 to PSA C2017-087 to the CK Group, Inc., for \$70,013.64.

Prepared by:

Approved:

Randy Harrel, Town Engineer 5/21/2019



Grady E. Miller, Town Manager 5/21/2019

Director's Approval:


Justin Weldy, Public Works Director 5/21/2019

**THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
THE CK GROUP, INC.**

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Third Amendment") is entered into as of March 5, 2019, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and The CK Group, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. The Town and the Contractor entered into a Professional Services Agreement, dated February 23, 2017, as amended by that First Amendment, dated June 5, 2018, and that Second Amendment, dated November 6, 2018 (collectively, the "Agreement"), for the Contractor to provide the Town with traffic and engineering analysis, among other things, for the Town (the "Services"). All capitalized terms not otherwise defined in this Third Amendment have the same meanings as contained in the Agreement.

B. The Town has determined that additional Services, namely providing design concept plans for (1) a traffic roundabout at the intersection of Avenue of the Fountains and La Montana Boulevard (the "La Montana Project"), and (2) the closure of traffic on Verde River Road at Avenue of the Fountains (the "Verde River Project"), from the Contractor are necessary (collectively, the "Additional Services").

C. The Town and the Contractor desire to enter this Third Amendment to extend the term of the Agreement, to define the scope of the Additional Services, and to provide for compensation to the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended until June 4, 2021, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

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

3. Compensation. The Town shall: (a) pay the Contractor (i) \$55,383.54 for the Additional Services related to the La Montana Project, and (ii) \$7,630.10 for the Additional Services related to the Verde River Project; and (b) provide for an owner's allowance of \$7,000.00, resulting in an increase of the aggregate not-to-exceed compensation amount from \$78,120.78 to \$148,134.42.

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 Third 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 Third 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 Third 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 Third 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

CR
5/29/19

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.

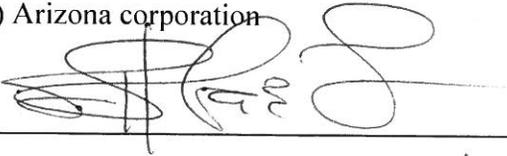
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

The CK GROUP, INC.
a(n) Arizona corporation

By: 

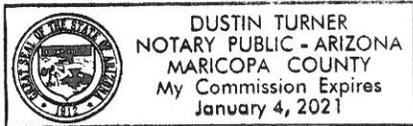
Name: OGBONNA Abarikwu

Title: Principal

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 21st, 2019, before me personally appeared Ogbonna Abarikwu, the Principal of THE CK GROUP, INC., a(n) Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.



(Affix notary seal here)

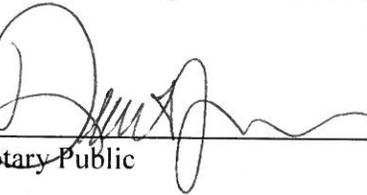

Notary Public

EXHIBIT A
TO
THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
THE CK GROUP, INC.

[Scope of Work and Fee Proposals]

See following pages.

April 18, 2019

Mr. Justin Weldy
Public Works Director
Town of Fountain Hills Development Services Department
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268

Re: Avenue of the Fountains (AOTF) at La Montana Blvd Roundabout Design

Mr. Weldy,

Thank you for requesting our services as referenced. It is our understanding that the Town desires that the CK Group (CK) provide design plans for a traffic roundabout at the subject intersection. The proposed roundabout will be based on the layout presented in the Avenue of the Fountains (AOTF) at La Montana Drive Intersection Study dated September 2017, Concept #2 for an "Oval Roundabout"

The following work effort is anticipated to be completed as part of the intersection design efforts:

1. Perform field reconnaissance and as-built review
 - a. CK will perform a detailed field review to identify impacts of widening at the intersection to accommodate the roundabout island and splitter islands.
 - b. Review and propose new pedestrian ramp and crosswalk location with regard to new roundabout.
 - c. Identify impacts to parking spaces due to roundabout.
2. Prepare detailed geometric, staking and island detail plan sheets for roundabout design.
3. Prepare hardscape modification design for new center island and existing median pavers.
4. Prepared detailed signing and marking plans for new roundabout. Coordinate work with planned striping on AOTF.
5. Perform supplemental survey for existing intersection geometry and hardscape features. CK had performed a prior limited topographical survey at this intersection for the Avenue of the Fountain at La Montana Drive Intersection Study referenced above. Survey will locate information not collected in prior survey.
6. Perform project progress meetings including coordination update and comment review and resolution meetings.
7. Prepare project specifications and an estimate of engineer's probable construction cost.
8. Provide project submittals at 60%, 90% and 100% submittal stages for Town review and approval.

The following assumptions are included in this scope effort:

- A. Center Island Art Piece and Installation
 - The Town will provide the art design for the center island including preparing design of design plans for installation. This includes foundation, electrical service, sleeves, etc.

- The Town will provide any structural engineering design for installing the art piece in the center island.
- The Town will relocate the eagle stature currently located in the median outside of the new roundabout footprint
- Public meeting is not included in this work effort. Support for council meeting will be billed separately
- Council meeting attendance and participation will be covered as an allowance item.
- Post design services are not included in this effort. Post design services will be under a separate agreement.
- CK has retained the services of EPG Group for landscape and irrigation design services. EPG's scope and fee are attached with this submittal.
-

Submittals:

- Project submittals shall be half size (11 x 17) PDF submittals.
- The final submittal shall a full size (22 x 34) hard copy bond submittal including a PDF version.

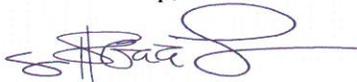
It is anticipated that the proposed work effort will be completed within sixteen (16) weeks from the receipt of a Notice to Proceed (NTP) from the Town. The estimated fee for the proposed services is \$53,269.54. Allowance budget for council meeting participation is estimated at \$1,934.80 for a total fee of **\$55,383.54**

Please refer to Exhibit A – Derivation of Fee, which is attached herein.

Cost associated with meeting(s) beyond those specified in the scope of work will be billed separately on a time and material basis.

Please do not hesitate to contact us should you have any question or comment.

Respectfully,
the CK Group, Inc.



Ogonna Abarikwu
Principal

ATTACHMENT A **LANDSCAPE ARCHITECTURE DESIGN SERVICES**

PROJECT SUMMARY

EPG services are to assess the existing landscape construction at the Avenue of the Fountains and La Montana intersection and adapt the planting and irrigation to the proposed roundabout design. Additionally, the project will include a sculptural element in the central island with a hardscaped and/or planted setting.

SCOPE OF WORK

Task 1 – Project Assessment

Investigate the existing project limits to review and analyze the existing landscape construction to include planting and irrigation system.

Task 1 Subtasks

- 1.1 *Review City provided materials, such as the 2013 Median Improvements as-built drawings.*
- 1.2 *Site visit to document in general the existing plant materials to remain and their location.*
- 1.3 *Site visit to perform a basic irrigation audit to assess the working order of the existing equipment and irrigation zones.*
- 1.4 *Attend up to one project meeting.*

Task 1 Deliverables:

- *CAD background of existing plants*
- *CAD background of major existing irrigation equipment that is surface visible*
- *Plant palette, pdf*

Anticipated Duration:

- *Two weeks*

Task 2 – 60% Design Development

Provide design development documents of the proposed landscape and irrigation system that will adapt the existing construction to the proposed roundabout design.

Task 2 Subtasks

- 2.1 *Prepare 60% planting and irrigation plans and details.*
- 2.2 *Attend 60% comment review meeting.*

Task 2 Deliverables

- *Planting/Irrigation cover sheet (1), pdf*
- *Planting plan sheets (1), 20 scale, pdf*

- *Planting detail sheets (1), pdf*
- *Irrigation plan sheets (1), 20 scale, pdf*
- *Irrigation details sheets (2), pdf*

Anticipated Duration:

- Two weeks

Task 3 – 90% Construction Documents

Provide construction documents based on the approved 60% design development task. The construction documents, through drawings and special provisions, will provide technical detail of the requirements for construction of the landscape design.

Task 3 Subtasks

- 3.1 *Prepare 90% planting and irrigation plans and details.*
- 3.2 *Prepare special provisions (MAG format).*
- 3.3 *Assist with CK Groups opinion of probable costs.*
- 3.4 *Attend 90% comment review meeting.*

Task 3 Deliverables

- *Planting/Irrigation cover sheet (1), pdf*
- *Planting plan sheets (1), 20 scale, pdf*
- *Planting detail sheets (1), pdf*
- *Irrigation plan sheets (1), 20 scale, pdf*
- *Irrigation details sheets (2), pdf*

Anticipated Duration:

- Two weeks

Task 4 – 100% Construction Documents

Provide complete construction documents based on the approved 90% construction documents task.

Task 4 Subtasks

- 4.1 *Prepare 100% design plans.*
- 4.2 *Update special provisions.*
- 4.3 *Update and refine opinion of probable costs.*
- 4.4 *Address permitting comments.*
- 4.5 *Attend 100% review meeting.*

Task 4 Deliverables

- Same as Tasks 3



Anticipated Duration:

- Two weeks

Task 5 – Final Construction Documents

Provide final hard copies of sealed construction documents based on the approved 100% construction documents task.

Task 5 Subtasks

- 5.1 *Plot and seal final planting and irrigation plans.*
- 5.2 *Update special provisions.*
- 5.3 *Update the final opinion of probable costs.*

Task 5 Deliverables

- Copies (pdf) of construction documents

Anticipated Duration:

- One week



PROPOSAL ASSUMPTIONS AND QUALIFICATIONS

Items not covered in EPG's Scope of Work and assumptions or qualifications related to the execution of its work are as follows:

1. CAD background design files will be provided by CK in AutoCAD format. EPG will perform its work in AutoCAD.
2. Hardscape design for new work and integrating into existing hardscape features will be done by CK.
3. There appears to be minimal plant materials protected by the Arizona Protected Native Plants law. Affected plants will be located, inventoried, and disposition (protect in place, salvage, destroy) shown on the planting plan.
4. Sculpture lighting and 120V electrical design if required for irrigation controllers is not included.
5. No landscape architecture assistance is included for the central island component as the Town will provide a design intent for the central island. CK will be responsible for all hardscape requirements.
6. No public meetings are anticipated or included.
7. Bidding services and construction administration services are not included at this time.
8. This proposal is prepared using the EPG Team's 2019 wage rates and will be valid for a period of ninety (90) days following the proposal date. Should the Scope of Work herein not begin within this time, we request the opportunity to review and adjust to accommodate current wage rates.

FEE SCHEDULE

Task 1	Project Assessment	\$2,077.52
Task 2	60% Design Development	\$5,328.92
Task 3	90% Construction Documents	\$6,553.28
Task 4	100% Construction Documents	\$4,405.22
Task 5	Final Construction Documents	\$1,393.41
Expenses		\$228.00
EPG Lump Sum Fee		\$19,986.35

EXHIBIT A - DERIVATION OF FEE									
Town of Fountain Hills AOTF, AOTF @ La Montana Roundabout Design									
Work Activity	Principal	Project Manager	Sr. Project Engineer	Project Engineer	CAD Designer	Registered Landscape Surveyor	Project Coordinator	Admin/ Graphics	Fee per Task
PROPOSED TASKS									35,197.39
A-1	Prepare cover sheet (1 sheet)		1	2		6			876.75
A-2	Prepare note, legend and quantity summary sheets (2 sheets)		2	6		14			2,160.68
A-3	Prepare geometric sheet (Plan View) (1 sheet)		2	6	12	20			3,671.30
A-4	Prepare staking plan sheet (1 sheet)		1	2	12	16			2,695.33
A-5	Prepare central & splitter island details (1 sheet)		2	2	8	16			2,507.38
A-6	Prepare hardscape modification plan (1 sheet)		1	2	6	16			2,170.98
A-7	Prepare striping and signing notes (1 sheet)		1	4		10			1,437.90
A-8	Prepare striping and signing plan sheets (2 sheets)		2	4	12	20			3,418.10
A-9	Prepare signing format and summary (2 sheet)		1	2	6	18			2,324.95
A-10	Supplemental Topographical Survey					8	12		1,728.98
A-11	Project coordination meetings (3 meetings)	2	6	12				6	3,136.37
A-12	Comment review meetings (2 Review meetings)		3	6				6	1,533.72
A-13	Project administration (invoice, minutes, etc) - 4 month duration	2	12				12		3,455.86
A-14	Prepare engineers estimate and specifications			12	4			2	1,965.18
A-15	Council Meeting Participation (Allowance Item)	2	4	8				2	2,113.90
									0.00
									0.00
									0.00
Total Hours	356	6	38	68	60	144	12	16	
Hourly Rates		\$71.44	\$64.47	\$50.50	\$34.86	\$30.71	\$37.00	\$38.50	\$19.23
Subtotal	\$14,040.02	\$428.64	\$2,449.86	\$3,434.00	\$2,091.60	\$4,422.24	\$444.00	\$462.00	\$307.68
Direct Labor	\$14,040.02	Subconsultants				Rebillables			
Overhead 1.2790	\$17,957.61	EPG (Irrigation and Landscape)				\$19,986.35	Mileage		
Subtotal	\$31,997.63						240 Miles at	\$124.80	
Profit 10%	\$3,199.76						Delivery	Deliveries at	\$0.00
CK Group Subtotal	\$35,197.39						Printing & Misc.	1 Lump Sum at	\$75.00
Subconsultants	\$19,986.35								
Rebillables	\$199.80								
Total	\$55,383.54	Total				\$19,986.35	Total		\$199.80

May 13, 2019

Mr. Justin Weldy
Public Works Director
Town of Fountain Hills Development Services Department
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268

Re: Verde Valley Road Closure at Avenue of the Fountains (AOTF), Fountain Hills, AZ

Mr. Weldy,

Thank you for requesting our services as referenced. It is our understanding that the Town desires that the CK Group (CK) prepare design concept plans for the closure of Verde Valley Road at AOTF. The design concept plans will be for closure of the median to restrict northbound and southbound movements on Verde River Road as depicted in the exhibit provided by the TOFH on April 2nd, 2019 with the pedestrian access placed on either the north or south side of the median but not in the middle as depicted in the graphic.

As part of the proposed improvements, CK will prepare geometric concept improvement plans for curbing off the median on Verde Valley Road. The modifications will require improvements to the ramps, curbs and gutter as well as striping and signage along AOTF and Verde Valley Road. It is assumed that pavers will be placed in the curbed off area.

CK will develop the following:

- a. Prepare geometric modification concept plans.
- b. Prepare striping and signage modification plans for proposed geometric improvements.
- c. Prepare hardscape feature in closed area utilizing pavers.
- d. Obtain survey of existing curb topo points along AOTF, 400' from Verde Valley Road centerline on each side at 50' intervals.
- e. Prepare an engineer's estimate of probable cost for the proposed improvements

Submittals: PDF of Drawings

Meetings: One project meeting is estimated for this task along with a Telephonic conference as required.

Exclusions: The following are excluded from the work effort and will added as additional work effort if required.

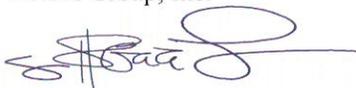
- Landscape and Irrigation Design
- Electrical/Lighting Design
- Water Feature/Fountain Design
- Plaza Concept Design including benches, sitting area

It is anticipated that the proposed work effort will be completed within four (4) weeks from the receipt of a Notice to Proceed (NTP) from the Town. The estimated fee for the proposed services is \$7,630.10. Please refer to Exhibit A – Derivation of Fee, which is attached herein.

Cost associated with meeting(s) beyond those specified in the scope of work will be billed separately on a time and material basis.

Please do not hesitate to contact us should you have any question or comment.

Respectfully,
the CK Group, Inc.



Ogbonna Abarikwu
Principal



EXHIBIT A - DERIVATION OF FEE

Town of Fountain Hills AOTF @ Verde Valley Road Improvement

Work Activity	Principal	Project Manager	Sr. Project Engineer	Project Engineer	CAD Designer	Registered Land Surveyor	Project Coordinator	Admin/ Graphics	2-Person Survey Crew						Fee per Task
PROPOSED TASKS															
A-1 Prepare Geometric Modification Plans	1	2	4		8		1								6,848.56
A-2 Prepare Signage and Marking Improvement Plans	1	2	4		6		1								1,588.32
A-3 Prepare Hardscape Improvement Plans	1	2	6		12		1								1,434.34
A-4 Perform Supplemental Topographic Survey					2	6	1								2,101.19
A-5 Prepare Engineers Estimate			2	4											214.22
A-6 Project Coordination (1 meetings and 1 teleconference)		2	5												554.48
A-7 Administration							2								835.54
															120.48
															0.00
															0.00
															0.00
Total Hours	76	3	8	21	4	28	6	6	0	0					0.00
Hourly Rates		\$71.44	\$64.47	\$40.87	\$34.86	\$30.71	\$37.00	\$24.03	\$19.23	\$43.36					
Subtotal	\$2,953.85	\$214.32	\$515.76	\$858.27	\$139.44	\$859.88	\$222.00	\$144.18	\$0.00	\$0.00					6,848.56
Direct Labor	\$2,953.85	Subconsultants					Rebillables								
Overhead 1.2790	\$3,778.06						Mileage								
Subtotal	\$6,731.91						Miles at \$0.520					\$0.00			
Profit 10%	\$673.19						Delivery					\$200.00			
CK Group Subtotal	\$7,405.10						Deliveries at \$30.000					\$0.00			
Subconsultants	\$0.00						Printing & Misc					\$25.00			
Rebillables	\$225.00						1 Lump Sum at \$25.000					\$25.00			
Total	\$7,630.10	Total					Total					\$225.00			

INTERSECTION CONFIGURATION ASSESSMENT STUDY

Avenue of the Fountains at La Montana Drive

Prepared for:



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

Prepared by:



16448 N. 40th Street, Suite A
Phoenix, AZ 85032
602.482.5884

October 2017



3.0 ASSESSMENT OF FUTURE CONDITIONS

3.1 Traffic Volume Forecasts

Future year 2040 volume projections for the Town were obtained from the Maricopa Association of Governments (MAG) travel demand model. The Annual Average Daily Traffic (AADT) projections obtained from MAG are included in **Appendix E**. Existing year traffic volumes were obtained from MAG for the project intersection and corridors. The future MAG traffic volumes were compared to the existing MAG traffic volumes to estimate the anticipated growth rate for the Town between current- and 2040-year conditions.

A growth rate of approximately 9% was obtained. The growth rate was applied to the existing turning movement counts at the project intersections to determine projected 2040 peak-hour turning movement counts.

It should be noted that the nearby properties are currently undeveloped but planned to be soon developed more intensely than existing properties in that area (commercial vs. multifamily) with more floors, the intersection could experience moderately higher traffic growth sooner.

Figure 4 (below) shows the projected 2040 turning movement volumes for the project intersections.

3.2 Traffic Signal Warrant Analysis

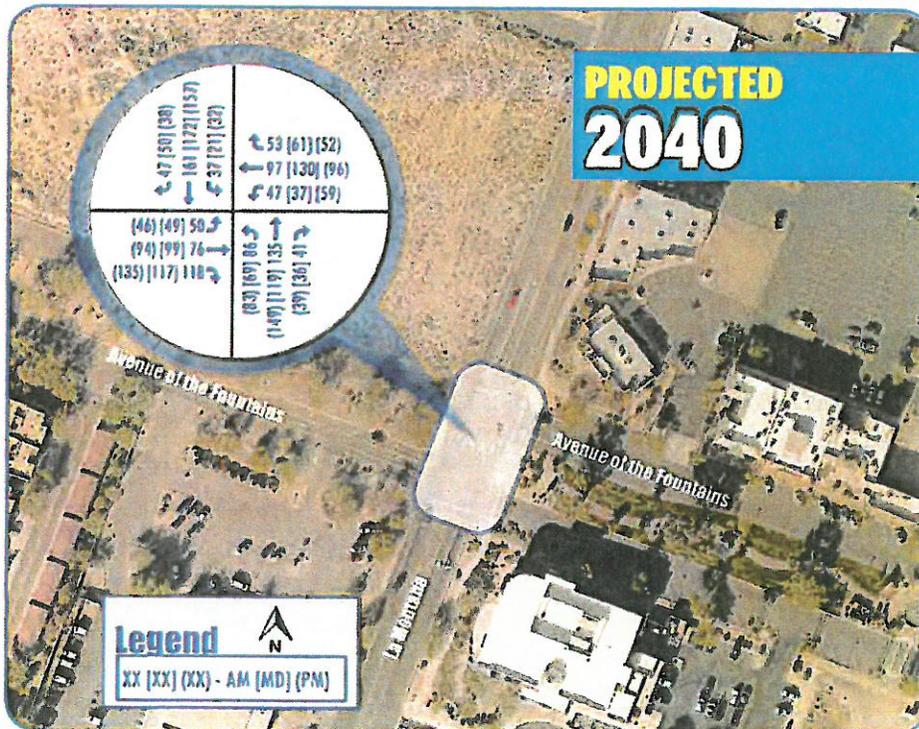
A signal warrant analysis was performed using the volumes shown in **Figure 4** (below). The results of the analysis indicate that warrants for a signal will not be met for Year 2040 conditions.

3.3 Roundabout Analysis

CK researched other cities and towns in the state of Arizona and beyond to assess various ways traffic can be controlled at locations similar to the project intersection. The preferential use of roundabouts was observed as one of the top considerations. Locations observed include several intersections in the La Jolla community in San Diego, California; several intersections in the City of Carmel, Indiana; and several locations in the state of Washington. As part of this effort, CK also reviewed a prior Roundabout Feasibility Study prepared for the project intersection. Installing a roundabout at the project intersection was further reviewed due to the potential benefits of a roundabout over other modes of traffic control.

According to studies done by others, including the FHWA and the Insurance Institute for Highway Safety, roundabouts demonstrate the following

FIGURE 4: PROJECTED YEAR 2040 TURNING MOVEMENT VOLUMES





benefits over the traditional stop sign or signal controlled intersections:

- 75% reduction in injury collisions
- 90% reduction in fatality collisions
- 37% reduction in overall collisions
- 40% reduction in pedestrian collisions
- Encourages low travel speeds through the intersection
- Reduction in travel delay
- Improves traffic flow

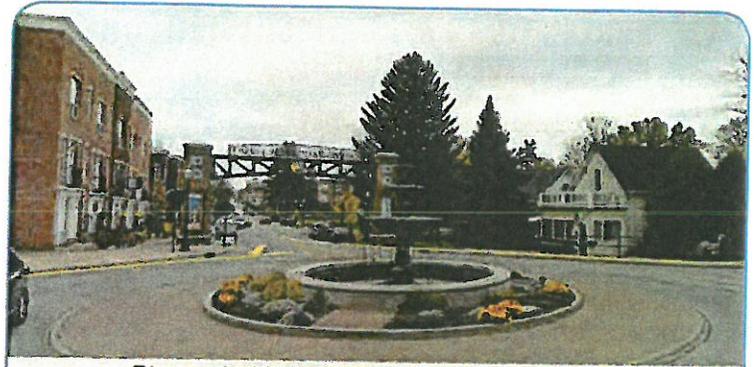
In addition to the benefits highlighted, roundabouts offer the opportunity to create an aesthetically pleasing gateway at major intersections in a community. Several municipalities both within the state and in the country have used roundabouts at intersections of significance.

The Pictures 1-4 (right) show some of the locations we looked at as part of this analysis.

The City of Scottsdale currently has several roundabouts and smaller traffic circles within its jurisdiction. Other metro agencies including both Phoenix and ADOT have installed a number of roundabouts.

A roundabout analysis was performed to determine lane requirements if a roundabout is installed for traffic control at this intersection. The roundabout lane determination analysis was based on methodologies specified in NCHRP Report 672, Roundabouts: An Informational Guide, 2nd Edition (Guide).

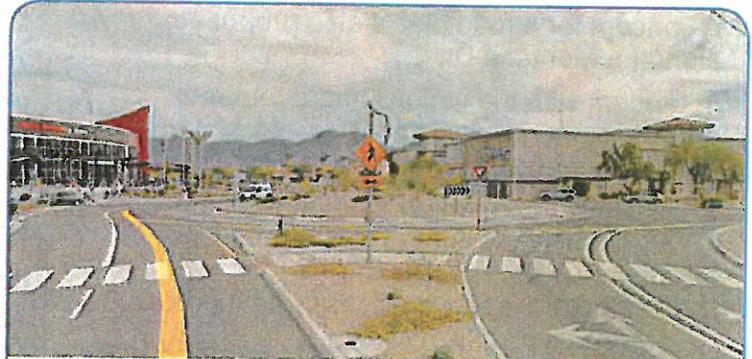
According to Exhibits 3-14 of the Guide, a single-lane entry is sufficient for an entry volume range of 0 to 1,000 veh./hour. The entry volumes to the project intersection from each direction during the peak hours are less than 300 veh./hour for existing, as well as future year 2040 conditions, which indicates a single-lane roundabout will be sufficient at this location. This observation is in line with the observations made in the prior Roundabout Feasibility Study performed at the project intersection.



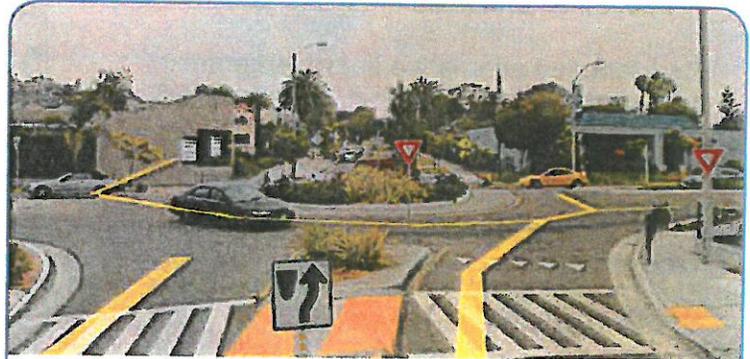
Picture 1: 4th Ave W and Main St, Carmel, IN
(Courtesy - Google Earth)



Picture 2: La Jolla Blvd & Bird Rock Ave, San Diego, CA
(Courtesy - Google Earth)



Picture 3: Hayden Rd and Northsight Blvd, Scottsdale, AZ
(Courtesy - Google Earth)



Picture 4: La Jolla Blvd & Forward St, San Diego, CA
(Courtesy - Google Earth)



4.0 SCHEMATICS - RECONFIGURATION ALTERNATIVES

Several other alternatives to enhance traffic and safety operations were developed based on the review of the intersection. The potential improvements included implementing signing and striping modifications, as well as geometric improvements at the intersection. The potential improvements concepts have been developed with the goal of minimizing removal of existing improvements at the intersection.

The proposed improvement alternatives include:

1. Tightening the intersection to reduce the distance between the approaches
2. Converting the intersection into an oval roundabout configuration
3. Implementing a Michigan left-turn concept
4. One-way signing
5. No action

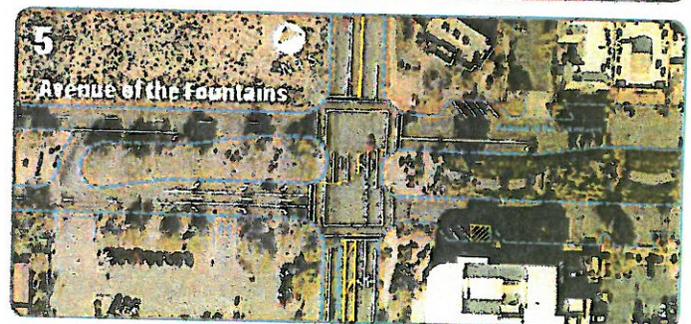
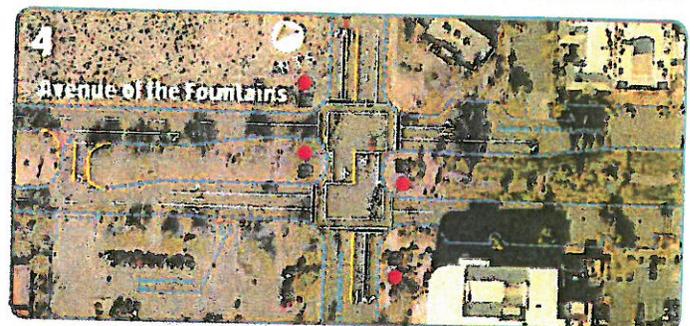
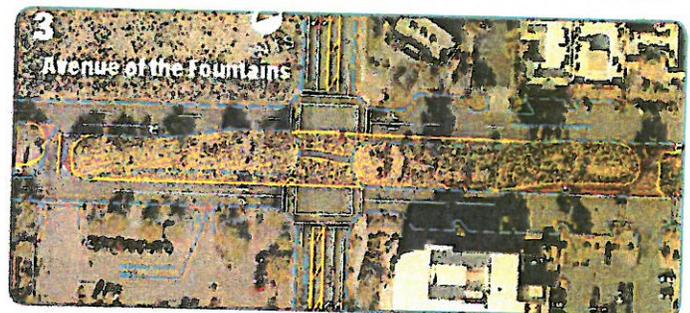
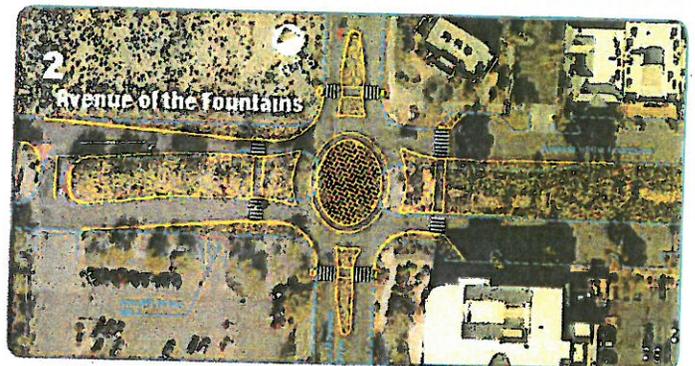
A concept for a road diet is also proposed along La Montana Dr.

In tandem with the various improvements proposed, the following are recommendations:

1. Improve the roadway median opening at the westerly access to the post office into a full access opening
2. Restrict the easterly access into the post office to exit only
3. Relocate the mail drop off box location from adjacent to La Montana Dr into the post office and adjacent to AOTF

The proposed alternative improvements are shown and presented in **Concepts 1-5** (right) and are discussed in detail on the following pages. They are also included as **Appendix F**. The details include key pros and cons of proposed alternative improvements, as well as scale of cost.

CONCEPTS 1-5





4.2 Concept 2 – Install An Oval Roundabout

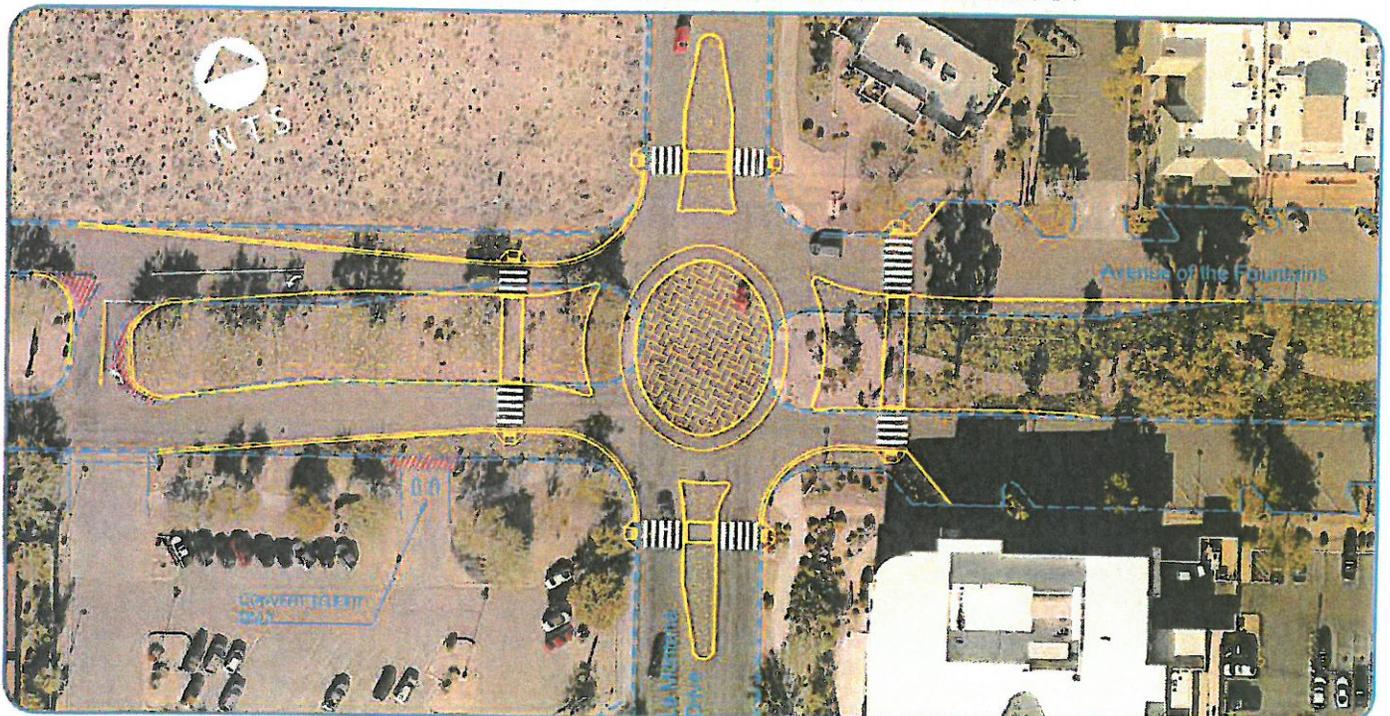
As discussed above, use of roundabouts to control traffic operation can be an efficient way to improve traffic operations at locations such as the project intersection. Installation of a roundabout will utilize the existing wide layout of the intersection without need for additional right-of-way, while

minimizing impacts to existing landscape features at the intersection. To minimize impact to existing median noses on AOTF, the roundabout has been modified as an elliptical roundabout.

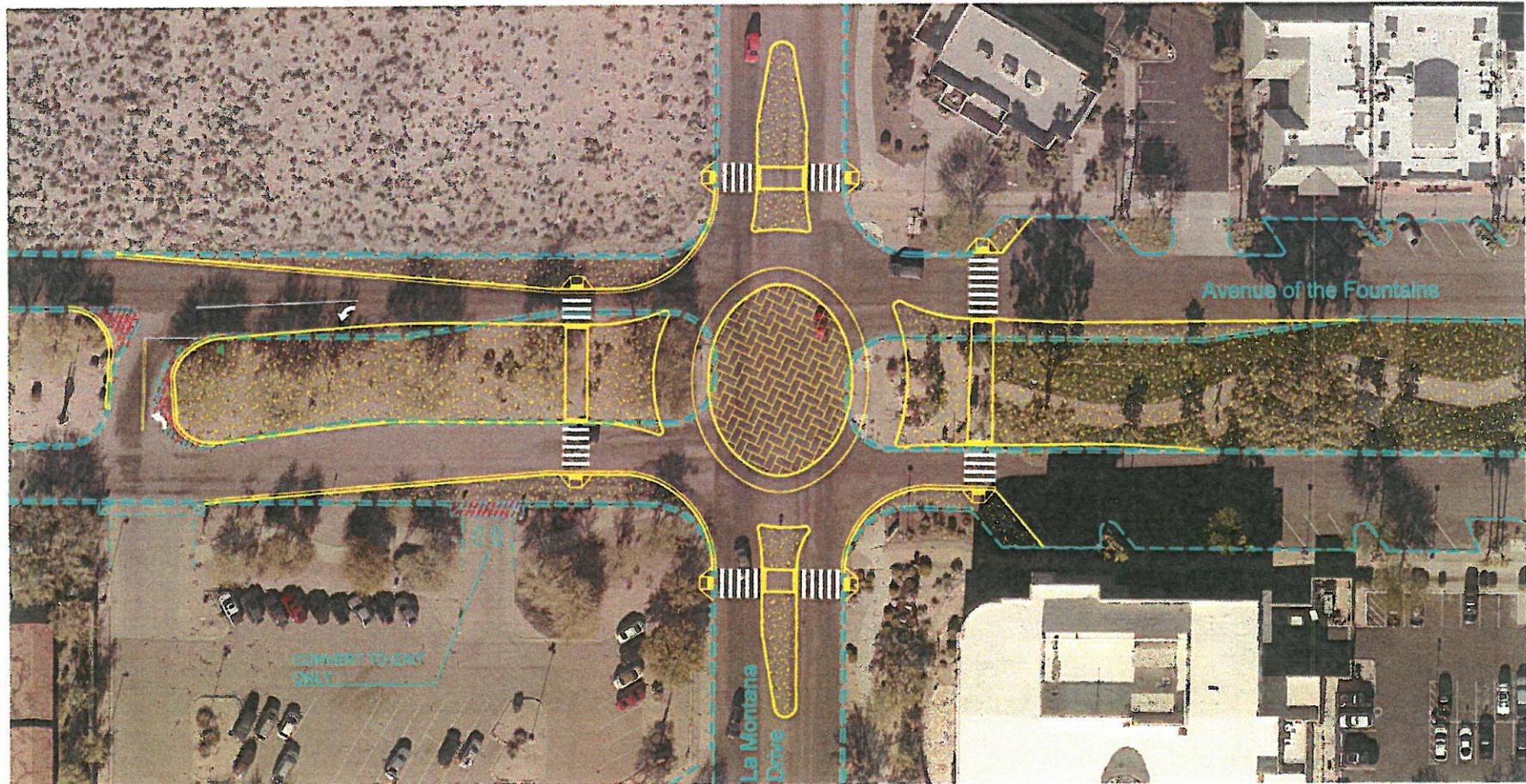
Table 5 (below) lists the pros and cons and Figure 6 (below) illustrates this concept.

TABLE 5 CONCEPT 2: PROS & CONS	
PROS	CONS
<ol style="list-style-type: none"> 1. Eliminates left-turn conflicts 2. Reduced traffic speeds at the intersection 3. Provides opportunity for scenic or artist features at roundabout 4. Provides opportunities to maintain existing parking along AOTF 5. Ideal for the traffic volume experienced at intersection 6. No right-of-way requirements 7. Somewhat discourages NB-WB cut-through traffic. 	<ol style="list-style-type: none"> 1. Major geometric improvements required 2. Introduces a new means of traffic control 3. Retains wide intersection footprints. 4. High cost 5. Potential initial driver confusion (first Town roundabout) 6. Eliminates two parking spaces on AOTF and parking spaces on the north departure leg of La Montana 7. Pedestrian crossings at roundabouts are farther from the intersection (potential high speeds and farther walking lengths)

FIGURE 6: CONCEPT 2 - INSTALL AN OVAL ROUNDABOUT



Concept #2



PROS:

1. Reduced traffic speeds at the intersection.
2. Improved traffic operations and left turn conflicts.
3. Provide opportunity for scenic monument.
4. Maintain existing parking spaces.
5. Discourages NB to WB cut through traffic.
6. No right of way needs

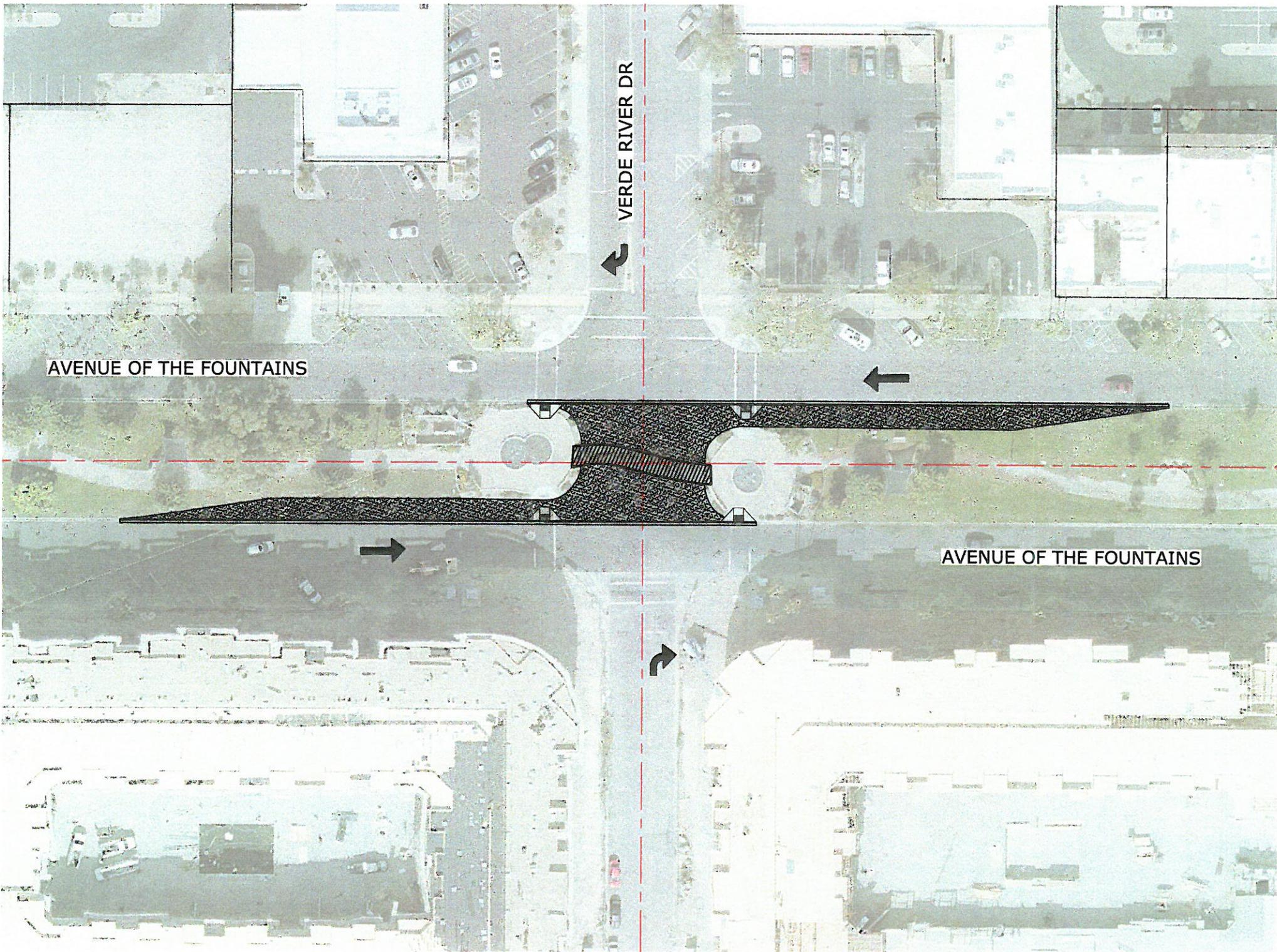
CONS:

1. Wide intersection footprint.
2. Requires geometric improvements.
3. New traffic control means.
4. Inconvenience during construction.
5. Potential initial driver confusion.
6. Loss of parking space.



TOWN OF FOUNTAIN HILLS
ARIZONA

AOTF @ LA MONTANA DRIVE
CONCEPT #2
ROUNDBOUT DESIGN



VERDE RIVER DR

AVENUE OF THE FOUNTAINS

AVENUE OF THE FOUNTAINS



CONTRACT/GRANT INFORMATION SHEET - AMENDMENT

Date: 5/22/2019			
Staff's Name: Justin Weldy		Department: Public Works	
Vendor's Name: CK Group Inc		Vendor Number:	183
Address: 16448 N. 40 th Street STE A, Phoenix, AZ 85032			
Phone: 602-482-5884			
Received W9: <input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> ALREADY IN SYSTEM			
Business License #: 6792		Exp. Date: 1/31/2019	

ACCOUNTING SUMMARY	Org	Object	Project/#	\$
Accounting Code:	CIPST	8060	S6051	\$70,013.64
Accounting Code:				
Accounting Code:				
TBD(used for variety of different things/departments/funds):	Choose an item.			

CONTRACT SUMMARY

Contract Number Assigned:	C2017-087.03		
Current Contract Total:	\$78,120.78	Total Contract Amount with Renewals: 0	\$148,134.42
Brief Description of Service:	Professional Services for the design of: (1) a roundabout at the AOTF/La Montana intersection and (2) closure of Verde River/AOTF intersection		
If Renewable:	#3	Total # of Renewals Max:	Choose an item.
FY Cumulative Vendor Totals:	Does this Contract put it over \$50,000	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Contract Beginning Date:	3/5/2019		
Contract Expiration Date:	6/4/2021		
Budgeted Expenditure:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Budget Page #:	FY 19/20; 154		
Approved by Council:	<input checked="" type="checkbox"/> Yes; Date: 6/4/2019	<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 type="checkbox"/> No	If Yes, expires Click here to enter a date.
Estimated Start Date:	6/4/2019		
Estimated Completion Date:	6/4/2021		

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:		



CONTRACT/GRANT INFORMATION SHEET - AMENDMENT

Date: 5/22/2019			
Staff's Name: Justin Weldy		Department: Public Works	
Vendor's Name: CK Group Inc		Vendor Number:	183
Address: 16448 N. 40 th Street STE A, Phoenix, AZ 85032			
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ACCOUNTING SUMMARY	Org	Object	Project/#	\$
Accounting Code:	CIPST	8060	S6051	\$70,013.64
Accounting Code:				
Accounting Code:				
TBD(used for variety of different things/departments/funds):	Choose an item.			

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Contract Beginning Date:	3/5/2019		
Contract Expiration Date:	6/4/2021		
Budgeted Expenditure:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Budget Page #:	FY 19/20; 154		
Approved by Council:	<input checked="" type="checkbox"/> Yes; Date: 6/4/2019	<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 Click here to enter a date.
Estimated Start Date:	3/5/2019		
Estimated Completion Date:	6/4/2021		

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:		



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/4/2019

Meeting Type: Regular Session

Agenda Type: Regular

Submitting Department: Administration

Staff Contact Information: Grady E. Miller, Town Manager

REQUEST TO COUNCIL (Agenda Language): DISCUSSION WITH POSSIBLE DIRECTION TO STAFF adopting Town Ordinance 19-10 to comply with recently enacted State law mandating hands-free use of cellular phones while driving.

Applicant: None

Applicant Contact Information:

Owner: N/A

Owner Contact Information:

Property Location: N/A

Related Ordinance, Policy or Guiding Principle:

Staff Summary (background): On April 17, 2018, the Town Council adopted Ordinance 18-06, amending the Fountain Hills Town Code, Chapter 12, which prohibited texting while driving within the Town of Fountain Hills. The ban only applied to written text messaging while driving rather than voice and hands-free calling.

Governor Ducey recently signed into law House Bill 2318 that imposes a ban against all use of cellular phones for drivers of vehicles except for hands-free communications. From a law enforcement standpoint, the new law goes a step further by addressing the use of cellular telephones for all types of communications rather than just prohibiting texting while driving. While the law allows similar ordinances enacted by cities and towns prior to April 22, 2019, to stay in place until January 1, 2021, it is logical to adopt Ordinance 19-10 so that there is uniformity and consistency in the enforcement of the new state law.

Ordinance 19-10 mirrors the provisions outlined in the new state law and strikes out those that were unique to Fountain Hills and no longer applicable under the new state law.

Risk Analysis (options or alternatives with implications): The new state law preempts local laws after January 1, 2021, so it is logical for the Town Council to make this change now rather than later. It also provides a level playing field and consistency for law enforcement to enforce a single law versus two or more laws.

Fiscal Impact (initial and ongoing costs; budget status): Ordinance 19-10 has no fiscal impact on the Town of Fountain Hills.

Budget Reference (page number):

Funding Source: NA

If Multiple Funds utilized, list here:

Budgeted; if No, attach Budget Adjustment Form: NA

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

Staff Recommendation(s): Staff recommends Council approval of Ordinance 19-10.

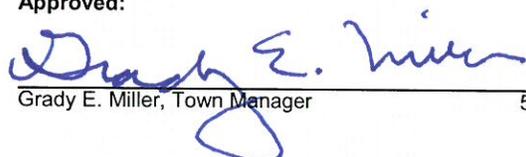
List Attachment(s): Ordinance 19-10

SUGGESTED MOTION (for Council use): Move to approve Ordinance 19-10, which conforms the Town Code of Fountain Hills to the recently enacted state law requiring drivers to use Hands-Free options when utilizing cellular telephones in vehicles.

Prepared by:

NA 5/28/2019

Approved:



Grady E. Miller, Town Manager 5/28/2019

Director's Approval:

NA 5/28/2019

ORDINANCE NO. 19-10

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, AMENDING THE TOWN OF FOUNTAIN HILLS TOWN CODE, CHAPTER 12 "TRAFFIC CONTROL," RELATING TO USE OF PORTABLE ELECTRONIC DEVICES, AND DECLARING AN EMERGENCY

RECITALS:

WHEREAS, the Mayor and the Council of the Town of Fountain Hills (the "Town Council") adopted Ordinance No. 18-06 to prohibit the use of portable electronic devices while driving in order to mitigate the threat to public safety from such conduct; and

WHEREAS, the Governor of the State of Arizona on April 22, 2019 signed and approved HB 2318, which amends Chapter 28 of ARIZ. REV. STAT. to provide for a statewide ban on use of portable wireless communication devices while driving; and

WHEREAS, HB 2318 permits Arizona municipalities with existing local ordinances to, among other things, change local ordinances to mirror the provisions of HB 2318 and continue enforcement activities until such time as the provisions of HB 2318 are fully enforced; and

WHEREAS, the Town Council desires to amend Chapter 12 of the Town Code, Section 12-2-13 "Use of Portable Electronic Device; Prohibited Conduct; Exceptions" and Section 12-2-14 "Penalties" as set forth in Exhibit A; and

WHEREAS, the Town Council has determined that the changes to the Town Code are necessary to protect the health, safety, and general welfare of the residents of Fountain Hills.

ENACTMENTS:

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

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

SECTION 2. Sections -2-13 and 12-2-14 of the Town Code are amended as set forth in Exhibit A.

SECTION 3. If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Because of the urgent need for the implementation of the Town's regulations concerning the use of portable electronic devices while driving, and the immediate operation of this Ordinance is necessary for the preservation of the health, safety, and general welfare, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and Council as required by law and is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED BY the Mayor and Council of the Town of Fountain Hills, June 4, 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, Town Attorney

EXHIBIT A
TO
ORDINANCE 19-10

[TOWN CODE SECTIONS 12-2-13 AND 12-2-14]

**Section 12-2-13 Use of Portable Wireless Communication Devices ~~Electronic Device;~~
~~Prohibited Conduct; Exceptions~~**

- A. Unless a motor vehicle is parked or stopped at a traffic light or railroad crossing pursuant to A.R.S. § 28-645(A)(3) or A.R.S. § 28-851, a person may not operate a motor vehicle on a street or highway if the person does either of the following: ~~A person shall not operate a motor vehicle or a bicycle on a street, sidewalk, or trail while using a portable electronic device to compose manually, send, or read a written message for the purpose of non-voice interpersonal communication, including but not limited to texting, emailing, and instant messaging, while the motor vehicle or bicycle is in motion.~~
1. Physically holds or supports with any part of the person's body either of the following:
 - a. A portable wireless communication device, except that a person may use a portable wireless communication device with an earpiece, headphone device or device worn on a wrist to conduct a voice-based communication.
 - b. A stand-alone electronic device.
 2. Writes, sends or reads any text-based communication, including a text message, instant message, e-mail or internet data, on a portable wireless communication device or stand-alone electronic device. This paragraph does not apply to either of the following:
 - a. The use of voice-based communications, including through the use of a portable wireless communication device or stand-alone electronic device, to direct the writing, sending, reading or other communicating of any text-based communication.
 - b. The use of a portable wireless communication device or stand-alone device when used in a hands-free manner for:
 - i. Navigation of the motor vehicle.
 - ii. Use of a global positioning system.
 - iii. Obtaining motor vehicle information or information related to driving a motor vehicle.

- B. This section does not prohibit the operation of a motor vehicle while using a device, including a device that is accessible through an interface that is embedded in a motor vehicle, that allows communication without the use of either of the driver's hands, except to activate or deactivate a function of the device. Definitions:
1. ~~“Hands-free use” means the use of a portable electronic device without the use of either hand by employing an internal feature of, or an attachment to, the device.~~
 2. ~~“Portable electronic device” means a wireless communication device that is designed to engage in calls; and/or receive and transmit text, images, and/or data; but excludes devices that are physically or electronically integrated into a motor vehicle and are operated hands-free so that the user composes, sends, accesses, communicates, or receives messages or data without the use of a hand except to activate, deactivate or initiate the hands-free use.~~
 3. ~~“Operating” being in actual physical control of a motor vehicle or bicycle on a street, sidewalk, or trail and includes being temporarily stopped because of traffic, a traffic light, stop sign, or otherwise, but excludes operating a motor vehicle or bicycle when pulled over to the side of the road or off an active roadway and when stopped at a location in which the motor vehicle or bicycle can safely remain stationary.~~
- C. Exceptions.—This section does not apply to: any of the following:
1. An operator of an authorized emergency, law enforcement or probation vehicle who uses a portable wireless communication device while acting in an official capacity. The use of a portable electronic device for the sole purpose of communicating with any of the following regarding an immediate emergency situation:
 - a. ~~An emergency response operator;~~
 - b. ~~An ambulance company;~~
 - c. ~~Fire department and rescue service personnel;~~
 - d. ~~Law enforcement personnel;~~
 - e. ~~A hospital; or~~
 - f. ~~A physician’s office or health clinic.~~
 2. An operator who is licensed by the federal communications commission while operating a radio frequency device other than a portable wireless communication device. The activation or deactivation of hands-free use, as long as the portable electronic device is securely configured and attached to the vehicle or integrated into the vehicle.

3. An operator who uses a two-way radio or private land mobile radio system, within the meaning of 47 Code of Federal Regulations part 90, while in the performance and scope of the operator's work-related duties and who is operating a fleet vehicle or who possesses a commercial driver license. Law enforcement and public safety personnel, and persons operating authorized emergency vehicles, using a portable electronic device while operating a vehicle in the course and scope of his or her duties.
 4. An operator who uses a portable wireless communication device either:
 - a. To report illegal activity or summon emergency help.
 - b. That was permanently or temporarily affixed to the motor vehicle to relay information in the course of the operator's occupational duties between the operator and either:
 - i. A dispatcher.
 - ii. A digital network or software application service.
- D. A person who violates this section is subject to a civil penalty as follows: Enforcement and Penalties.
1. At least \$75 but not more than \$149 for a first violation. Any peace officer may stop a motor vehicle or bicycle if the officer has reasonable cause to believe a violation of this section is occurring.
 2. At least \$150 but not more than \$250 for a second or subsequent violation. Any person who violates this section shall be guilty of a civil traffic violation and shall be fined one hundred dollars (\$100.00) plus court assessments for the first offense, two hundred fifty dollars (\$250.00) plus court assessments for a second offense, and five hundred dollars (\$500.00) plus court assessments for any subsequent offense within a twenty-four (24) month period.
 3. ~~Aggravated. A person commits aggravated use of a portable electronic device when he or she violates subsection (A) and in committing the violation he or she was involved in a motor vehicle or bicycle accident that results in great bodily harm, permanent disability, disfigurement, or death to another and the violation was the proximate cause of the injury or death. Any person who commits aggravated use of a portable electronic device shall be guilty of a Class 1 misdemeanor.~~
- E. A peace officer who stops a motor vehicle for an alleged violation of this section may not take possession of or otherwise inspect a portable wireless communication device in the possession of the operator unless otherwise authorized by law.
- F. For purposes of this section:
1. Portable wireless communication device”:

- a. Means a cellular telephone, a portable telephone, a text-messaging device, a personal digital assistant, a stand-alone computer, a global positioning system receiver or a substantially similar portable wireless device that is used to initiate or receive communication, information or data.
 - b. Does not include a radio, citizens band radio, citizens band radio hybrid, commercial two-way radio communication device or its functional equivalent, subscription-based emergency communication device, prescribed medical device, amateur or ham radio device or in-vehicle security, navigation or remote diagnostics system.
2. “Stand-alone electronic device” means a portable device other than a portable wireless communication device that stores audio or video data files to be retrieved on demand by a user.”
- G. Pursuant to A.R.S. § 28-914(H), this section is void and shall be of no force or effect on and after January 1, 2021.

Section 12-2-14 Penalties

Except as otherwise provided herein, violations of this article shall be punishable as set forth in Chapter 1, Article 1-8, Section 1-8-2, Subsection B, of this code.



TOWN OF FOUNTAIN HILLS

TOWN COUNCIL AGENDA ACTION FORM

Meeting Date: 6/4/2019

Meeting Type: Regular Session

Agenda Type: Regular

Submitting Department: Administration

Staff Contact Information: Grady E. Miller, Town Manager

REQUEST TO COUNCIL (Agenda Language): DISCUSSION WITH POSSIBLE DIRECTION TO STAFF adopting Resolution 2019-35 approving the First Amendment to the Intergovernmental Agreement with Maricopa County for law enforcement services.

Applicant: None

Applicant Contact Information:

Owner: N/A

Owner Contact Information:

Property Location:

Related Ordinance, Policy or Guiding Principle:

Staff Summary (background): For several years, the Town of Fountain Hills has contracted with the Maricopa County Sheriff's Office (MCSO) to provide law enforcement services to the community. In February of each year, MCSO notifies contract cities and towns about the fees the agency will charge in the next fiscal year for law enforcement services. After fully evaluating the administrative overhead costs relating to law enforcement services, the Sheriff's Office identified the need to charge contract cities and towns for a variety of administrative support services that relating to the law enforcement services provided to contract cities and towns. The agency specifically determined that the cost of law enforcement services currently outlined in the intergovernmental agreement was not recovering the cost of human resources, budget and finance, risk management, information services, and other administrative functions necessary to support law enforcement services. As a result, MCSO has decided to begin assessing a three percent fee to all of the contract cities and towns in order to recover the cost of administrative services that support law enforcement services in those communities. This is in addition to the approximately \$584,769 increase (11 percent increase) the Town of Fountain Hills will experience in FY 2019-20 which is based on the previous 12 months of actual law enforcement costs.

The impact of the three percent increase to Fountain Hills in FY 19-20 is \$136,185. In order to implement the new fee, which is not part of the existing agreement, it is necessary for the Town Council to adopt a resolution that approves an amendment to the current intergovernmental agreement with Maricopa County.

Risk Analysis (options or alternatives with implications): Since Maricopa County Sheriff's Office currently is the only provider of law enforcement services for the Town of Fountain Hills, there are few alternatives for consideration at this point. The Town could consider reducing service levels by \$136,185 to minimize the impact of the fees on town or it could pay the \$136,185 and not reduce the service levels. Due to the negative impact that reducing service levels would have on the community, it is not recommended as an option.

Fiscal Impact (initial and ongoing costs; budget status): The fiscal impact of the amendment to the existing intergovernmental agreement is \$136,185 annually.

Budget Reference (page number):

Funding Source: NA

If Multiple Funds utilized, list here:

Budgeted; if No, attach Budget Adjustment Form: NA

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

Staff Recommendation(s): Staff recommends Council adoption of Resolution 2019-35 approving the First Amendment to the Intergovernmental Agreement with Maricopa County.

List Attachment(s): Resolution 2019-35 and the First Amendment to the Intergovernmental Agreement with Maricopa County.

SUGGESTED MOTION (for Council use): Move to adopt Resolution 2019-35 approving the First Amendment to the Intergovernmental Agreement with Maricopa County for law enforcement services.

Prepared by:

NA 5/28/2019

Approved:



Grady E. Miller, Town Manager 5/28/2019

Director's Approval:

NA 5/28/2019

RESOLUTION NO. 2019-35

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF
FOUNTAIN HILLS, ARIZONA, APPROVING THE FIRST
AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
WITH MARICOPA COUNTY, ARIZONA, FOR LAW
ENFORCEMENT SERVICES.**

ENACTMENTS:

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

SECTION 1. Amendment 1 to the Agreement for Law Enforcement Services between the Town of Fountain Hills and Maricopa County for law enforcement services (the "Amendment") is hereby approved in substantially the form attached hereto as Exhibit A.

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

PASSED AND ADOPTED by the Mayor and Council of the Fountain Hills, Maricopa County, Arizona, this 4th day of June, 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, Town Attorney

RESOLUTION NO. 2019-35

EXHIBIT A
TO
RESOLUTION NO. 2019-35

[AMENDMENT 1]

See following pages.

Amendment 1

to

AGREEMENT FOR LAW ENFORCEMENT SERVICES

BETWEEN THE TOWN OF

FOUNTAIN HILLS

AND

MARICOPA COUNTY

on behalf of the Sheriff's Office

C-50-12-084-3-00

C-50-12-084-3-01

**Term: July 1, 2012 through June 30, 2017
with up to five (5) Successive One-Year Automatic Renewals**

Amendment Effective July 1, 2019

RESOLUTION NO. 2019-35

Amendment 1 to Agreement for Law Enforcement Service
between the Town of Fountain Hills
and Maricopa County on behalf of the Sheriff's Office
C-50-12-084-3-01

This Amendment to the Agreement between the Town of Fountain Hills ("Town") and Maricopa County ("County") on behalf of the Sheriff's Office shall be effective on July 1, 2019 and upon approval of the Maricopa County Board of Supervisors and the Town of Fountain Hills.

Recitals

The County acting on behalf of the Sheriff's Office and the Town entered into an Agreement for Law Enforcement Services (the "Initial Agreement"), executed August 6, 2012 (C-50-12-084-3-00).

Amendment #1 is presented to amend Section III, Reimbursement Costs and Charges, to coincide with changes to Worksheet Exhibit A to be effective with FY 2020.

The parties agree to change the Initial Agreement as follows, all other terms and conditions of the Initial Agreement remain in place.

Amendment

- 1) Section III(A)(1) is amended to add a subsection (a) below:
 - a. Worksheet Exhibit A is amended effective July 1, 2019 and is attached hereto for reference.
- 2) Section III(B)(1)(a) is amended to replace the FTE Staffing Requirements table with the one below that shows the number of Deputy FTE to 1 Sergeant as 8 (previously 9).

FTE Staffing Requirements			
5.00	Deputies	1	Beat
0.50	Detectives	1	Beat
1.00	Sergeant for	8	Deputies
1.00	Lieutenant for	18	Deputies
1.00	Captain for	30	Deputies
0.14	Clerical for	1	Beat

- 3) Section III(B)(2) is amended to add a subsection (a) below:
 - a. Ammunition charges consist of actual costs from the four (4) previous fiscal years for ammunition averaged and then apportioned by sworn FTE.
- 4) Section III(B)(6), Indirect Cost Recovery, is replaced in its entirety with the following:

A 3% administrative service charge will be applied to operating costs, excluding one-time items, beginning July 1, 2019 and each year thereafter. This percent may only be changed via amendment and takes effect at the start of a new fiscal year.

RESOLUTION NO. 2019-35

Worksheet Exhibit A.

Town of Fountain Hills
 Maricopa County Sheriff's Office
 Law Enforcement Reimbursement Costs and Charges
 FY2020
 (July 1, 2019 through June 30, 2020)

BEATS **3.80**

Total Contract Costs	Operating	\$4,539,514.99
	3% Indirect	136,185.45
	One Time	0.00
	\$4,675,700.44	

Part 1. Personnel Services **\$4,067,746.97**

Annual Hours Budgeted 2088

Position	FTE	FY 2020 Average Hourly Base Pay	FY 2020 Hourly Variable Benefits Rate Charge	FY 2020 Hourly Average Base Plus Variable Benefits	FY 2020 Fixed Benefit	Annualized FY 2020
Patrol Beat Deputies	19.00	\$30.15	65.34%	\$49.85	\$11,856.00	\$2,202,945.10
Detectives	2.55	\$30.99	65.34%	\$51.24	\$11,856.00	\$303,074.91
Sergeants	3.00	\$39.79	65.34%	\$65.78	\$11,856.00	\$447,617.17
Lieutenants	1.25	\$50.18	65.34%	\$82.96	\$11,856.00	\$231,353.14
Captain	0.75	\$61.76	65.34%	\$102.11	\$11,856.00	\$169,168.97
School Resource Officer	1.00	\$30.15	65.34%	\$49.85	\$11,856.00	\$115,944.48
Clerical/Administrative Assistant	1.00	\$16.90	19.45%	\$20.19	\$11,856.00	\$54,017.47
Worker's Comp	28.55	\$ 473.57	(Fund-Wide Allocation per FTE)			\$13,521.32
Unemployment	28.55	\$ 18.36	(Fund-Wide Allocation per FTE)			\$524.11
Dispatch	1.92	(FTE is a total cost equivalent not to be used in other calculations.)				\$132,363.53
Sub Total Salary and Benefits						\$3,670,530.20

Staffing Allocation Factor	FTE Staffing Requirements
24 hour / 7 day post	5.00 FTE 5.00 Patrol Deputies
8 hour / 7 day post	1.67 FTE 0.50 Detectives
8 hour / 5 day post	1.19 FTE 1.00 Sergeant for 1.00 Lieutenant for 1.00 Captain for 0.14 Clerical for
	1 Beat 1 Beat 8 Deputies 18 Deputies 30 Deputies 1 Beat

Special Pay (Deputies/Detectives/Sgts.)	FTEs	Rate Per FTE	Cost	Includes 65.34% Variable Benefits
Overtime	25.55	12,708.43	\$ 324,700.47	
Shift Differential	25.55	1,058.80	\$ 27,052.38	
Regular Over Budget	25.55	1,779.41	\$ 45,463.93	
			\$ 397,216.77	
Sub Total Special Pay				\$ 397,216.77

Part 2. Supplies and Rent **\$42,612.01**

Total Applicable FTE's	28.55	FTE total minus Dispatch		
Supply Cost	408.62	Per applicable FTE		11,666.69
Ammunition	323.17	Per Sworn FTE	27.55	8,903.99
Uniform Allowance	800.00	Per Sworn FTE	27.55	22,041.33
Sub Total Supplies				42,612.01

RESOLUTION NO. 2019-35

Worksheet Exhibit A.

Town of Fountain Hills
 Maricopa County Sheriff's Office
 Law Enforcement Reimbursement Costs and Charges
 FY2020
 (July 1, 2019 through June 30, 2020)

Part 3. Communications and Information Technology (IT)				\$147,258.87
Sworn FTEs	27.55			
Information System Service	99,043	Annual Cost		99,042.62
Monthly Radio Charges Vehicles	43.22	Per Month (12); 2 per Vehicle	Vehicles 15	\$15,559.20
Monthly Radio Charges Sworn	43.22	Per Month (12) per Sworn FTE		\$14,289.40
MDC Charges	41.36	Per Month (12) per Sworn FTE		\$13,674.44
I-Phone Monthly Charges	51.79	Per Month (12) per Device	Devices 7.55	\$4,693.21
Sub Total Communications and IT				147,258.87

Part 4. Vehicles and Equipment				281,897.13
Vehicle Cost with Warranty	\$ 45,052	Vehicle life 125,000 miles (combined average)		
Equipment Costs (Lights; Push Bar; Etc.)	\$ 17,345	Equipment life 343,750		
Crown Vic patrol vehicles	Per Mile Rate	Annual Miles	Costs	
Mileage Rate	\$0.388	352,868	\$136,912.78	\$136,912.78
Vehicle Depreciation	\$0.360	352,868	\$127,179.27	\$127,179.27
Equipment Depreciation	\$0.050	352,868	\$17,805.08	\$17,805.08
Sub Total Vehicles and Equipment				\$281,897.13

Part 5. One-Time Costs
 This section is reserved for cost reimbursement of replacement or new equipment items that have been identified as necessary for Law Enforcement Service delivery that are not otherwise funded in the Sheriff's operational budget. (Requires amendment.)

Part 6. Indirect Cost Recovery
 Indirect costs are recovered at 3%.

\$136,185.45