



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Meeting Notice and Agenda

Town Council

Mayor Mark Stanton
Vice Mayor Ellen Andeen-Keller
Councilmember Christine Labelle
Councilmember Karen Liepmann
Councilmember Scott Moore
Councilmember Julie Pace
Councilmember Anna Thomasson

Thursday, June 12, 2025

3:00 PM

Council Chambers

1. CALL TO ORDER / ROLL CALL

Notice is hereby given that members of the Town Council will attend either in person or by electronic conference system, pursuant to A.R.S. §38-431(4).

2. EXECUTIVE SESSION

25-155

Discussion or consultation with the Town Attorney, as authorized by A.R.S. §38-431.03(A)(4), in order to consider the Town's position and instruct legal counsel regarding the contract between the Town of Paradise Valley and the United States Postal Service; and discussion or consultation with the Town Attorney, as authorized by A.R.S. §38-431.03(A)(3) for legal advice.

25-145

The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03(A)(3).

3. STUDY SESSION ITEMS - IMMEDIATELY FOLLOWING THE EXECUTIVE SESSION

The Study Session is open to the public for viewing, and the following items are scheduled for discussion among the Council, Staff, and their designees. The Town Council will be briefed by staff and other Town representatives. There will be no votes and no final action taken on discussion items. The Council may give direction to staff and request that items be scheduled for consideration and final action at a later date. The order of discussion items and the estimated time scheduled to hear each item are subject to change.

25-152

Legislative Update and Status of Bills of Interest to the Town

Staff Contact:

Andrew B. Ching, 480-348-3690

[25-135](#) **Discussion of Rose Lane SRP Underground Utility Conversion District**

Staff Contact: Chad Weaver, 480-348-3522

[25-166](#) **Discussion and Possible Direction to Staff Regarding Ordinance 2025-03, Amending Chapter 2, Article 2-2, Section 2-2-2 of the Town Code Relating to the Annual Process for Selection of the Vice Mayor**

Staff Contact: Andrew J. McGuire, 480-348-3691

[25-162](#) **Discussion of the Status of the Municipal Property Corporation**

Staff Contact: Duncan Miller, 480-348-3610

4. BREAK

5. RECONVENE FOR REGULAR MEETING 6:00 PM**6. ROLL CALL****7. PLEDGE OF ALLEGIANCE*****8. PRESENTATIONS*****9. CALL TO THE PUBLIC**

Citizens may address the Council on any matter not on the agenda or any item on the Study Session (Section 3 on the agenda). In conformance with Open Meeting Laws, Council may not discuss or take action on this matter at this Council meeting, but may respond to criticism, ask that staff review a matter raised, or ask that it be placed on a future agenda. Those making comments shall limit their remarks to three (3) minutes. Please fill out a Speaker Request form prior to addressing the Council.

10. CONSENT AGENDA

All items on the Consent Agenda are considered by the Town Council to be routine and will be enacted by a single motion. There will be no separate discussion of these items. If a member of the Council or public desires discussion on any item it will be removed from the Consent Agenda and considered separately. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

[25-144](#)**Minutes of Town Council Meeting May 22, 2025****[25-147](#)****Discussion and Possible Action to Cancel the June 26, 2025 Regular Council Meeting**

Recommendation: Cancel the June 26, 2025 Regular Council meeting.

Staff Contact: Duncan Miller, 480-348-3610

[25-148](#)**Discussion and Possible Action Regarding Acceptance of Donations to the Town of Paradise Valley for Fiscal Year 2025**

Recommendation: Authorize acceptance of donations to the Town received in Fiscal Year 2025.

Staff Contact: Duncan Miller, 480-348-3610

[25-149](#)**Discussion and Possible Action Regarding Series 11 Liquor License Acquisition of Control Application Submitted by Sanctuary on Camelback Mountain Resort and Spa**

Recommendation: Forward the Sanctuary on Camelback Mountain Resort & Spa application for Acquisition of Control of a Series 11 liquor license to the Arizona Department of Liquor Licenses and Control with a recommendation for approval.

Staff Contact: Duncan Miller, 480-348-3610

[25-150](#) Discussion and Possible Action to Award Community Services Funding for Fiscal Year 2025

Recommendation: Authorize the Town Manager to execute funding agreements with the agencies listed in the staff report in the amount of \$65,000.

Staff Contact: Duncan Miller, 480-348-3610

[25-153](#) Discussion and Possible Action to Approve a Contract with Michael Baker International, Inc for Professional Services Relating to Updating the Paradise Valley Zoning Code

Recommendation: Approve the Contract CON-25-012-ENG with Michael Baker International, Inc. in the amount not-to-exceed \$129,510 for Professional Services relating to updating the Town's Zoning Code and authorize the Town Manager to execute the contract.

Staff Contact: Chad Weaver, 480-348-3522

[25-164](#) Discussion and Possible Action to Approve the Purchase of Equipment and Services Related to the Upfitting of Police Department Patrol Vehicles Budgeted in Fiscal Year 2025/2026

Recommendation: Authorize the expenditure of funds budgeted in Fiscal Year 2026 related to the upfitting of four Police Department patrol vehicles in an amount not to exceed \$105,000.

Staff Contact: Joe DiVenti, 480-348-3583

[25-157](#) Discussion and Possible Action to Adopt Resolution 2025-07 Adopting the Annual Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy for Fiscal Year 2026

Recommendation: Adopt Resolution 2025-07

Staff Contact: Leslie DeReche, 480-348-3696

[25-156](#) Discussion and Possible Action to Adopt Resolution 2025-09 Amending the Financial Management Policies

Recommendation: Adopt Resolution 2025-09.

Staff Contact: Leslie DeReche, 480-348-3696

[25-167](#) Discussion and Possible Action Regarding Resolution 2025-10, Relating to the Second Amendment to an Intergovernmental Agreement with the City of Scottsdale Regarding Scottsdale Road

Recommendation: Adopt Resolution 2025-10.

Staff Contact: Andrew McGuire, 602-257-7664

25-151**Discussion and Possible Action to Adopt Resolution 2025-11 Authorizing the Approval of a Grant Agreement with the Arizona Department of Administration for Implementation and Operation of the 9-1-1 Emergency Telecommunication System and Authorizing the Town Manager to Execute the Agreement**

Recommendation: Adopt Resolution 2025-11

Staff Contact: Freeman Carney, 480-948-7410

11. PUBLIC HEARINGS

The Town Council may hear public comments and take action on any of these items. Citizens may address the Council regarding any or all of these items. Those making comments are limited to three (3) minutes. Speakers may not yield their time to others. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

12. ACTION ITEMS

The Town Council May Take Action on This Item. Citizens may address the Council regarding any or all of these items. Those making comments are limited to three (3) minutes. Speakers may not yield their time to others. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

25-158**Discussion and Possible Action to Adopt Resolution 2025-08 Amending the Fiscal Year 2025 Budget**

Recommendation: Adopt Resolution 2025-08.

Staff Contact: Leslie DeReche, 480.348.3696

25-159**Discussion and Possible Action to Authorize the Town Manager to Execute Amendment Eight to the Professional Services Agreement with Brown and Associates for Third Party Plan Review and Inspection Services Related to Construction Activities at the Five Star Development, and Amendment Seven to the Third Party Inspection Agreement with Five Star Resort Owner, LLC and Five Star Land Owner, LLC.**

Recommendation: 1. Authorize the Town Manager to execute Amendment eight to the Professional Services Agreement with Brown and Associates for Third Party Plan Review and Inspection Services Related to Construction Activities at the Five Star Development, and

2. Authorize the Town Manager to execute Amendment seven to the agreement with Five Star Resort Owner, LLC and Five Star Land Owner, LLC for third-party inspection services.

Staff Contact: Chad Weaver, 480-348-3522

25-160 **Discussion and Possible Action to Authorize Town Manager to Execute a Linking Agreement for Cooperative Purchase with Brown & Associates Certified Inspection Services, Inc. for Third Party Plan Review and Inspection Services.**

Recommendation: Authorize the Town Manager to execute a linking agreement for Cooperative Purchase with Brown & Associates Certified Inspection Services, Inc. for Third Party Plan Review and Inspection Services in an amount not to exceed \$150,000.

Staff Contact: Chad Weaver, 480-348-3522

25-163 **Discussion and Possible Action to Approve the Purchase of Heavy Equipment Vehicles Budgeted in Fiscal Year 2025/2026**

Recommendation: Authorize the purchase of two heavy equipment vehicles in Fiscal Year 2026 in an amount not to exceed \$480,131.25.

Staff Contact: Robert Deserano 480-348-3589

25-165 **Discussion and Possible Action to Approve the Purchase of Vehicles Budgeted in Fiscal Year 2025/2026**

Recommendation: Authorize the purchase of six vehicles budgeted in Fiscal Year 2026 in an amount not to exceed \$300,000.

Staff Contact: Robert Deserano, 480-348-3589

13. FUTURE AGENDA ITEMS

The Town Council May Take Action on This Item. The Mayor or Town Manager will present the long range meeting agenda schedule and announce major topics for the following meeting. Any member of the Council may move to have the Town Manager add a new agenda item to a future agenda. Upon concurrence of four more Members, which may include the Mayor, the item shall be added to the list of future agenda items and scheduled by the Town Manager as a future agenda item within 60 days, or longer with Council approval.

25-146 **Consideration of Requests for Future Agenda Items**

Recommendation: Review the current list of pending agenda topics.

Staff Contact: Town Manager, 480-348-3690

14. MAYOR / COUNCIL / MANAGER COMMENTS

The Mayor, Council or Town Manager may provide a summary of current events. In conformance with Open Meeting Laws, Council may not have discussion or take action at this Council meeting on any matter discussed during the summary.

15. ADJOURN*AGENDA IS SUBJECT TO CHANGE*

**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.*

The Town of Paradise Valley endeavors to make all public meetings accessible to persons with disabilities. With 72 hours advance notice, special assistance can also be provided for disabled persons at public meetings. Please call 480-948-7411 (voice) or 480-483-1811 (TDD) to request accommodation to participate in the Town Council meeting.



Action Report

File #: 25-155

Discussion or consultation with the Town Attorney, as authorized by A.R.S. §38-431.03(A)(4), in order to consider the Town's position and instruct legal counsel regarding the contract between the Town of Paradise Valley and the United States Postal Service; and discussion or consultation with the Town Attorney, as authorized by A.R.S. §38-431.03(A)(3) for legal advice.



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 25-145

The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03(A)(3).



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 25-152

AGENDA TITLE:
Legislative Update and Status of Bills of Interest to the Town

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY



STAFF REPORT

TO: Mayor Stanton and Town Council Members

FROM: Andrew B. Ching, Town Manager

DATE: June 12, 2025

DEPARTMENT: Town Manager
Andrew Ching, 480.348.3533

AGENDA TITLE:
Legislative Update and Status of Bills of Interest to the Town

SUMMARY STATEMENT:

Each year the Town of Paradise Valley develops a Legislative Agenda to outline and reaffirm the Town's legislative priorities for the year. Then throughout the session Doug Cole from Highground provides updates to the Council on bills of interest to the Town. At this Study Session, Mr. Cole will provide a status report on budget negotiations, pending legislation that could impact the Town, and seek direction from the Council.

ATTACHMENT(S):

- A. Staff Report



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 25-135

AGENDA TITLE:
Discussion of Rose Lane SRP Underground Utility Conversion District

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY



STAFF REPORT

TO: Mayor Stanton and Town Council Members

FROM: Andrew Ching, Town Manager
Chad Weaver, Community Development Director
Sam Kayat, P.E., Capital Projects Manager

DATE: June 12, 2025

DEPARTMENT: Community Development
Chad Weaver, 480-348-3522

AGENDA TITLE:
SRP Underground Conversion, Rose Lane – Project Update

PURPOSE:
Project Update

SUMMARY STATEMENT:

Town Staff is updating the Council on the Rose Lane underground conversion project. The proposed utility underground conversion work is located at the Southwest corner of Rose Lane and Palo Cristi Road. This project will include:

- Removal of three utility poles, overhead electric wires, and transformers.
- Installation of new underground electric wires and conduits.

BACKGROUND:

Implemented in 1989, the SRP Municipal Aesthetics Program was designed to encourage effective partnerships with local Municipalities by offering them the opportunity to have aesthetic improvements made to existing and new SRP water and power distribution, transmission, and substation facilities.

Since the program's inception, SRP has provided funds to the municipalities to assist with the costs associated with the aesthetic improvements. The "Municipal Aesthetics Program Policies" provide for use of these funds within the framework of the Municipal Aesthetics Program as approved by SRP. The Town of Paradise Valley receives \$200,000 annually from SRP to assist with conversion projects.

As the program progressed, numerous conversion districts have been successfully completed. As of today, only four remain in the Town of Paradise Valley: Rose Lane, 40th Street, 38th Street, and Denton Lane districts.

The SRP Aesthetics funding request for this project was submitted in June 2023, initiating a process that has now reached the construction-ready phase. Below is a summary of the project timeline:

- Town/SRP design contract agreement: May 2024
- Design start: August 2024
- SRP construction contract to Town: June 2025
- Resident outreach & cost share discussions: June 2025
- Town Council contract approval: September 2025
- Expected construction start: October 2025
- Estimated construction duration: 4 to 8 weeks.

General Plan:

This project seeks to support the Town’s General Plan Scenic Environmental Design Policy CC&H 3.6 - The Town will continue to promote the undergrounding of all existing and new overhead utility lines through the combined efforts of the Town, the utility companies, Special Use Permit properties, and residents.

BUDGETARY IMPACT:

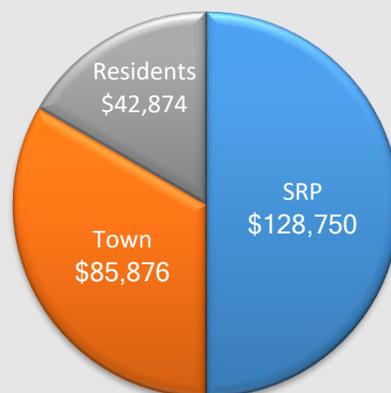
The Town’s FY26 CIP budget includes \$320,000 to complete the construction of this project.

Project Financials:

The total construction cost of this project is \$257,500. SRP aesthetic funds will cover \$128,750 and the remaining \$128,750 will be split in accordance with Town resolutions 813 and 577. This split is 66.7% Town/33.3% residents. Below is a detail of the cost share:

Project cost estimate	\$	257,500
SRP aesthetic funds used	\$	128,750
<hr/>		
Remaining balance to be split	\$	128,750
Town's share (66.7%)	\$	85,876
Residents' contribution (33.3%)	\$	42,874

Funding Source



ATTACHMENT(S):

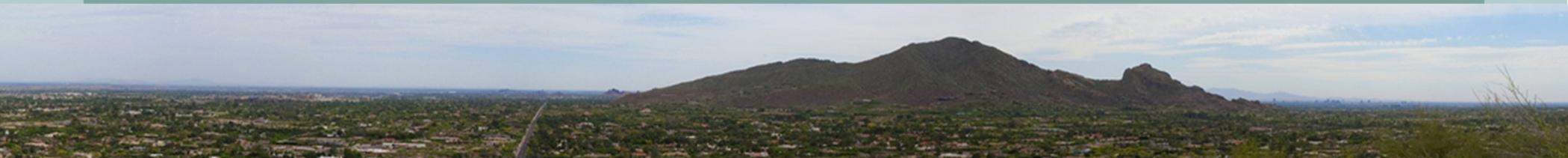
- A. Staff Report.
- B. Presentation.

TOWN OF PARADISE VALLEY

SRP UNDERGROUND CONVERSION ROSE LANE



June 12, 2025



Presentation's Overview

- SRP Municipal Aesthetics Program
- Remaining Districts
- Project Description
- Project Financials
- Project Timeline



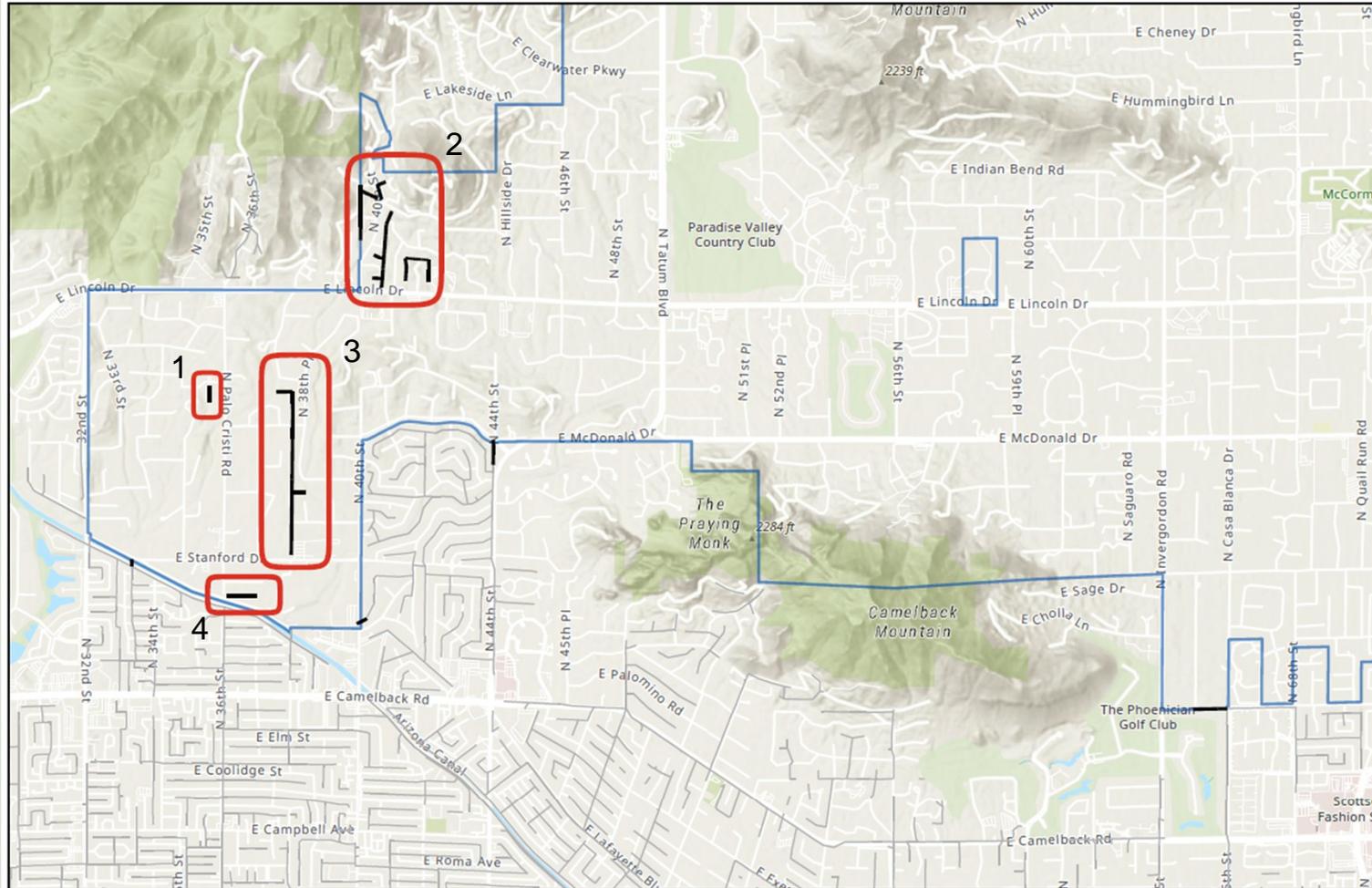
SRP Municipal Aesthetics Program

- Implemented in 1989 to encourage effective partnerships with local Municipalities
- Town of Paradise Valley receives an annual allotment of \$200,000 in SRP funding.



Remaining Districts

1. Rose Ln
2. 40th St
3. 38th St
4. Denton Ln



Legend

-  SRP Overhead Distribution in Paradise Valley (2.17 Miles)
-  SRP Overhead Distribution outside Paradise Valley
-  Town of Paradise Valley



Carto: DistributionOH_Detail from DistributionOH_TownofPV.aprx 1/11/2024

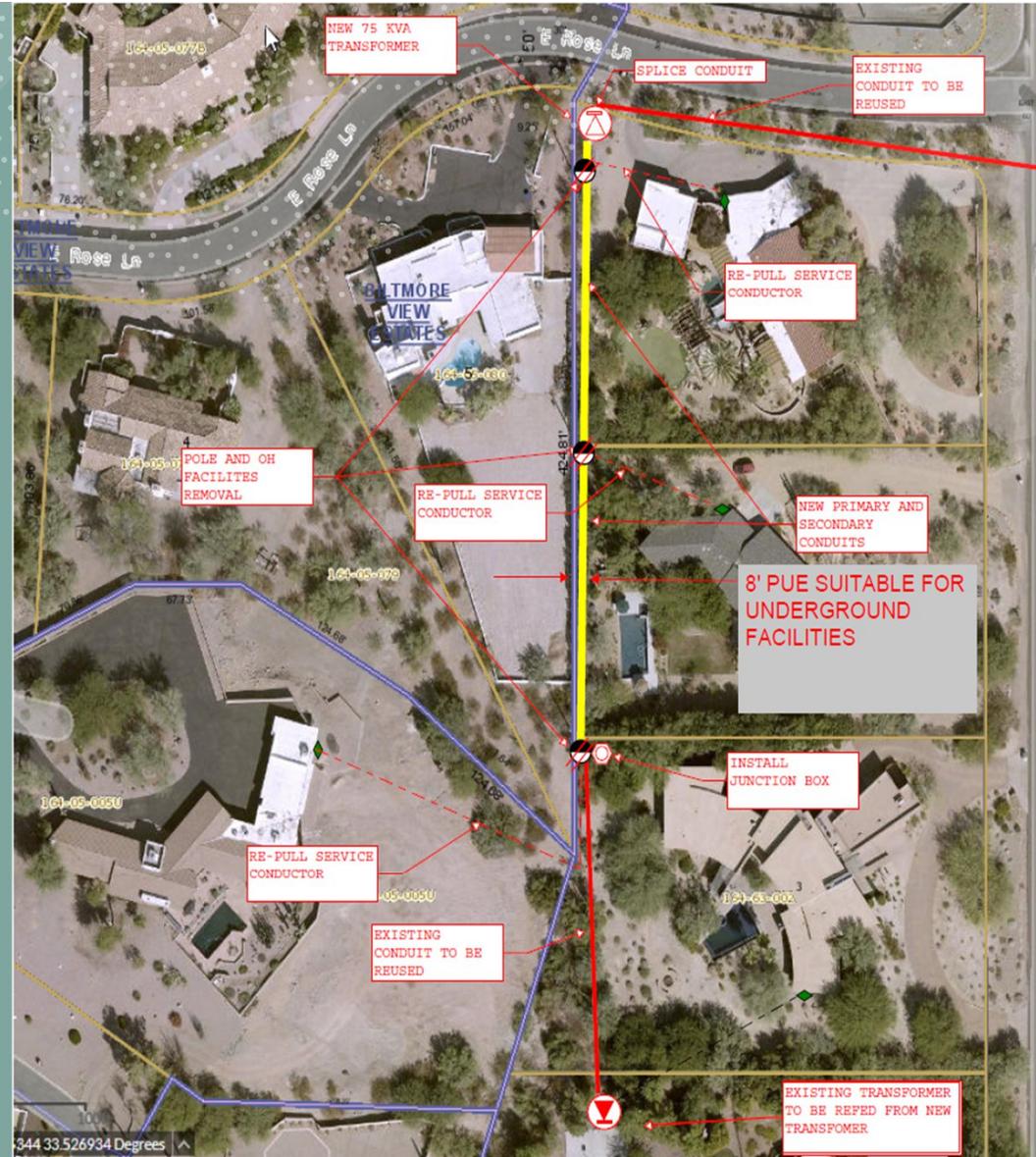


Project Description

- Southwest corner of Rose Lane and Palo Cristi Road

Includes:

- Removal of three utility poles
- Undergrounding of overhead lines & equipment.

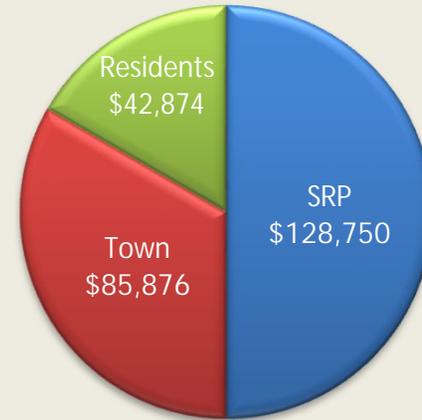


Project Financials

Project cost estimate	\$ 257,500
SRP aesthetic funds used	\$ 128,750
Remaining balance to be split	\$ 128,750
Town's share (66.7%) *	\$ 85,876
Residents' contribution (33.3%)	\$ 42,874

* Of remaining amount unpaid by SRP aesthetic funds per Town resolutions 813 and 577.

Funding Source



The Town's FY26 CIP budget includes \$320,000 to complete the construction of this project.



Project Timeline

- Town/SRP design contract agreement – May 2024.
- Design start – August 2024.
- SRP construction contract to Town – June 2025.
- Residents outreach/cost share – June 2025
- Town Council contract approval – September 2025.
- Anticipated construction Start – October 2025.
- Anticipated construction duration – 4 to 8 weeks



Thank you



Questions?



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 25-166

AGENDA TITLE:

Discussion and Possible Direction to Staff Regarding Ordinance 2025-03, Amending Chapter 2, Article 2-2, Section 2-2-2 of the Town Code Relating to the Annual Process for Selection of the Vice Mayor

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY



STAFF REPORT

TO: Mayor Stanton and Town Council Members

FROM: Andrew McGuire, Town Attorney

DATE: June 12, 2025

DEPARTMENT: Town Attorney's Office
Andrew McGuire, 602-257-7664

AGENDA TITLE:

Discussion and possible direction to staff regarding Ordinance 2025-03, amending Chapter 2, Article 2-2, Section 2-2-2 of the Town Code relating to the annual process for selection of the Vice Mayor.

RECOMMENDATION:

Authorize Ordinance No. 2025-03 for consideration for approval at the September 11, 2025, Town Council meeting.

SUMMARY STATEMENT:

The Town Code currently provides that the Mayor and Town Council, at its first meeting in January each year, will appoint a Town Council member to serve as Vice Mayor for a one-year term. Currently, the process is discretionary. Ordinance 2025-03 would modify the process to provide that the person selected to serve as Vice Mayor would be the most tenured Council Member who has not previously served as the Vice Mayor. If the most-tenured member does not wish to serve, the Vice Mayor position would be filled by the next-most-tenured Council Member who is willing to serve. In the event more than one Council Member has the same number of years served on the Town Council, the most-tenured member will be the one who received the highest number of votes for the position of Council Member, calculated at the most recent election at which that member was elected. If all Council Members have previously served, the Council Members would be eligible in the order they previously served as Vice Mayor.

BUDGETARY IMPACT:

N/A

ATTACHMENTS:

- A. Staff Report
- B. Ordinance No. 2025-03
- C. Presentation

ORDINANCE NO. 2025-03

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, AMENDING THE PARADISE VALLEY TOWN CODE CHAPTER 2 (MAYOR AND COUNCIL), ARTICLE 2-2 (MAYOR), SECTION 2-2-2, RELATING TO SELECTION OF THE VICE MAYOR; AND PROVIDING FOR SEVERABILITY.

BE IT ORDAINED by the Mayor and Town Council of the Town of Paradise Valley, as follows:

Section 1. The Town Code, Chapter 2 (Mayor and Council), Article 2-2 (Mayor), Section 2-2-2, is hereby amended as follows (new text is shown in **bold underline** and deletions are shown in ~~strikethrough~~):

Section 2-2-2 Vice Mayor

At the first regular meeting in January of each year, the **eligible Council Member, as determined by the process below,** shall ~~be~~ **designated** ~~one of its members~~ as Vice Mayor **for a one-year term,** ~~subject to a term limit of no more than 2 consecutive yearly terms for any individual member. The Vice Mayor shall perform the duties of the Mayor during his absence or disability.~~

A. The Council Member eligible to serve as Vice Mayor shall be the longest serving Council Member who (i) has not previously served as the Vice Mayor, (ii) has served at least one year as an elected Council Member, and (iii) agrees to serve.

B. If multiple Council Members meet the requirements of Subsection A above and have the same length of service on the Council, the Council Member deemed to be the longest serving member shall be determined based upon the number of votes for the position of Council Member received by each such Council Member, calculated at the most recent election when each such Council Member was elected; the Council Member with the highest number of votes shall be deemed the longest serving.

C. If all current Council Members have previously served as the Vice Mayor, Council Members shall be eligible in the order they previously served as Vice Mayor.

Section 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance, or of the amendments hereby adopted, 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 thereof.

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 ordinance.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Paradise Valley this ___ day of _____, 2025.

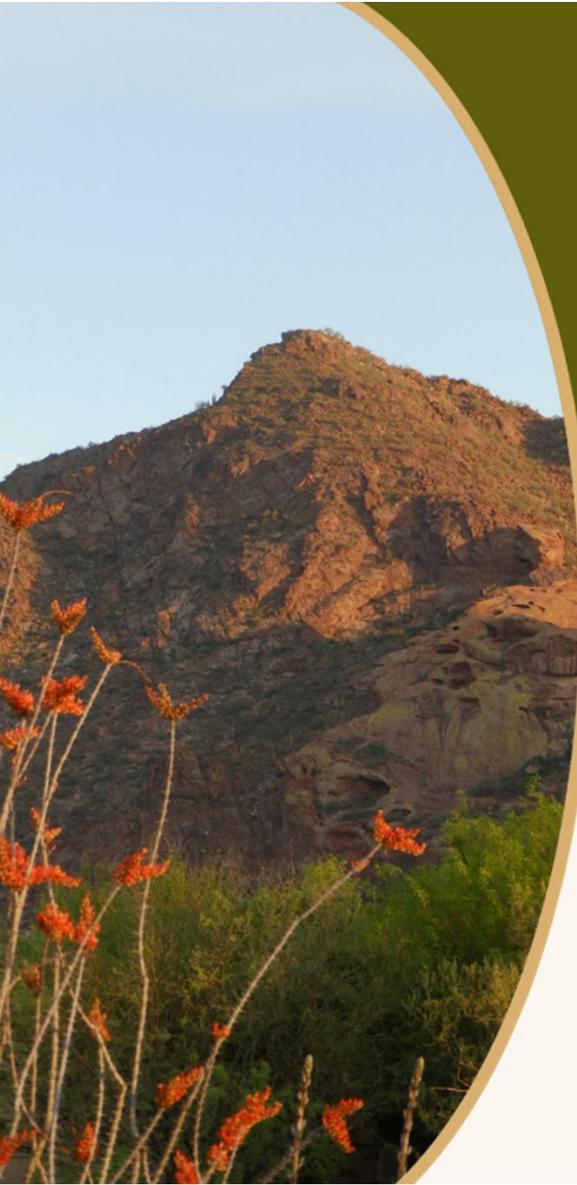
Mark Stanton, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew McGuire, Town Attorney



Town of Paradise Valley

Draft Ordinance Relating to Selection of the Vice Mayor

June 12, 2025



Purpose and Key Question

Purpose: Review second draft of Ordinance 2025-03 and provide feedback

Question: Should Ordinance 2025-03 be scheduled for consideration and action at the September 11, 2025 Council Meeting?



2



Ordinance 2025-03

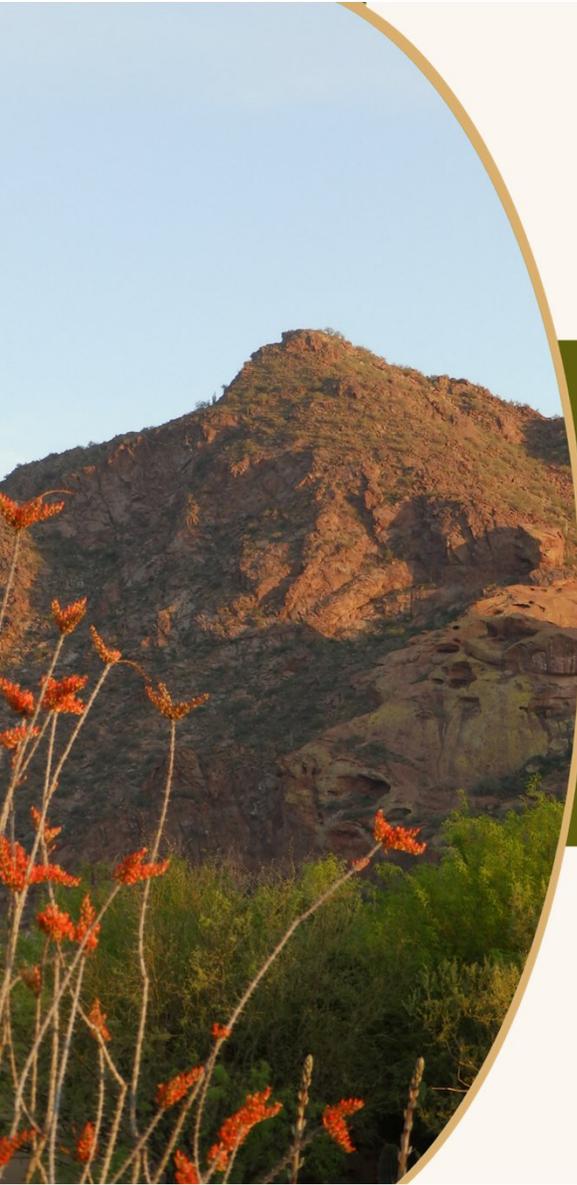
- A. The Council Member eligible to serve as Vice Mayor shall be the longest serving Council Member who (i) has not previously served as the Vice Mayor, (ii) has served at least one year as an elected Council Member, and (iii) agrees to serve.
- B. If multiple Council Members meet the requirements of Subsection A above and have the same length of service on the Council, the Council Member deemed to be the longest serving member shall be determined based upon the number of votes for the position of Council Member received by each such Council Member, calculated at the most recent election when each such Council Member was elected; the Council Member with the highest number of votes shall be deemed the longest serving.
- C. If all current Council Members have previously served as the Vice Mayor, Council Members shall be eligible in the order they previously served as Vice Mayor.



		First Elected	Previous Term as Vice Mayor	Term Ends	Rotation
Mark Stanton	Mayor	2024	NA	2026	NA
Ellen Andeen-Keller	Council	2018	2025	2026	-
Christin Labelle	Council	2022	0	2026	2026
Karen Liepmann	Council	2024	0	2028	2027
Scott Moore	Council	2016	2023	2028	-
Julie Pace	Council	2016	2020	2028	2028
Anna Thomasson	Council	2018	2022	2026	-

Sample Rotation





Questions?



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 25-162

AGENDA TITLE:
Discussion of the Status of the Municipal Property Corporation

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY



STAFF REPORT

TO: Mayor Stanton and Town Council Members

FROM: Andrew B. Ching, Town Manager
Duncan Miller, Town Clerk

DATE: June 12, 2025

DEPARTMENT: Town Manager
Duncan Miller, 480-348-3610

AGENDA TITLE:
Discussion of the Status of the Municipal Property Corporation

SUMMARY STATEMENT:

The purpose of this study session item is to provide background on the Paradise Valley Municipal Property Corporation (MPC) and seek Council direction on whether the MPC should be transitioned to an inactive status or dissolved.

BACKGROUND AND DISCUSSION:

The Town Council formed the Paradise Valley Municipal Property Corporation in 1993 to issue debt on behalf of the Town to finance capital projects such as public building construction and purchase of sanitary sewer facilities and capacity. The MPC Board is made up of five members appointed by the Mayor and Council to staggered three-year terms.

Resolution Number 786 Adopted October 14, 1993

Section 1. Approval of the Corporation and the Bonds.

The formation of the Town of Paradise Valley Municipal Property Corporation is hereby approved for the purpose of assisting the Town in its financing of capital projects and other financial endeavors, and the persons set forth in the fifth paragraph of the Corporation's Articles of Incorporation filed with the Arizona Corporation Commission on October 8, 1993, are hereby appointed to serve as the initial members of the Board of Directors of the Corporation.

The issuance, sale, delivery, and terms of the Bonds for the purposes of acquiring additional building facilities to house its police and public works departments, renovating and improving the Town's existing

municipal office facility, and paying the related costs of issuing the Bonds are hereby approved.

The MPC issued excise tax revenue bonds in 1993 and 1998 and refinanced the 1998 bonds in 2009. The Town also debt financed capital projects in 2016 and 2020 but did so through a private placement of excise tax revenue obligations instead of issuing bonds through the MPC.

Since 2009, the MPC has had essentially no business other than meeting periodically to approve the minutes of the previous meeting. Highly qualified and dedicated residents have been, and continue to be, appointed to the MPC Board but have not had an opportunity to meaningfully contribute. As such, this topic has been scheduled for Council discussion to evaluate the mission and role of the MPC and to consider its future.

OPTIONS:

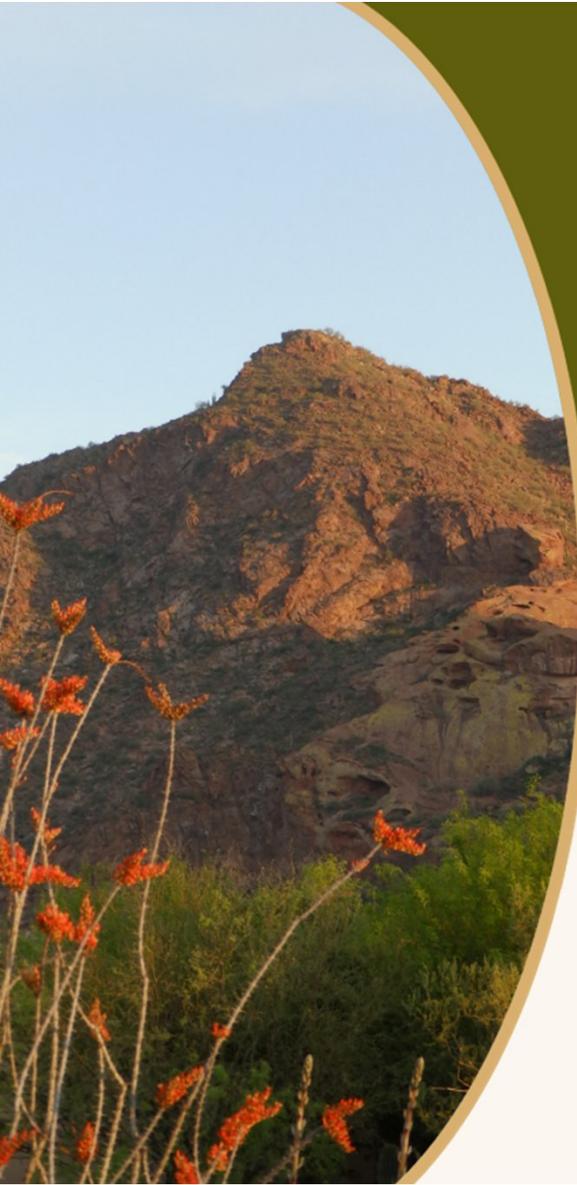
1. The Council could direct staff to dissolve the MPC. The 1993 and 1998 bonds have been paid in full, and the ground leases have expired. The MPC does not own any property or assets. The bond documents specify that the Town of Paradise Valley is the true and lawful owner of the buildings that were constructed with financing from the 1993 bonds. Dissolving the MPC would not prevent the Town from issuing bonds or obligations in the future. There are alternate methods to debt finance projects including private placement. If this option is selected, staff would bring back a resolution in the fall for Council consideration.
2. The Council could direct staff to transition the MPC to inactive status. This option would involve suspending the MPC's activities and changing its status with the Arizona Corporation Commission. Additionally, board reappointments would not be made. However, this would preserve the Council's option to quickly reactivate the MPC if a future Council chose to issue bonds through the MPC mechanism.
3. The Council could direct staff to maintain the status quo. The MPC would continue as an active committee but with no business. Two members' terms have expired and would need to be reappointed. Those reappointments were not made during this year's committee appointment process pending the outcome of this discussion. Additionally, two terms expire next year.

COUNCIL DIRECTION REQUESTED:

Should the Paradise Valley Municipal Property Corporation be inactivated or dissolved?

ATTACHMENT(S):

- A. Staff Report
- B. Presentation
- C. Resolution 786 forming the MPC



Town of Paradise Valley

Paradise Valley Municipal Property Corporation

June 12, 2025



Purpose and Key Question

Purpose: Provide background on the (MPC) and discuss its role

Question: Should the Paradise Valley MPC be inactivated or dissolved?



2



Municipal Property Corporation

- MPC formed in 1993
- Issued bonds in 1993 to finance Police Department and Public Works Buildings
- Issued bonds in 1998 to acquire sewer infrastructure and sewer capacity. Refinanced in 2009
- Five MPC Boardmembers appointed by the Mayor and Council to staggered three-year terms
- No activity since 2009

930856103

1 RETURN TO HAWKINS AND CAMPBELL
2 VIA 24 HOUR TURN AROUND 32

3 When recorded, return to:
4 Paradise Valley Town Attorney
6401 East Lincoln Drive
Paradise Valley, Arizona 85253

5 OFFICIAL RECORDS OF
6 MARICOPA COUNTY RECORDER
HELEN PURCELL
93-0856103 12/07/93 05:00

7 RESOLUTION NUMBER 786

8 A RESOLUTION OF THE TOWN OF PARADISE VALLEY,
9 ARIZONA, RELATING TO THE ISSUANCE OF THE TOWN
10 OF PARADISE VALLEY MUNICIPAL PROPERTY
11 CORPORATION EXCISE TAX REVENUE BONDS, SERIES
12 1993; APPROVING THE FORMS OF THE DOCUMENTATION
13 AND PROVIDING FOR THE AUTHORIZATION OF THE
14 MAYOR TO EXECUTE AND THE TOWN CLERK TO ATTEST
15 THE EXECUTION OF THE SAME AND ALL OTHER
16 NECESSARY DOCUMENTS; APPROVING THE FORM OF THE
17 BONDS; APPROVING THE PRELIMINARY OFFICIAL
18 STATEMENT; AUTHORIZING THE MAYOR TO EXECUTE
19 OTHER DOCUMENTS; AND DECLARING AN EMERGENCY.

20 WHEREAS, the Town of Paradise Valley, Arizona (the "Town")
21 has determined that it is necessary and in its best interests
22 to acquire additional building facilities to house its police
23 and public works departments and to renovate and improve the
24 Town's existing municipal office facility; and

25 WHEREAS, the Town of Paradise Valley Municipal Property
26 Corporation (the "Corporation") has agreed to issue its
27 Excise Tax Revenue Bonds, Series 1993 (the "Bonds") on behalf
28 of the Town to finance such acquisition, renovation, and
improvement; and

WHEREAS, in furtherance of such financing, there have been
prepared proposed forms of the following documents:

(a) A Ground Lease, dated as of September 15, 1993 (the
"Ground Lease"), between the Town and the Corporation
whereby the Town leases to the Corporation certain



1. Dissolve the MPC

- Owns no property or assets
- Would not prevent Town from issuing debt in the future

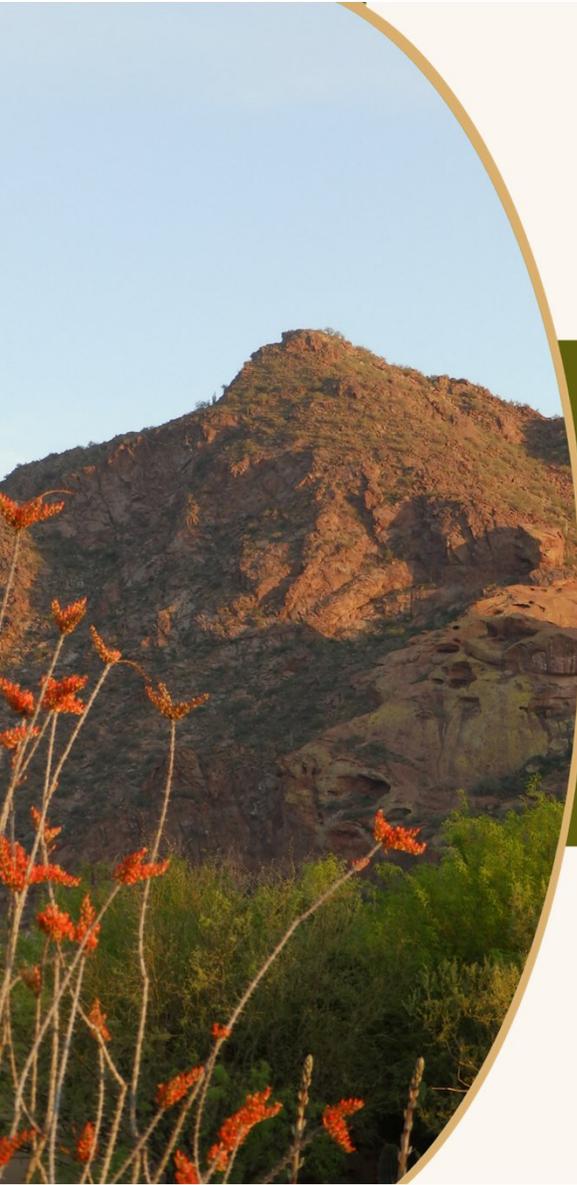
2. Transition to Inactive Status

- Suspend MPC activities and change status with ACC
- Could reactivate in the future

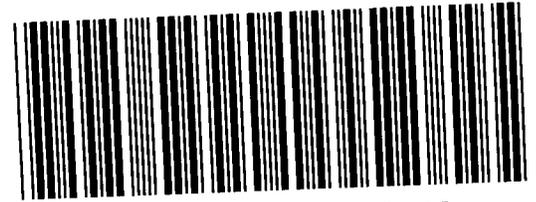
3. Maintain Status Quo

- Continue as an active committee but with no business
- Reappoint members

Options



Questions?



RETURN TO HAWKINS AND CAMPBELL
VIA 24 HOUR TURN AROUND 32

When recorded, return to:

Paradise Valley Town Attorney
6401 East Lincoln Drive
Paradise Valley, Arizona 85253

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

93-0856103 12/07/93 05:00

JOHN 5 OF 6

RESOLUTION NUMBER 786

A RESOLUTION OF THE TOWN OF PARADISE VALLEY, ARIZONA, RELATING TO THE ISSUANCE OF THE TOWN OF PARADISE VALLEY MUNICIPAL PROPERTY CORPORATION EXCISE TAX REVENUE BONDS, SERIES 1993; APPROVING THE FORMS OF THE DOCUMENTATION AND PROVIDING FOR THE AUTHORIZATION OF THE MAYOR TO EXECUTE AND THE TOWN CLERK TO ATTEST THE EXECUTION OF THE SAME AND ALL OTHER NECESSARY DOCUMENTS; APPROVING THE FORM OF THE BONDS; APPROVING THE PRELIMINARY OFFICIAL STATEMENT; AUTHORIZING THE MAYOR TO EXECUTE OTHER DOCUMENTS; AND DECLARING AN EMERGENCY.

WHEREAS, the Town of Paradise Valley, Arizona (the "Town") has determined that it is necessary and in its best interests to acquire additional building facilities to house its police and public works departments and to renovate and improve the Town's existing municipal office facility; and

WHEREAS, the Town of Paradise Valley Municipal Property Corporation (the "Corporation") has agreed to issue its Excise Tax Revenue Bonds, Series 1993 (the "Bonds") on behalf of the Town to finance such acquisition, renovation, and improvement; and

WHEREAS, in furtherance of such financing, there have been prepared proposed forms of the following documents:

- (a) A Ground Lease, dated as of September 15, 1993 (the "Ground Lease"), between the Town and the Corporation whereby the Town leases to the Corporation certain

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1 improved real property situated in Maricopa County,
2 Arizona;

3 (b) A Project Lease, dated as of September 15, 1993 (the
4 "Project Lease"), between the Corporation and the Town
5 whereby the Town leases back from the Corporation the
6 real property described in (a) above, together with
7 the improvements to be constructed thereon;

8 (c) A Bond Indenture, dated as of September 15, 1993 (the
9 "Indenture"), between the Corporation and First
10 Interstate Bank of Arizona, N.A., as trustee (the
11 "Trustee"), providing for the issuance of the Bonds;

12 (d) A Bond Purchase Agreement, to be dated the date of
13 this meeting or as soon thereafter as is practicable
14 (the "Bond Purchase Agreement"), among the
15 Corporation, the Town and Rauscher Pierce Refsnes,
16 Inc., as underwriter (the "Underwriter") providing for
17 the purchase of the Bonds by the Underwriter from the
18 Corporation; and

19 (e) A Preliminary Official Statement with respect to the
20 Bonds (the "Preliminary Official Statement"), which,
21 with appropriate conforming changes, will be the form
22 of the final Official Statement (the "Official
23 Statement"); and

24 WHEREAS, it appears to the Town that the execution and
25 delivery of the above-referenced documents by the respective
26 parties named therein to the extent called for thereby, and
27 the issuance and sale of the Bonds as contemplated by such
28

1 documents and the effect thereof will be in the best
2 interests of the Town; and

3 WHEREAS, all of the above-referenced documents are in
4 appropriate form and are appropriate instruments to be
5 executed and delivered by the respective parties named
6 therein to the extent called for thereby for the purposes
7 intended,

8 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
9 TOWN OF PARADISE VALLEY, ARIZONA, as follows:

10 Section 1. Approval of the Corporation and the Bonds.
11 The formation of the Town of Paradise Valley Municipal
12 Property Corporation is hereby approved for the purpose of
13 assisting the Town in its financing of capital projects and
14 other financial endeavors, and the persons set forth in the
15 fifth paragraph of the Corporation's Articles of
16 Incorporation filed with the Arizona Corporation Commission
17 on October 8, 1993, are hereby appointed to serve as the
18 initial members of the Board of Directors of the Corporation.
19 The issuance, sale, delivery, and terms of the Bonds for the
20 purposes of acquiring additional building facilities to house
21 its police and public works departments, renovating and
22 improving the Town's existing municipal office facility, and
23 paying the related costs of issuing the Bonds are hereby
24 approved.

25 Section 2. Approval of Documents. The terms and
26 provisions of the documents referred to as (a) through (e) of
27 the preambles above, specifically the leasing of the Project
28

1 (as defined in the Project Lease) from the Corporation, the
2 payment of lease payments pursuant to the Project Lease, and
3 the pledge of the Town's Excise Taxes (as defined in the
4 Indenture) to secure payment of the lease payments, are
5 hereby approved and the Mayor is hereby authorized, for and
6 on behalf of the Town, to execute and deliver, and the Town
7 Clerk is hereby authorized to attest his execution of, those
8 of such documents to which the Town is a party.

9 Section 3. Preliminary Official Statement. The Town
10 hereby approves the Preliminary Official Statement and deems
11 it final for purposes of Rule 15c2-12 of the Securities
12 Exchange Act of 1934. The Town also hereby ratifies the use
13 and distribution of the Preliminary Official Statement by the
14 Underwriter in connection with the sale of the Bonds, and
15 approves the use and distribution of the Official Statement
16 by the Underwriter in connection with the sale of the Bonds.

17 Section 4. Insurance. The Town hereby ratifies and
18 approves the purchase of a municipal bond insurance policy
19 from AMBAC Indemnity Corporation to insure timely payment of
20 principal and interest on the Bonds. The purchase of such
21 insurance is in the best interests of the Corporation and the
22 Town, and the premium to be paid therefore (approximately
23 \$30,000) shall be paid out of Bond proceeds. The payment of
24 such amount shall constitute conclusive evidence of the
25 findings of the Town as to the advisability of such matter.

26 Section 5. Execution of Documents. The Mayor is hereby
27 authorized and directed to execute, and the Town Clerk is
28

1 authorized to attest his execution of, any and all further
2 documents and to take any and all actions that may be
3 necessary or desirable in consummating the transactions
4 contemplated in this Resolution and in the documents hereby
5 approved. The documents specifically approved in this
6 Resolution shall be substantially in the respective forms
7 presented to the Council, with such additions, deletions, and
8 modifications as shall be approved by those persons
9 approving, executing, and delivering the same on behalf of
10 the Town, and such approval, execution and delivery shall
11 constitute conclusive evidence of such persons' approval and
12 of this Council's approval of any departures therein from the
13 respective forms now presented to the Council.

14 Section 6. Severability. If any one or more sections,
15 clauses, sentences, and parts hereof shall for any reason be
16 questioned in any court of competent jurisdiction and shall
17 be adjudged unconstitutional or invalid, such judgment shall
18 not affect, impair, or invalidate the remaining provisions
19 hereof, or of the Bonds issued pursuant to the Indenture but
20 shall be confined to the specific sections, clauses,
21 sentences, and parts so determined. All prior Resolutions or
22 parts thereof in conflict herewith be and the same are hereby
23 repealed.

24 Section 7. Section 265(b)(3) Election. The Town
25 reasonably expects that the amount of tax exempt obligations
26 as described in Section 265(b)(3) of the Code, which will be
27 issued by or on behalf of the Town in calendar year 1993,
28

1 will not exceed \$10,000,000. Based on this determination,
2 the Town hereby designates the Bonds as "Qualified Tax Exempt
3 Obligations" for purposes of and as described in Section
4 265(b)(3) of the Code.

5 Section 8. Title. The Town agrees to accept full legal
6 title to the Project (as defined in the Project Lease) upon
7 retirement of the Bonds.

8 Section 9. Ratification. All actions of the officers and
9 agents of the Town which conform to the purposes and intent
10 of this Resolution and which further the issuance and sale of
11 the Bonds, and the acquisitions and improvements to be
12 financed thereby, as contemplated by this Resolution whether
13 heretofore or hereafter taken shall be and are hereby
14 ratified, confirmed, and approved. The proper officers and
15 agents of the Town are hereby authorized and directed to do
16 all such acts and things and to execute and deliver all such
17 documents on behalf of the Town as may be necessary to carry
18 out the terms and intent of this Resolution.

19 Section 10. Emergency. In order to secure for the Town
20 the benefit of current interest rates and transfer any risk
21 of signing the Bond Purchase Agreement to the Underwriter,
22 the immediate operation of the provisions of this Resolution
23 is necessary for the preservation of the public peace,
24 health, and safety of the Town, an emergency is hereby
25 declared to exist, and this Resolution is enacted as an
26 emergency measure and will be in full force and effect from
27 and after its passage, adoption, and approval by the Mayor
28

1 and Council and it is hereby exempt from the referendum
 2 provisions of the Constitution and laws of the State of
 3 Arizona.

4 PASSED, ADOPTED AND APPROVED by the Mayor and Council
 5 of the Town of Paradise Valley, Arizona, on October 14, 1993.

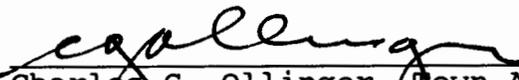
6 TOWN OF PARADISE VALLEY, ARIZONA,
 7 a municipal corporation

8 
 9 J. David Hann, Mayor

10 ATTEST:

11 
 12 Lenore P. Lancaster, Town Clerk

13 APPROVED AS TO FORM:

14 
 15 Charles G. Ollinger, Town Attorney

16 SNELL & WILMER

17 
 18 William A. Hicks, Bond Counsel

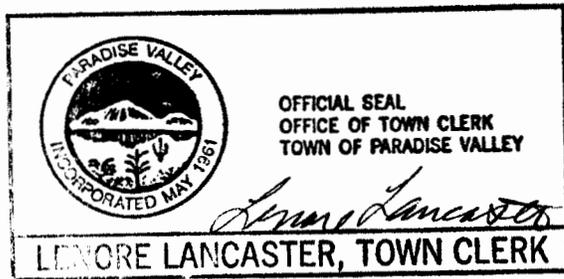
19 I, Lenore P. Lancaster, Town Clerk hereby certify that the
 20 foregoing is a full, true and correct copy of Resolution
 21 Number 786 duly and regularly passed and adopted by vote of
 22 the Town Council of Paradise Valley at a meeting thereof duly
 23 called and held on the 14th day of October, 1993. That said
 24 Resolution appears in the minutes of said meeting, and that
 25 the same has not been rescinded or modified and is now in
 26 full force and effect.

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I further certify that said municipal corporation is duly organized and existing, and has the power to take the action called for by the foregoing Resolution.

Lenore Lancaster

Lenore P. Lancaster, Town Clerk





Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 25-144

TOWN
of
PARADISE VALLEY



**TOWN COUNCIL MEETING
6401 E. LINCOLN DRIVE
PARADISE VALLEY, ARIZONA 85253
MINUTES
THURSDAY, MAY 22, 2025**

1. CALL TO ORDER / ROLL CALL

Mayor Stanton called to order the Town Council Meeting for Thursday, May 22, 2025 at 2:00 PM in the Town Hall Boardroom, 6401 E. Lincoln Drive, Paradise Valley, AZ 85253.

COUNCIL MEMBERS PRESENT

Mayor Mark Stanton
Vice Mayor Ellen Andeen-Keller
Council Member Christine Labelle
Council Member Karen Liepmann
Council Member Scott Moore attended by video conference
Council Member Julie Pace
Council Member Anna Thomasson

STAFF MEMBERS PRESENT

Town Manager Andrew B. Ching
Town Attorney Andrew McGuire
Police Chief Freeman Carney
Town Clerk Duncan Miller
Community Development Director Chad Weaver
Public Works Director Isaac Chavira
CFO Leslie DeReche
Planning Manager Paul Michaud
Town Engineer Shar Johnson
Capital Projects Manager Sam Kayat

2. EXECUTIVE SESSION

25-121 Discussion, authorized by A.R.S. §38-431.03(A)(1), regarding annual Town Attorney services review and discussion or consultation with the Town Attorney, as authorized by A.R.S. §38-431.03(A)(4), regarding the Town Attorney services contract.

25-122 The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03(A)(3).

Note: Minutes of Town Council meetings are prepared in accordance with the provisions of Arizona Revised Statutes. These minutes are intended to be an accurate reflection of action taken and direction given by the Town Council and are not verbatim transcripts. Video recordings of the meetings along with staff reports and presentations are available online (www.paradisevalleyaz.gov) and are on file in the Office of the Town Clerk. Persons with disabilities who experience difficulties accessing this information may request accommodation by calling 480-948-7411 (voice) or 480-348-1811 (TDD).

3. STUDY SESSION ITEMS

25-117 Discussion of Zoning Code Analysis Update

Community Development Director Chad Weaver provided background on the evolution of the Town's Zoning Code since its adoption in 1961 through today comprising approximately 140 text amendments. He said it is good practice to periodically review the Code for compliance with state statutes and identify opportunities to improve clarity. In consequence, Michael Baker and Associates was retained to conduct a comprehensive assessment of the existing zoning code to identify inconsistencies, conflicts, and duplications. Based on the initial findings and recommendations from the consultant, he recommended that the Town proceed with the next phase of the contract to 'clean up' the Zoning Code to codify recent changes in state statute, incorporate best practices, and reorganize, refine, and clarify existing language to make it easier for staff, developers, and residents to understand.

The Council discussed potential substantive text amendments including rooftop decks, how natural grade is calculated, sport courts/pickleball courts, incorporating the Hillside Safety Code in the Zoning Ordinance, and construction staging area regulations. It was suggested that a Statement of Direction process be used to fully define the scope of code changes to be considered.

There was Council support for scheduling a vote at the next meeting on a contract with Michael Baker International, Inc to prepare recommended updates to the Zoning Code. The Town Council directed that periodic Council "check ins" be included in the review and update process.

25-119 Discussion of the Doubletree Ranch Road Entryway Project Update

Mr. Weaver updated the Town Council on the Doubletree Ranch Rd Entryway project which is now at the 90% design plan stage. He said utility coordination and clearances were in progress. Minor adjustments were made to the fence pilasters to accommodate Arizona Public Service access requirements. The amended intergovernmental agreement with the City of Scottsdale has been drafted and reviewed by both parties. The construction cost estimate was updated from \$616,000 at the 60% design stage to \$636,000 at the 90% design stage. The revision reflected refinement in design, materials, and scope as the project nears its final stages.

There was consensus to schedule the intergovernmental agreement with Scottsdale at the next meeting.

25-128 Discussion and Possible Direction to Staff regarding Ordinance 2025-03, Amending Chapter 2, Article 2-2, Section 2-2-2 of the Town Code relating to the Annual Process for Selection of the Vice Mayor

Town Attorney Andrew McGuire summarized a proposed ordinance to provide a process for the selection of the vice mayor on a rotational basis. Currently, the vice mayor is elected by the Town Council at the first meeting in January of each year. The proposed ordinance would modify the process to provide that the person selected to serve as Vice Mayor would be the most tenured Council Member who has not previously served as the Vice Mayor within the prior four years. If the most-tenured member does not wish to serve, the Vice Mayor position would be filled by the next-most-tenured Council Member who is willing to serve. In the event more than one Council Member has the same number of years served on the Town Council, the most-tenured member will be the one who received the highest number of votes for the position of Council Member, calculated at the first election at which that member was elected.

The Council discussed and debated the merits of the ordinance and whether it was needed.

Staff was directed to consider the following scenarios and bring back a revised ordinance for further discussion:

- What happens if a member has already served twice?
- What happens when there is an appointed Council Member?
- What if a Council Member is under criminal investigation?
- Should there be a Council confirmation vote or veto option?
- If two Council Members have the same tenure, should the determining factor be based on who received the most votes at the first election or most recent election? Is there an alternative to this process such as which member has not served recently.

A request was also made to revise the Code section to use gender neutral language.

25-126 Discussion of 2025 Community Services Funding Recommendations

Town Clerk Duncan Miller summarized the Fiscal Year 2025 Community Services Funding Program recommendations. He said the Town Council budgeted \$65,000 for the Program. At the March 27th Council meeting, staff was directed to conduct a needs assessment to identify services and programs benefitting underserved populations in the Town or broader community. An advisory group comprised of the Town Manager, Town Clerk, Community Resource Officer, and Code Enforcement Officer met to discuss options and developed the following recommendations:

Agency	Amount
Central AZ Shelter Services	\$35,000
Duet: Partners in Health & Aging	\$ 5,000
AZ Friends of Foster Children	\$15,000
SUSD Foundation – Food Assistance	\$ 5,000
Voices for CASA Children	\$ 5,000
	\$65,000

He summarized the missions of the organizations and the specific initiatives to be funded.

There was Council consensus to schedule the proposed Community Services funding agreements for a

vote at the next meeting.

Council Member Moore departed the meeting at 3:59 PM.

A motion was made at 4:05 PM by Vice Mayor Andeen-Keller, seconded by Council Member Pace, to go into executive session to discuss item 25-121. The motion carried by the following vote:

Aye: 6 - Mayor Stanton
Vice Mayor Andeen-Keller
Council Member Labelle
Council Member Liepmann
Council Member Pace
Council Member Thomasson

Absent: 1 - Council Member Moore

Mayor Stanton recessed the meeting at 5:25 PM.

4. BREAK

DRAFT

5. RECONVENE FOR REGULAR MEETING

Mayor Stanton reconvened the meeting at 6:00 PM in the Town Hall Council Chambers.

6. ROLL CALL

COUNCIL MEMBERS PRESENT

Mayor Mark Stanton
Vice Mayor Ellen Andeen-Keller
Council Member Christine Labelle
Council Member Karen Liepmann
Council Member Julie Pace
Council Member Anna Thomasson

Council Member Scott Moore was not present

STAFF MEMBERS PRESENT

Town Manager Andrew B. Ching
Town Attorney Andrew J. McGuire
Police Chief Freeman Carney
Town Clerk Duncan Miller
Community Development Director Chad Weaver
Public Works Director Isaac Chavira
CFO Leslie DeReche

7. PLEDGE OF ALLEGIANCE

Cherokee Elementary School students Tushar, Sneha, Pia, Vani, and Vian Gohel led the Pledge of Allegiance.

8. PRESENTATIONS

25-125 Celebration of the Town of Paradise Valley’s 64th Anniversary

Mayor Stanton announced that the Town of Paradise Valley was incorporated 64 years ago this month. Council Member Liepmann, who serves as liaison to the Historical Advisory Committee, introduced Committee Chair Catherine Kauffman and Committee members Julie Garrison and Beth Wickstrom. They distributed cupcakes with the Town Seal printed on them to mark the occasion.

25-134 Recognition of National Public Works Week

Mayor Stanton presented a proclamation declaring May 18 – 24, 2025 as National Public Works Week in Paradise Valley. Members of the Public Works Department present to receive the proclamation included: Public Works Director Isaac Chavira, Public Works, Superintendent Robert DeSerano, Facilities Technician Eric Shurtleff, Lead Facilities Technician John Fraley, Technician Steve Saraydar, Public Works Technician Jose Campos, Public Works Technician Jesus Chavez, and Lead Technician Roberto Olivas.

9. CALL TO THE PUBLIC

Residents Joy MacLean, Paul Dembow, Sandra Toubassi, Robert Sterrett, Michele Phillips-Baransky, Jini Simpson, and Bill MacLean commented on what they perceived as incivility demonstrated by a Councilmember and introduction of party politics in Town elections. They encouraged the Council to enforce rules of civility and decorum.

Resident Lou Baransky addressed the Town Council regarding the FY2026 budget and suggested the Council scrutinize certain budget line items.

10. CONSENT AGENDA

Mr. Ching summarized the items on the items on the consent agenda.

25-124 Minutes of Town Council Meeting May 8, 2025

25-129 Discussion and Possible Action to Adopt Resolution 2025-06 Designating the Town’s Filing Agent for the Annual Expenditure Limitation Report for FY 2025-2026

Recommendation: Adopt Resolution 2025-06 designating a Chief Fiscal Officer for the submission of the annual expenditure limitation report.

Staff Contact: Duncan Miller, 480-348-3610

25-110 Discussion and Possible Action to Approve the Second Amendment to Town Manager’s Employment Agreement

Recommendation: Authorize the Mayor to execute the Second Amendment to the Town Manager’s Employment Agreement, Contract No. CON-23-060-TMG-A2.

A motion was made by Vice Mayor Andeen-Keller, seconded by Council Member Pace, to approve the Consent Agenda. The motion carried by the following vote:

- Aye:** 6 - Mayor Stanton
- Vice Mayor Andeen-Keller
- Council Member Labelle
- Council Member Liepmann
- Council Member Pace
- Council Member Thomasson

Absent: 1 - Council Member Moore

11. PUBLIC HEARING**25-136 Discussion and Possible Action to Adopt Resolution 2025-04
Approving the Final Budget for Fiscal Year 2025-2026**

CFO DeReche presented the Final Budget for Fiscal Year 2025/26. She stated that the Final Budget is a result of Management and Town Council's collective efforts to identify, communicate, and fund priorities for the operating and capital budgets during the upcoming fiscal year. Discussions regarding the development of the Final Budget for FY2026 were held on March 7, March 27, April 10, and May 8, 2025. She recommended that the Council adopt Resolution 2025-04 approving the FY2026 Final Budget in the amount of \$61,326,804.

Mayor Stanton opened the public hearing. There were no public comments.
Mayor Stanton closed the public hearing.

12. SPECIAL MEETING**25-131 Discussion and Possible Action to Adopt Resolution 2025-04
Approving the Final Budget for Fiscal Year 2025-2026**

Mayor Stanton recessed the regular meeting and convened a special meeting.

A motion was made by Council Member Thomasson, seconded by Vice Mayor Andeen-Keller, to adopt Resolution 2025-04 Approving the Final Budget for Fiscal Year 2025-26. The motion carried by the following vote:

Aye: 6 - Mayor Stanton
Vice Mayor Andeen-Keller
Council Member Labelle
Council Member Liepmann
Council Member Pace
Council Member Thomasson

Absent: 1 - Council Member Moore

Mayor Stanton reconvened the regular meeting.

13. ACTION ITEMS**25-130 Discussion and Possible Action to Adopt Resolution 2025-05
Amending the Town of Paradise Valley Master Fee Schedule**

CFO Leslie DeReche presented a recommendation to amend the Court Appointed Attorney Fee in the Master Fee Schedule from \$250 to a range of \$0.00 - \$400 as determined by the judge based on a financial affidavit.

There were no public comments and no further Council discussion.

A motion was made by Council Member Pace, seconded by Council Member Labelle, to adopt Resolution 2025-05 amending the Town of Paradise Valley Master Fee Schedule. The motion carried by the following vote:

Aye: 6 - Mayor Stanton
Vice Mayor Andeen-Keller
Council Member Labelle
Council Member Liepmann
Council Member Pace
Council Member Thomasson

Absent: 1 - Council Member Moore

14. FUTURE AGENDA ITEMS

25-091 Consideration of Requests for Future Agenda Items

Town Manager Ching summarized the future agenda schedule.

15. MAYOR / COUNCIL / MANAGER COMMENTS

Council Members provided comments and updates on current events.

16. ADJOURN

A motion was made at 7:17 PM by Council Member Pace, seconded by Council Member Liepmann, to adjourn. The motion carried by the following vote:

Aye: 6 - Mayor Stanton
Vice Mayor Andeen-Keller
Council Member Labelle
Council Member Liepmann
Council Member Pace
Council Member Thomasson

Absent: 1 - Council Member Moore

Mayor Stanton adjourned the meeting at 7:17 PM

TOWN OF PARADISE VALLEY

SUBMITTED BY:

Duncan Miller, Town Clerk

STATE OF ARIZONA)

:ss.

COUNTY OF MARICOPA)

CERTIFICATION

I, Duncan Miller, Town Clerk of the Town of Paradise Valley, Arizona hereby certify that the following is a full, true, and correct copy of the minutes of the regular meeting of the Paradise Valley Town Council held on Thursday, May 22, 2025

I further certify that said Municipal Corporation is duly organized and existing. The meeting was properly called and held and that a quorum was present.

Duncan Miller, Town Clerk

DRAFT



Action Report

File #: 25-147

AGENDA TITLE:

Discussion and Possible Action to Cancel the June 26, 2025 Regular Council Meeting

RECOMMENDATION:

Cancel the June 26, 2025 Regular Council meeting.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY



STAFF REPORT

TO: Mayor Stanton and Town Council Members

FROM: Andrew B. Ching, Town Manager
Duncan Miller, Town Clerk

DATE: June 12, 2025

DEPARTMENT: Town Manager
Duncan Miller, 480-348-3610

AGENDA TITLE:
Discussion and Possible Action to Cancel the June 26, 2025 Regular Council Meeting

RECOMMENDATION:
Cancel the June 26, 2025 Regular Council meeting

SUMMARY STATEMENT:

There are currently no agenda items scheduled for the June 26th Town Council meeting, and it is believed some Council Members will be out of Town and unable to attend. It has been suggested that the meeting be cancelled.

Section II of the Town Council Rules and Procedures provides that the Town Council shall meet regularly each month, except for July and August. Meetings will be held on the second and fourth Thursday of each month, except for the months of November and December when meetings will be held on the second Thursday only. The Council may vote to suspend the rules and procedures pursuant to Section XIX and cancel the meeting.

As there are no items scheduled and many residents will have left for the summer, it would be appropriate for the Town Council to vote to cancel the meeting on June 26th.

BUDGETARY IMPACT:
No budgetary impact

ATTACHMENT(S):
None



Action Report

File #: 25-148

AGENDA TITLE:

Discussion and Possible Action Regarding Acceptance of Donations to the Town of Paradise Valley for Fiscal Year 2025

RECOMMENDATION:

Authorize acceptance of donations to the Town received in Fiscal Year 2025.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY



STAFF REPORT

TO: Mayor Stanton and Town Council Members

FROM: Andrew B. Ching, Town Manager
Duncan Miller, Town Clerk

DATE: June 12, 2025

DEPARTMENT: Town Manager
Duncan Miller, 480-348-3610

AGENDA TITLE:

Discussion and Possible Action Regarding Acceptance of Donations to the Town of Paradise Valley Received in Fiscal Year 2025

RECOMMENDATION:

Authorize acceptance of donations to the Town received in Fiscal Year 2025.

SUMMARY STATEMENT:

Community support for the Town of Paradise Valley and its Police Department is evident through the generous donations of cash, gift cards, and event tickets. In accordance with Resolution 2020-33 and past practice, the Town Manager reports these donations to the Town Council each year for formal acceptance.

During the period from July 1, 2024 to June 1, 2025, the Town received approximately \$25,472.87 in cash donations, in-kind donations, tickets, gift cards, and pass-through donations to veterans and charitable organizations. The donations are detailed in the attached donation report (Attachment B).

Cash donations are transferred to the Finance Department and deposited and booked as unbudgeted donations. Cash donations specifically received by the Police Department are used for Department enhancements. Event tickets are made available to all employees on a first come first serve basis or given to individuals in recognition for providing exemplary customer service.

BUDGETARY IMPACT:

Cash donations are booked as unbudgeted revenue. Expenditures are made pursuant to financial management policies and standard procurement code procedures.

ATTACHMENT(S):

- A. Staff Report
- B. Donation Report

**Town of Paradise Valley
Donations for FY24/25**

Date	Receiving Department	Description	Name of Donor	Value
11/9/2024	Town Manager	Cash Donation	Vintage Car Show	\$13,724.17
Fall 2024	Police	Cash Donation	Safety Shred Event	\$5,077.21
Fall 2024	Police	Cash Donation	CPR	\$571.49
7/29/2024	Police	American Express Gift Cards	AT&T	\$100.00
10/2/2024	Police	92 General Admission Barret-Jackson Tickets	Christina Fitzgerald	Unknown
11/9/2024	Police	Monetary Donation for Pepper	Fred Witt	\$180.00
11/3/2024	Police	BowFlex Max Trainer M5	Jerry Cooper	\$1,500.00
1/10/2025	Police	100 Barrett Jackson Tickets	Christina Fitzgerald	Unknown
1/13/2025	Police	Motorcycle Helmets/Communication Devices	Robert/Jill Schwartz	\$1,800.00
2/24/2025	Police	Bugs Bunny at the Symphony	Ellen Andeen-Keller	\$240.00
4/11/2025	PVMPT	Cash Donation	Malcom & Ellen Jozoff	\$250.00
4/26/2025	Police	Cash Donation	Safety Shred Event	\$2,030.00
				\$25,472.87

Donation Fund 25

25-30-600 INTEREST MRY ANN BRINES AWARD	\$	-
25-30-601 INTEREST GOLDWATER MEMORIAL	\$	-
25-30-830 DARE DONATIONS INCOME	\$	-
25-30-832 DONATIONS MISCELLANEOUS	\$	-
25-30-836 YANA PROGRAM	\$	-
25-30-837 SPECIAL OLYMPICS PD DONATIONS	\$	-
25-30-840 KIVA FIELD DONATIONS	\$	-
25-30-841 HURRICANE RELEIF PROJECT DONATIONS	\$	-
25-30-842 VINTAGE CAR SHOW DONATIONS	\$	13,724.17
25-30-843 BILL KEANE MEMORIAL	\$	-
25-30-844 PV POLICE FOUNDATION	\$	-
25-30-851 GOLDWATER MEMORIAL	\$	-
25-30-990 OVER/SHORT WRITE OFF	\$	-
	\$	13,724.17
95-38-832 PARADISE VALLEY MTN PRESERVE	\$	250.00



Action Report

File #: 25-149

AGENDA TITLE:

Discussion and Possible Action Regarding Series 11 Liquor License Acquisition of Control Application Submitted by Sanctuary on Camelback Mountain Resort and Spa

RECOMMENDATION:

Forward the Sanctuary on Camelback Mountain Resort & Spa application for Acquisition of Control of a Series 11 liquor license to the Arizona Department of Liquor Licenses and Control with a recommendation for approval.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY



STAFF REPORT

TO: Mayor Stanton and Town Council Members

FROM: Andrew B. Ching, Town Manager
Duncan Miller, Town Clerk

DATE: June 12, 2025

DEPARTMENT: Town Manager
Duncan Miller, 480-348-3610

AGENDA TITLE:

Discussion and Possible Action Regarding Series 11 Liquor License Acquisition of Control Application Submitted by Sanctuary on Camelback Mountain Resort and Spa

RECOMMENDATION:

Forward the Sanctuary on Camelback Mountain Resort & Spa application for Acquisition of Control of a Series 11 liquor license to the Arizona Department of Liquor Licenses and Control with a recommendation for approval.

SUMMARY STATEMENT:

The Sanctuary on Camelback Mountain Resort & Spa located at 5700 E McDonald Drive requests a liquor license owner transfer to Darryl Berger, CDB Holdings LLC, Controlling Person for 5700 MCD LL LLC owner of the liquor license.

Although liquor license applications are filed with the State, which has the primary responsibility for reviewing the application and conducting background checks on the owners and agents, A.R.S. §4-201 requires that the Town Council hold a public hearing within 60-days of receipt of the application to receive comment on whether or not the issuance of the liquor license is in the best interest of the community. Notice of the application was posted on the applicant's premises for 20 days in accordance with state law. The Town did not receive any arguments in support of or opposition to this application. There are no violations on file with the Arizona Department of Liquor Licenses and Control against Scottsdale Plaza Resort.

The Paradise Valley Police Department has reviewed the application and finds no reason to oppose it. Additionally, the Community Development Department has no objections to the application insofar as issuance of a liquor license is consistent with the Special Use Permit for this property.

ATTACHMENT(S):

- A. Staff Report
- B. Memo – Police Department
- C. Memo – Community Development Department



PARADISE VALLEY POLICE DEPARTMENT

6433 E. Lincoln Drive
Paradise Valley, Arizona 85253-4328



Freeman Carney
Chief of Police

www.ParadiseValleyPD.com

Phone: (480) 948-7418
Fax: (480) 998-0877

May 21, 2025

Town Of Paradise Valley
Attn: Clerk Duncan Miller
6401 E. Lincoln Dr.
Paradise Valley, AZ 85253

Dear Mr. Miller,

The Paradise Valley Police Department has received and reviewed the applications filed by the Sanctuary on Camelback Mountain Resort and Spa for a liquor license transfer to Jeffrey Craig Miller (Agent) and Kevin Paul Grojean (Premises Manager). Based upon the information in the application and an internal review of the Paradise Valley Police Department records, I find no reason to object to the petitioner's application for this liquor license transfer as submitted.

Best regards,

A handwritten signature in red ink, appearing to read "Freeman Carney".

Freeman Carney
Chief of Police
Paradise Valley Police Department



MEMORANDUM

DATE: June 2, 2025

TO: Duncan Miller, Town Clerk

FROM: Chad Weaver, Community Development Director

SUBJECT: Sanctuary on Camelback Mountain Resort & Spa (5700 E McDonald Drive)
Transfer of Liquor License

I am aware of the application for a liquor license transfer for the Sanctuary on Camelback Mountain Resort & Spa, located at 5700 E McDonald Drive. This property has historically had such a license and the typical uses associated with the license are in accordance with the Special Use Permit for this property.



Action Report

File #: 25-150

AGENDA TITLE:

Discussion and Possible Action to Award Community Services Funding for Fiscal Year 2025

RECOMMENDATION:

Authorize the Town Manager to execute funding agreements with the agencies listed in the staff report in the amount of \$65,000.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY



STAFF REPORT

TO: Mayor Stanton and Town Council Members

FROM: Andrew B. Ching, Town Manager
Duncan Miller, Town Clerk

DATE: June 12, 2025

DEPARTMENT: Town Manager
Duncan Miller, 480-348-3610

AGENDA TITLE:
Discussion and Possible Action to Award Community Services Funding for Fiscal Year 2025

RECOMMENDATION:
Authorize the Town Manager to execute funding agreements with the agencies listed in the staff report in the total amount of \$65,000

Agency	Amount
Central AZ Shelter Services	\$35,000
Duet: Partners in Health & Aging	\$ 5,000
AZ Friends of Foster Children	\$15,000
SUSD Foundation – Food Assistance	\$ 5,000
Voices for CASA Children	\$ 5,000
	<hr/>
	\$65,000

BACKGROUND: Fiscal Year 2025 Community Services Funding Program

Mission Statement

The Town of Paradise Valley provides high quality public services to a community which values limited government.

At the March 27th Study Session, the Town Council discussed the annual Community Services Funding Program. The Council Resolution that governs the program gives the Council discretion to either invite applications for funding from government, non-profit, educational institutions, or civic groups that provide valuable services to the community; or conduct a community service needs assessment to identify essential services not provided by the Town or under-served populations in need of assistance. There was Council consensus to direct staff to conduct a needs assessment and, based on those findings, investigate agencies or programs which address the needs identified. The

Council suggested that staff broaden the focus areas beyond support for homelessness and resources for older residents.

An interdepartmental advisory group comprised of the Town Manager, Town Clerk, Community Resource Officer, and Code Enforcement Officer met and had robust discussions about community engagement, requests for services, and potential program funding options consistent with the Council's direction. It was unanimously agreed to recommend continued funding support for Central Arizona Shelter Services and Duet: Partners in Health and Aging, but at reduced amounts. Based on program user statistics from 2024, the advisory group felt last year's contributions were disproportionate to the need, so other options were investigated. Funding requests were received from Arizona Friends of Foster Children Foundation, Kiva Elementary School (Scottsdale Unified School District Foundation), Voices for CASA Children, and Western Spirit: Scottsdale's Museum of the West.

Staff presented the following recommendations at the May 22nd Study Session. There was Town Council consensus the schedule a vote on the Community Services Funding program for Fiscal Year 2025 at the June 12th meeting.

Support for Regional Homeless Initiatives

The Town has allocated funding in previous years to assist with regional homelessness initiatives and continues to recognize the importance of partnering with neighboring communities to find long-term solutions for this regional problem.

CASS

To further assist with this initiative, it is recommended that the Town continues its long-standing support for the Central Arizona Shelter Services (CASS). CASS is the largest emergency shelter in Arizona. CASS serves single adults and families with children. Their clients include individuals with serious mental illnesses, those with addictions to alcohol and drugs, victims of domestic violence, veterans, the elderly and young adults, single parents, and those who are chronically homeless.

Their mission is to end homelessness. In addition to providing beds for the night, they also offer case management and/or other support to all clients and work with them to obtain employment, benefits, medical care, mental health treatment, dental care, housing and more. Their case management model meets clients where they are to address barriers, with the goal of helping them permanently resolve their homelessness.

Demand for CASS Services is Increasing

Maricopa Association of Governments (MAG) data shows that the unsheltered count in Maricopa County is increasing. For the period January 2024 – December 2024, there were 19 new people experiencing homelessness for every 10 people finding housing. In December, 905 households experienced homelessness for the first time. In response to the increased need for service, CASS expanded their downtown shelter from 470 beds to 600. CASS sheltered 5,071 individuals in their emergency shelter program, for a total of 253,302 bed nights.

In 2024, the Town provided \$55,000 in funding assistance to CASS. Their Performance Report is attached as Attachment C. CASS provided shelter services to 113 people who were referred from ZIP Codes surrounding 85253. From July 1, 2023 – June 30, 2024

CASS provided 7,637 bed nights and supportive services to 102 single adults and 11 individuals in their family shelter. In calendar year 2024, the Paradise Valley Police Department referred six individuals for shelter services.

It is recommended that the Town provide funding in the amount of \$35,000 in Fiscal Year 2025, which is less than the previous years. The Town has provided funding assistance to CASS since the 1990s with support ranging from \$18,000 to \$55,000.

Support for Older Residents

Duet: Partners In Health and Aging

Duet is a private non-profit organization based in Phoenix. Their mission is to promote health and well-being for homebound adults and family caregivers. The Town has partnered with this organization for many years. The specific recommendation is to provide funding for their program called Promoting Independence through In-Home Services. This program uses volunteers to provide transportation to homebound seniors and disabled adults to medical appointments, social service agencies, grocery stores, shopping centers and other locations. The volunteers also help unload groceries at their home or shop and deliver groceries when needed. They assist with paperwork, minor home repairs, and other routine needs.

2024 Statistics Provided by Duet

- Duet provided 114 one-way trips and served three homebound residents in Paradise Valley. This included rides to the doctor, weekly grocery shopping, and regular friendly visiting, which provides ongoing meaningful connections but do not count towards trips. Paradise Valley has the distinction of having the oldest resident enrolled in Duet's program at 107 years old.
- 307 new volunteers were recruited to participate in the program, including 8 from Paradise Valley.
- According to Duet, an estimated 60% of the 451 Maricopa County individuals served in 2024 (approximately 260 neighbors) would have been unable to continue living independently without assistance from programs like those offered by Duet. Approximately 80% of these individuals would have required assisted living and 20% skilled nursing care. Using average annual costs in Phoenix (\$60,876 for assisted living and \$110,964 for skilled nursing), Duet's services help save families and taxpayers approximately \$19.1 million last year.

Duet's Community Impact Report is attached as Attachment D.

It is recommended that the Town continue to support this program in the amount of \$5,000 in Fiscal Year 2025, which is less than previous years. The Town has provided funding assistance to Duet since the 2000s with support ranging from \$5,000 to \$10,000.

Support for Foster Children

Arizona Friends of Foster Children Foundation (AFFCF)

AFFCF is a nonprofit organization that has been serving the needs of foster children in Arizona for over 41 years. Their mission is to "create opportunities, build self-esteem and empower children in foster care to enrich their life experiences and ensure they have the best opportunity to transition to adulthood successfully". Their three focus areas are:

1. *Childhood Activities (CA) – Funding for extracurriculars, sports, camps, clothing, and tutoring, covering gaps in foster care benefits - this program is available statewide (AZ)*
2. *Keys to Success (KTS) – For youth 16-26 exiting foster care in Maricopa, Yavapai, and Pima counties, providing education, employment, and career tools for independent living.*
3. *Post-Secondary Programs – Supporting foster youth pursuing education through community building and safety-net funding to prevent setbacks and promote perseverance.*

AFFCF submitted a request for \$35,000 to support their Childhood Activities program for children in the Paradise Valley and Scottsdale area. According to AFFCF, 55 children in the Paradise Valley/Scottsdale area were enrolled in the program in 2024 and 169 activity requests were fulfilled totaling \$35,234.

AFFCF's request is attached as Attachment E.

It is recommended that the Town support AFFCF's Childhood Activities program in the amount of \$15,000 in Fiscal Year 2025. This would be the Town's first time partnering with this organization. A funding impact report would be required at the end of the year and consideration of a continued partnership would be evaluated at that time, subject to budget authorization.

Voices for CASA Children (VOICES)

VOICES is a nonprofit organization that supports programs to assist in the recruitment, education, and retention of Court Appointed Special Advocate (CASA) volunteers as well as provide resources to children. According to VOICES, there are approximately 5,500 children in Maricopa County living in foster care. CASA volunteers are appointed by a judge to advocate on behalf of foster children while they navigate the legal process and ultimately find a safe permanent home.

VOICES is requesting funding to support the recruitment of new CASA volunteers and retention of current volunteers. In April, the Mayor and Council recognized CASA Volunteer week. VOICES plans to expand their community outreach efforts to raise awareness of the important role CASA volunteers serve in supporting the needs of foster children.

VOICES request is attached as Exhibit F.

It is recommended that the Town support VOICES in the amount of \$5,000 in Fiscal Year 2025. This would be the Town's first time partnering with this organization. A funding impact report would be required at the end of the year and consideration of a continued partnership would be evaluated at that time, subject to budget authorization.

Support for Food Assistance Programs at Paradise Valley Schools

As part of the Paradise Valley Police Department's focus on community policing initiatives including involvement with local schools through "Blue Wednesday" and school resource officers, they are in a unique position to learn about unmet needs. Based on a suggestion from the PVPD Community Resource Officer, the advisory group contacted Kiva Elementary School and learned that they have students enrolled in the Emergency Food Assistance Program. This is a program that distributes food to low-income families every

month including rice, beans, pasta, fruits, vegetables, bread, and meats. There are three students enrolled in this program. There are another five students who are eligible for the Helpsnakz Program. This provides daily snack bags to students who meet the criteria.

It is recommended that the Town support Scottsdale Unified School District food assistance programs benefiting students attending schools in Paradise Valley in the amount of \$5,000. Any agreement would specify that funds could be used for programs at Kiva Elementary and Cherokee Elementary.

BUDGET IMPACT

The Town Council budgeted \$65,000 in FY 25 for community services. It is recommended that the Town allocate the funds as follows:

Agency	Amount
Central AZ Shelter Services	\$35,000
Duet: Partners in Health & Aging	\$ 5,000
AZ Friends of Foster Children	\$15,000
SUSD Foundation – Food Assistance	\$ 5,000
Voices for CASA Children	\$ 5,000
	<hr/>
	\$65,000

ATTACHMENTS:

- A. Staff Report



Action Report

File #: 25-153

AGENDA TITLE:

Discussion and Possible Action to Approve a Contract with Michael Baker International, Inc for Professional Services Relating to Updating the Paradise Valley Zoning Code

RECOMMENDATION:

Approve the Contract CON-25-012-ENG with Michael Baker International, Inc. in the amount not-to-exceed \$129,510 for Professional Services relating to updating the Town's Zoning Code and authorize the Town Manager to execute the contract.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY



STAFF REPORT

TO: Mayor Stanton and Town Council Members

FROM: Andrew Ching, Town Manager
Chad Weaver, Community Development Director

DATE: June 12, 2025

DEPARTMENT: Community Development
Chad Weaver, 480-348-3522

AGENDA TITLE:
Zoning Code Update Contract Amendment

SUMMARY STATEMENT:

Town staff seeks Council's approval to amend the professional service agreement between the Town and Michael Baker, the consultant for this project. This amendment will update the original contract by adding scope and fee necessary to complete the work described in the attached Zoning Ordinance Analysis, completed in December 2024.

BACKGROUND:

There have been approximately 140 text amendments to the Town's Zoning Ordinance since the Town's incorporation on May 24, 1961. The first Zoning Ordinance was modeled after Maricopa County at the time of incorporation with the first Town Council adopted Zoning Ordinance approved in October 1961.

The next major changes to the Zoning Ordinance occurred in the early 1970s. This included the readoption of the Zoning Map in October 1972 (due to the original being lost), adoption of hillside building regulations in May 1973, and a readoption of the Zoning Ordinance in March 1974.

The next notable text changes to the Town's Zoning Ordinance occurred in the 1980 decade. This included the R-10 District (for approximate ¼-acre lots) in June 1984 in response to the annexation of the Colonia Miramonte subdivision near the Camelback Inn resort. The hillside building regulations were modified in September 1984, with a full repeal and replacement of these provisions in November 1989. July 1985 added wall and fence regulations (beyond the requirements for subdivision walls and fences). The decade closed with the addition of the R-175 District (minimum 4-acre lots).

The 1990 decade included several minor revisions to the Zoning Ordinance, with more substantive changes during the 2000 decade. This included the repeal and replacement

of the nonconforming use regulations in September 2001, hillside building regulations in October 2003, and Special Use Permit regulations in November 2005. The 2005 amendments also included an overhaul of the subdivision regulations, modifications to walls and fences, and reorganization (in part) of the Town's Zoning Ordinance.

The Town made a few amendments during the 2010 decade. These amendments included modifications to the Special Use Permit process in November 2012. There were also modifications to the lighting provisions in June 2017 and the inclusion of small wireless service facilities (as required by state statute) in August 2017. The decade closed with another repeal and replacement of the hillside building regulations in May 2018, along with some minor changes in 2019 to the Managerial Special Use Permit process and the cluster plan zoning (in response to the Ironwood Golf Villas subdivision off Scottsdale Road at the Indian Bend wash).

The predominant amendments to the Town's Zoning Ordinance in the present 2020 decade include changes to align with state statute on marijuana establishments and the provision of a Managerial Special Use Permit process for personal wireless service facilities.

In 2023 an item was added to the Community Development Budget for a 'Unified Procedural Manual' that was intended to improve building and development experiences for all users. The \$200,000 item has appeared in the FY24 and 25 approved budgets.

During the past two years some other efforts have also been in process that assisted in the overall goal of improving user experience. Accela system development has, and continues to improve access to process and information, while adding efficiency to staff reviews. SOP's (standard operating procedures) and checklists are also being created to assist in understanding various processes and their required order of operations. Additionally, the Town website updates and planned major improvements continue to be used to clarify requirements of development processes.

When considering the utility and planning for a procedural manual, staff has considered all of the component parts. Some changes already in process are mentioned above, but a desire to consider the zoning code itself became task one needing evaluation. In order to facilitate a swift and thorough check of needs and issues, staff entered into a Professional Services Agreement (No. CON-25-012-ENG) on September 12, 2024 with Michael Baker International, Inc. This consultant was selected based upon their knowledge of zoning codes generally, and previous experience with the Town and our zoning code

Based upon information obtained, interviews with staff, and their own review, the attached Zoning Ordinance Analysis was provided in December of 2024. Their work considered supporting documentation, the General Plan and the content, wording and organization of the code itself.

Based upon the review, the consultant recommended a suggested action plan that includes changes required for legal compliance, refinements and clarifications to ensure maximum usability and clarity, updates based upon user experience and best practice

and overall document reorganization to better match the Town code and more typical municipal codes.

RECOMMENDATION:

Authorize the Town Manager to execute contract No. CON-25-012-ENG with Michael Baker International, Inc. in the amount not-to-exceed \$129,510 for Professional Services relating to updating the Town's Zoning Code.

BUDGETARY IMPACT:

The current budget includes the remainder of the original \$200,000 allocation and this contract will not exceed \$129,510 for an overall budget maximum of \$160,690. The original contract was not to exceed \$31,180.

ATTACHMENTS:

- A. Staff Report
- B. CON-25-012-ENG, MBI
- C. Zoning Code Analysis



**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
MICHAEL BAKER INTERNATIONAL, INC.**

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (this “First Amendment”) is entered into as of May 8, 2025, between the Town of Paradise Valley, an Arizona municipal corporation (the “Town”), and Michael Baker International, Inc., a Pennsylvania company (the “Consultant”).

RECITALS

A. The Town and the Consultant entered into Professional Services Agreement, No. CON-25-012-ENG, dated September 11, 2024, for the Consultant to assess the Town’s Zoning Code and provide a technical memorandum regarding updating the same (the “Agreement”).

B. The Town has determined that additional services by the Consultant are necessary to complete a comprehensive update of the Town’s Zoning Code (the “Additional Services”).

C. The Town and the Consultant desire to enter into this First Amendment to (i) extend the term of the Agreement, (ii) modify the scope of work to include the Additional Services, and (iii) provide for an increase in compensation to the Consultant for the Additional Services.

AGREEMENT

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

1. Incorporation of Defined Terms. All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

2. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until September 30, 2026, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

3. Scope of Work. The Consultant shall provide the Additional Services as set forth in the additional scope of work attached hereto as part of Exhibit 1 and incorporated herein by reference.

4. Compensation. The Town shall increase the compensation to the Consultant by \$129,510.00 for the Additional Services at the rates set forth in the additional project budget attached hereto as a part of Exhibit 1 and incorporated herein by reference, resulting in a total compensation of not-to-exceed \$160,690.00.

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

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

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

8. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees that it will not, for the duration of the Agreement, as amended, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Consultant becomes aware that it is not in compliance with this paragraph, the Consultant shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Consultant fails to provide a written certification that the Consultant has remedied the noncompliance within 180 days after that, the Agreement shall terminate unless the termination date of the Agreement occurs before the end of the remedy, in which case the Agreement terminates on its termination date.

[SIGNATURES ON FOLLOWING PAGES]

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

“Town”

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation

Andrew Ching, Town Manager

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Consultant”

MICHAEL BAKER INTERNATIONAL,
INC., a Pennsylvania corporation

By:  _____

Name: Tony Cabrera, PE

Title: Vice President - Office Executive

EXHIBIT 1
TO
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
MICHAEL BAKER INTERNATIONAL, INC.

[Scope of Work and Project Budget]

See following pages.

March 21, 2024

Mr. Chad Weaver
Community Development Department
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, AZ 85253

RE: Zoning Code Update – Scope and Fee

Dear Mr. Weaver:

Based on the completed Zoning Code Analysis and our review discussions with staff, I am pleased to provide the Town of Paradise Valley with our revised understanding of the project scope and cost estimate to facilitate planning services for the comprehensive update of the Town of Paradise Valley Zoning Code.

Our fee to provide services is based on our understanding of the proposed scope of work. Please feel free to call myself or Robbie at your convenience should you have any questions or wish to discuss this proposal in further detail. I can be reached directly at 602.798.7513 / 480.250.6829 or at matthewk@mbakerintl.com.

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC.



Matthew Klyszeiko
Department Manager – Planning

Attachment A: Scope of Work

Attachment B: Project Budget

ATTACHMENT A

SCOPE OF WORK (SOW)

PHASE I: DIAGNOSE

Task 1.1 Project Coordination and Management

This Task includes facilitating typical project management responsibilities such as project planning, schedule management, quality assurance, and quality control for all work conducted. We will schedule and facilitate project planning meetings with key staff at specific project intervals, and/or before any public meeting or workshop.

Task 1.2 Preparation of an Annotated Outline

An annotated outline will be prepared to provide a preview of a draft new ordinance structure by illustrating a chapter-by-chapter detailed description of the entire codes' contents in an outline format to explicitly identify the intended changes and rationale for changes. The annotated outline will serve as the "roadmap" for the zoning code reorganization process and will include:

- An overview of the structure and organization of the Code.
- Descriptions of all new or significantly revised sections of code.
- Description of the recommended approach and commentary explaining the rationale behind the recommendation.
- Notations of obsolete areas removed, and new content introduced.
- Notations of where previous code content has been included.

PHASE II: DRAFT

Task 2.1 Preparation of the Discussion Draft Updates

The draft ordinance language will be based on the findings of all prior Tasks and be limited to addressing issue areas agreed upon and discussed within the Zoning Ordinance Analysis only, unless otherwise noted below.

Due to the sheer volume and complexity of the information within this effort, Michael Baker recommends managing the draft ordinance development process through a series of "modules". The preliminary number and sequence of the modules will consist of the following:

- **Module 1:** Code reorganization
- **Module 2:** Ordinance language cleanup and changes to ensure compliance with Arizona Revised Statutes
- **Module 3:** Major code language, section changes, and graphic enhancement for usability and clarification
- **Module 4 (Additional Services):** Development handbook & application updates

In addition, each initial module draft will contain footnotes and highlights describing the rationale for new standards and procedures as well as include tables and charts to aid in describing zoning themes or concepts. In order to avoid costly rework, sample illustrations and placeholders will be used at this draft stage for the purpose of reaching agreement on style, content, and clarity.

Task 2.2 Town Staff Review and Comment of Draft Module

We will meet with Town staff to introduce each draft module. For each module, staff will be provided with a hands-on introduction to new language or key focus areas of each module. For each module, staff will be provided with a digital copy for internal review and comment by all Town departments, including, legal counsel. The Town's project manager will consolidate all internal staff comments into one master comment matrix. We will then use the comment matrix to conduct detailed staff review meetings for each module before commencement of Task 4.1.

Task 2.3 Enhanced Zoning Graphics

Michael Baker will prepare a maximum of ten (10) computer renderings to illustrate key zoning themes or concepts. The illustrations will be developed concurrently with each zoning module as needed.

PHASE III: PUBLIC OUTREACH

Task 3.1 Community meetings / Public Review

Due to the complexities of the zoning ordinance, it has been our experience that the facilitation of multiple code specific community meetings can foster workshop "fatigue" and cause residents to lose interest in participating in the process. Therefore, it is our recommendation that community workshops should be held to a minimum, and focus on review of key issues that were identified as a priority or central focus of community dialogue or debate as a result of preliminary community and staff meetings.

These community workshops will utilize multi-media presentations to give a brief overview of identified issues, along with explanations and the rationale used in the creation of the proposed revisions. Within this community meeting/workshop approach, this scope allows for up to four public meetings/open houses which could be organized as follows:

Community Meeting #1: Project Introduction & Issue Identification

Community Meeting #2-3: Draft Module Review (meetings aligned with modules 1/2 and 3 as outlined in Task 2.1)

Community Meeting #4: Final Code Review

Further, beyond reviewing the code update with the general public in a community workshop, we will also work with staff to utilize additional methods for receiving public comments, such as placing draft copies of zoning ordinance material on the Town's website and accepting email comments along with traditional walk-in questions or comments.

In order to minimize changes and avoid unexpected issues raised by Planning Commission or Town Council members during the formal adoption process, we suggest that Commission and Council Work Sessions are also held to incrementally review those modules/issues that are found to be of particular interest or focus to these decision-making bodies. This scope provides for a total of three (3) Commission and three (3) Council work sessions. These meetings should be scheduled through Town staff based on Council availability.

(Additional Services) If it is found during the Ordinance Update process that the level of zoning ordinance modifications and corresponding community participation levels necessitates more detailed discussion on specific issues (i.e. prior code interpretations, SUP properties, etc.), additional “topic focused” community workshops can be scheduled as Additional Services. At this stage, separate Commission and Council or one joint work session may also be needed to share feedback from these additional outreach efforts.

PHASE IV: DELIVER

Task 4.1 Final Codification & Updates

All modules will need to be packaged into a single coherent, readable document, with consistent format, table numbering, cross-references, and hyperlinks. At this point in the drafting process, final illustrations and graphics will also be completed and inserted into the zoning ordinance based on regulation language confirmed during Phase 2. The complete draft will be placed on the Town’s website for public review prior to formal review and adoption by the Planning Commission and Town Council.

Task 4.2 Public Hearing & Formal Adoption

To conclude the effort, Michael Baker will provide technical support to Town staff during the formal adoption process of the Zoning Ordinance Update. Team members will attend up to three (3) Planning and Zoning Commission and three (3) Town Council work sessions/hearings to complement Town staff and present specific technical aspects of the new code as well as address project related questions as part of the adoption process. Michael baker will prepare all presentation material in a format approved by Town staff. Within this Task, staff will be responsible for preparing and coordinating necessary public notifications requirements relative to formal Ordinance adoption.

Task 4.3: Client Initiated Tasks

To give staff the flexibility to apply additional resources to strategically address unexpected requests or opportunities that arise during the Zoning Code Update process, this Task sets-aside funds to be used only as needed and only when specifically directed by staff in writing.

ATTACHMENT B

PROJECT BUDGET

Associated fees do not include any scope items identified as “Additional Services”. Additional Services tasks may be facilitated through Task 4.3 or via separately negotiated scope and fee proposals.

Project Budget	Total Fee
Project Components	
Phase 1 - Diagnose (Sub-Task 1.1 - 1.2)	\$9,000
Phase 2 – Draft (Sub-Tasks 2.1 - 2.3)	\$60,260
Phase 3 – Public Outreach (Sub-Task 3.1)	\$17,390
Phase 4 - Deliver (Sub-Tasks 4.1 - 4.2)	\$15,860
Client Initiated Tasks (Sub-Task 4.3)	\$25,000
Subtotal	\$127,510
Reimbursable/Ancillary Services (mileage, lodging, meals, reprographics, public meeting materials, translation services)	\$2,000
Lump Sum	\$129,510

Town of Paradise Valley

Zoning Ordinance Analysis

December 2024

Prepared for:



Town of Paradise Valley
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1. INTRODUCTION AND BACKGROUND

The Town of Paradise Valley has embarked upon an effort to review its Zoning Ordinance (“Ordinance”), which was last reviewed comprehensively in 2005. Since that time, the Ordinance has been amended from time to time to respond to the changing needs of the community and address impacts of specific development proposals.

This report summarizes the findings of a technical review of the existing Paradise Valley Zoning Ordinance performed by the Town’s professional land use and zoning consultant, Michael Baker International. This report also introduces recommendations for structural and content changes that set the direction for the preparation of a comprehensively updated, modernized Zoning Ordinance.

1.1. Process Overview

The goal of Phase 1 is to gather observations and best practices from staff and the consultant to reach a general agreement on proposed revisions and address any unresolved issues. Establishing this project “road map” early is crucial, as significant, or new, changes during the drafting process can lead to wasted time and effort. Clear policy direction at this stage ensures an efficient drafting process and a consistent final product. This report is intended to be general, with specific details of individual regulations to be thoroughly examined in the next phase. Additionally, as discussions with town staff and stakeholders continue, the information presented here will likely evolve and be refined in future phases.

1.2. Key Goals

The key goals draw upon preliminary information described in the project scope and initial observations made by town staff at the project kick off meetings on September 23, 2024. The following overarching project needs and goals were developed (in no particular order) to help guide the Ordinance Update process:

- Identify existing inconsistencies, conflicts and duplications.
- Ensure compliance with Arizona Revised Statutes.
- Benchmark select zoning concepts and processes against other peer municipalities.

1.3. What We Heard

The Zoning Ordinance significantly influences the daily lives, jobs, and activities of Paradise Valley residents by regulating the land and shaping the areas where they live, work, and play. To ensure the updated Zoning Ordinance effectively governs the town’s built environment, it is essential to gather input from those who regularly use and depend on the ordinance in their professional roles, as well as in public hearings to evaluate the suitability of various development application requests.

As part of initial reconnaissance efforts, on September 23, 2024, the project team conducted a kick-off meeting to identify key issues and challenges associated with the current zoning ordinance. This section summarizes the views expressed at the meeting as well as those provided to the project team via other means. In no order, the observations and Zoning Ordinance Update needs include:

Article	Proposed Change:	Reason:
	SUP Sign Amendments be MINOR	Align with current processes
Article 7, Section 702 4	R-18/A Pool Setbacks	Issue on smaller lots, adhering to larger setbacks
Section 2207 2b	Cantilever	Negative impact/additional disturbance
Section 1023	Lighting Compliance?	Homes/resorts below hillside shielding up in home in hillside. "Hooded/shielded" clarification.
Article XXIV Section 2413 & 2404	Walls/fences on major arterials allowed at 8' tall - Gates	Clarify language to allow gates on adjoining major arterial streets to have a maximum height limit of 8' tall. Gate match wall height.
Article XXIV	Combo View fence along side or rear with frontage	Consider a combo view fence be allowed at a 10' setback at a side or rear yard adjoining a right-of-way - overall hedge maintenance agreement on side/rear adjacent to ROW?
Article XXIV 2407(b)	Retaining wall height	Update language to identify that the height of the retaining wall is measured from the low side of grade (either finished or natural grade, whichever is lower).
Article XXIV 2404	Grade difference between properties, pertaining to common wall Interpretation?	Add language to address the issue when the neighboring property lowers their grade and its effects on the height measurement of fence since it is measured from the low side of natural grade
Article XXIV	Raised outdoor living areas - clarify and add requirements	Add language to the code (similar to hillside code) in which raised outdoor living areas (raised decks, platforms, etc.) must meet pool/spa setback. Require setback?
Article X 1001(D)	30-Day Rental Limit	Recommend removing last part of the sentence "and such rental shall be for less than a contiguous 30-day period." Issue that this is worded incorrectly
Article XXII 2307 & Interpretation	How calculate 50% on nonconforming structure	Codify the zoning interpretation (roof square area and exterior lineal footage)
Various	Consider codifying all or part of the zoning interpretations at https://www.paradisevalleyaz.gov/775/Zoning-Interpretations	Please review all and provide guidance

Article	Proposed Change:	Reason:
Guidelines	Special Use Permit Guidelines	It had been years since this were reviewed/approved. Some Council mentioned adding FAR guidelines.
Article II & XVII	Review to make sure the Assisted Living Home provisions meet current state/federal requirements	Idea of increasing the 1320' radius or other changes?
Article II	Rear yard - See what other communities do to determine	Staff many times has issues in determining the rear yard particularly of odd-shaped lots or what is opposite results in two rear yards. May require no edits, but good to discuss
Various	Keeping of animals - new state law? Provide more clarity.	The Zoning Code covers horses, but there is limited information on the keeping of other animals (goats, pigeons, etc).
Various	Pickleball/Game Courts	These follow the game court guideline and not tennis courts. Hot button issue for 2024 - case studies?
Article 12, Section 1211.B	Removed this section or modify it so a building permit for the approved improvements must be obtained within the 5-year time from noted in Section 1211.A. State law alteration?	Sections 1211 A&B appear to conflict with each other. Section A states the CUP is good for 5 years and Section B identified they need to get a building permit within 1 year of the approval. I would like to change Section B to identify that a building permit must be obtained within 5 years of the CUP approval OR look at changing the time frames in both Sections A&B.
	Ground Mounted Solar - Flat Land (Provide guidance)	Is this considered 'mechanical equipment' warranting screening? Under 6' in height, meets fence wall setbacks. Over 6', meets accessory structure setbacks. FAR?
Article 25	Subdivision Signage	Number of signs allowed & approval process. Council approval? Follow Managerial SUP process?
Hillside	Undisturbed Area	Undisturbed vs Restored - If planting and trenching for watering is added to disturbed area would it be considered disturbed then?
Various	Application expiration	There is currently no expiration for applications other than a Hillside or pre-application. Applications can stall or just sit with no action being taken.
Various	FAR & Lot Coverage	Clarify the difference between FAR and Lot Coverage throughout the Ordinance

2. ZONING CODE ANALYSIS

The following pages of this report discuss the individual sections of the existing Paradise Valley Zoning Ordinance in greater detail. This section-by-section analysis includes additional observations, comparisons to other codes/practices and recommendations directly from the consultant team regarding the status of the existing Zoning Ordinance.

Again, this section is intended to highlight the primary issues and recommendations impacting the Zoning Ordinance today based on project objectives and Ordinance needs expressed by town staff, as well as the consultant team's technical experience. The work of identifying specific, detailed solutions to individual regulations and/or observations will occur during a subsequent process.

2.1. General Observations

General Plan Comparison

Paradise Valley, Together, ratified in 2022, represents the community's overall vision for where and how it wants to grow and develop in the future. The Code is one of the primary tools for implementing that vision and should reflect the plan's goals, policies, and actions concerning the long-term physical development of the Town.

One of the strengths of Paradise Valley's General Plan is that it included robust community involvement as part of the development and approval process. Consequently, the challenge of updating the Zoning code is to align with community input and provide a set of regulations that enable the incremental evolution of the Town, while preserving the unique qualities that define the Town's built character and sense of community.

In order to achieve this outcome, the General Plan outlines several conditions that directly relate or align with specific aspects of the Zoning code update such as:

- Favor utilizing the Town's long-standing Special Use Permit zoning (SUP) process to guide future development outside of single-family homes. The Town's SUP process is used more comprehensively than other communities to ensure compatibility between non-residential and residential uses, with a specific focus on preserving the principal single-family residential character of the Town.
- Maintain the Town's primarily owner-occupied low-density residential character while allowing less than one acre per residence housing only as allowed by the Town Zoning Code or on Special Use Permit resort properties.
- Through the Outdoor Lighting and Illumination and Hillside Development zoning regulations, shall minimize outdoor lighting pollution and uses that are inappropriately directed or excessive illuminated, or found to be unnecessary.
- Through its Hillside Development zoning regulations, shall require new development and remodel/additions to avoid the creation of excessive glare that makes seeing difficult due to the presence of reflected sunlight from material types and paint color or artificial light from outdoor lighting fixtures and landscape floodlights.

- Evaluate and amend, as necessary, the Landscape Design Guidelines to address public landscape design along our public rights-of-way and associated open spaces, integrate applicable components of the Visually Significant Corridor Master Plan, and incorporate a native, drought tolerant, low water use plant list. In addition, consider incorporation of the key provisions of the Landscape Guidelines into the Zoning Ordinance.

Other Documents

Visually Significant Corridors Master Plan

The Visually Significant Corridors Master Plan was adopted by the town via resolution in 2018. Developed with community input and professional guidance, the plan aims to enhance the visual appeal and quality of life along key corridors, specifically Lincoln Drive and Tatum Boulevard. It outlines guidelines for streetscape improvements, including landscaping, lighting, and pedestrian amenities, to create cohesive and aesthetically pleasing environments. The plan is divided into sections detailing design guidelines for different character zones, existing conditions, and implementation strategies, emphasizing the preservation of mountain views and the town's unique character.

Storm Drainage Design Manual

The Storm Drainage Design Manual for the Town of Paradise Valley, Arizona, provides comprehensive guidelines for managing stormwater, floodplains, and erosion. It outlines standards and methodologies for preparing drainage reports and grading plans, ensuring compliance with federal, state, county, and town regulations. The manual covers floodplain management, stormwater storage, street drainage, channel conveyance, and stormwater quality, emphasizing the preservation of natural wash corridors and the use of low impact development techniques. It also includes requirements for drainage easements, grading permits, and maintenance agreements, aiming to protect both the environment and the community from flooding and erosion hazards.

Special Use Permit Guidelines

The Special Use Permit (SUP) Guidelines for Paradise Valley outline standards for non-residential developments, including lighting, open space, and specific criteria for resorts, medical offices, religious facilities, country clubs, and guardhouses. These guidelines ensure developments are compatible with the town's character, minimize impacts on adjacent properties, and provide clear standards for building heights, setbacks, parking, and signage.

Landscape Guidelines

The Landscape Guidelines for Paradise Valley, adopted in 1996, aim to enhance the natural environment with tree-shaded streets, native plants, and desert-compatible landscaping. Key points include planting canopy trees at 30-foot intervals, maintaining landscaping in a healthy condition, screening parking areas, designing recreational paths with desert-colored materials, and screening utility boxes. The guidelines also recommend low-water-use plants and advise against allergen-producing species.

Document Organization

Most individuals who reference the Zoning Ordinance, particularly those who do not use the Ordinance on a regular basis, desire to quickly find information to answer specific questions they may have. With the current format of the Ordinance, this outcome is generally feasible, however it could be improved.

The hierarchy of the Ordinance document utilizes a format sequence that references primary headings as “Articles” which are listed in roman numerals. Each Article is then divided into associated “Sections” which are identified with a corresponding three-digit number that begins with the Article number.

While this approach is straightforward and workable for the size of this Ordinance, a more intuitive listing of Article (e.g. Chapter) headings to organize the Ordinance could help to make the document more user friendly. For example, grouping all districts within a single “Zoning Districts” Article or grouping formal zoning procedures in an “Administrative Procedures” Article could help casual users better navigate the document while also allowing them to become more informed about the hierarchy of the individual Ordinance sections.

Further, placing each zoning district and its associated permitted uses in individual sections separate from development standards for the districts requires users to “flip” to multiple sections for information on the same topic. A preferred format is to group permitted uses, development standards, and design guidelines together and place them into one unified article/table. For example, zoning districts would be combined with permitted uses into one article/table with development standards for all zoning districts in another article/table. This would allow a user easy navigation of the Ordinance to quickly identify zoning type, permitted uses, and development standards.

Furthermore, the goal of the new document should be to place frequently used information earlier in the document where it can be easily referenced, and place more technical and seldom used information later in the Ordinance for reference only as needed. Conforming to this approach would consist of organizing the Ordinance more in the logical order of the land development process (i.e., what is allowed in my zoning district?, what can I build?, how do I build? I want to make a change?) by placing all language related to zoning districts, permitted uses, and development standards ahead of language related to administration, zoning procedures, enforcement, and nonconformities.

Document Format

Once an intuitive regulatory hierarchy is established, a more comprehensive and nuanced numbering system, similar to that in the Town Code (Figure 1), should be utilized, and each page layout should be revised so that specific reference standards are communicated more effectively.

Figure 1: Document Hierarchy

CHAPTER 3 ADMINISTRATION

Article 3-1	<u>OFFICES IN GENERAL</u>
3-1-1	Offices ^{446 614 2023-04}
3-1-2	Additional Offices ^{614 623 687 2018-12 2020-01 2023-04}
3-1-3	Bond
3-1-4	Vacancies; Holding More Than One Office
3-1-5	Additional Powers and Duties
3-1-6	Oath of Office
3-1-7	Criminal History Record Information for Employment and Licensing Purposes and for Public Safety Volunteers ⁴²²

Currently, the intended hierarchy of the code language is obscured by the absence of effective indents, margins, reference numbers, and paragraph spacing. The monotonous text layout used within most sub-sections immediately discourages the user, and ultimately, impedes the effectiveness of the document. When evaluating the extent of numbering system changes, consideration for cross referencing amongst other Town code documents and/or applications will need to be contemplated to avoid creating unintended conflicts between these coordinated documents.

Last, the header on each page simply says, “Zoning Ordinance”. We feel that the inclusion of a running header with the article number and title would be useful and would help the user when navigating through the ordinance.

Document Graphics

Lengthy sections of uninterrupted text are hallmarks of typical zoning codes. Unfortunately, the Town’s code fits this description. The zoning code should be more effectively communicated by consolidated tables and/or concise illustrations. The use of tables and graphics can be a quick and effective way to clarify specific regulations. When used properly, tables and graphics can communicate information without eliminating the regulatory details needed to support desirable development outcomes and answer day-to-day questions that arise in the enforcement of the ordinance.

Graphics should only be used however to provide clarity and illustrate specific regulatory intent. Images used just for the sake of making the ordinance more attractive often do more harm than good by creating confusion. Examples of graphics which could be included are shown below in Figures 2 & 3.

Figure 2: Setbacks

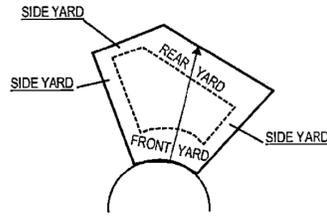
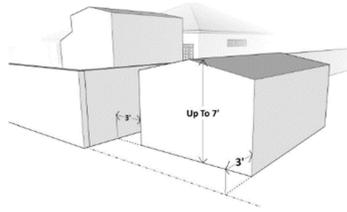


Figure 3: Accessory Building Setbacks



Zoning Interpretations

Over the course of time there have been numerous zoning interpretations that have been made as questions arise from users of the Zoning Ordinance. While some of those interpretations have been incorporated into the text of the ordinance there are many that have not been. Table 1 below is a list of the interpretations that have not been codified in the zoning ordinance. If an interpretation is not found in this table, the project team determined that it was either already codified or was not applicable to the Zoning Ordinance.

Table 1: Zoning Code Interpretations for Codification

Subject	Code Section Affected	General Explanation	Action
Accessory Structure Area	Section 1005	The area of accessory structures is compared to the main building's area based in the space within the exterior walls at ground level, including roof projections of covered patios and similar structures.	Add "ground area" definition to definitions article
Attached Structure Requirements	Article X	Structures are considered attached to the main building if connected by a continuous roof, with an opening between them not exceeding 20 feet, and must blend architecturally.	Codify into appropriate article/section of the Zoning Ordinance
Basements and F.A.R.	Section 1001	A partially subterranean basement is classified as a basement if more than 50% of its volume is below grade, with the above-grade portion included in the Floor Area Ratio.	Codify into appropriate article/section of the Zoning Ordinance
Building setbacks on lots adjacent to tracts	Section 1001	Lots adjacent to tracts are subject to either Side or Rear Setback requirements based on lot orientation, a outlined in Section 1001 District Regulations.	Codify into appropriate article/section of the Zoning Ordinance
Cantilevered and Raised Decks	Sections 1008 and 1010 (B)	Cantilevered or raised decks below three feet above grade can extend two feet into the setback and are excluded from the FAR, while those above three feet must comply with setbacks, include the area beneath in the FAR, and count towards building height.	Codify into Sections 1000 & 1010 of the Zoning Ordinance

Subject	Code Section Affected	General Explanation	Action
Chimney Height/Decorative Shrouds	Article X	Chimney height including shrouds, must not exceed building height, except within 10 feet of the main building and then the height of the chimney and decorative shroud may exceed the building height by 3 feet, or a height of 24 feet, whichever is greater. A chimney at the ridge of a 24-foot roof may not have a decorative shroud.	Codify into Article X of the Zoning Ordinance
Cluster Plan Guest Houses	Section 2109	Guest houses may be permitted on lots in R-43CP or R-35CP zoning if the lot size remains the same as when the original Cluster Plan was approved. However, lots reduced in size cannot have guest houses.	Codify into Section 2109 of the Zoning Ordinance
Construction Commencement	Section 1005B	"Actual commencement" of the main building is marked by the payment of building permit fees and activation of the permit, allowing for the construction of a six-foot perimeter wall prior to footing excavation to enhance site security.	Codify the determination of actual commencement into Section 1005B.
Construction Trailers, Dumpsters, Storage Containers, Port-A-Potty & Security Monitoring Equipment	Section 1014 (Section 1014 has been repealed)	Construction trailers, storage containers, and port-a-potty must meet setback requirements, with approval needed for placement and duration, while security and monitoring equipment has height and setback limitations.	Section 1014- Code states section 1014 has been repealed. Codify into appropriate section of Article X.
Courtyard	Section 2411	Accessory structures in a courtyard wall must meet accessory structure setbacks unless the courtyard is included in the F.A.R., in which case they must meet building setbacks.	Codify into Section 2411 of the Zoning Ordinance and potentially Article X
Courtyards	Section 2411	A courtyard is included in the 25% maximum F.A.R. if the 4th or additional sides of the house enclose enough of the courtyard to qualify as part of the structure.	Codify into Section 2411 of the Zoning Ordinance and potentially Article X
Decorative Features for Pools & Spas	Section 1005	Decorative features around pools and spas under six feet must meet fence/wall setbacks, while those over six feet are treated as accessory structures and must meet accessory structure setbacks.	Codify into Section 1005 of the Zoning Ordinance
Detached BBQs, Fireplaces, Fire Pits & Sculptures	Section 1005	Detached BBQs, fireplaces, fire pits, and sculptures under six feet must follow fence wall setbacks, while those over six feet must meet accessory structure setbacks.	Codify into Section 1005 of the Zoning Ordinance

Subject	Code Section Affected	General Explanation	Action
Existing Accessory Buildings & New Single-Family Residences	Section 1005	Existing detached accessory buildings may remain if a new single-family residence is constructed, provided the new home meets all zoning requirements and a building permit is submitted before the demolition of the existing home.	Codify into Section 1005 of the Zoning Ordinance
Expiration of Hillside Applications	Section 2005	Hillside applications expire if no building permit is submitted within 18 months, with possible extensions granted under specific circumstances.	Codify into Section 2005 of the Zoning Ordinance
Fence setbacks from alleys	Section 2404(B)	Fence setbacks are required for properties adjoining local, collector, and arterial streets, but not for properties adjoining alleys or non-street right-of-ways, as these do not serve as primary access routes.	Codify into Section 2404 of the Zoning Ordinance
Flag Lot Yard Designations & Setbacks	Section 1002	Flag lots are treated like cul-de-sac lots, with the front yard and building envelope determined by a radial arch from the flagpole or access easement.	Codify into Section 1002 of the Zoning Ordinance
Flagpole Height & Setback	Section 1003	Flagpoles must have a setback equal to or greater than their height, measured from the property line.	Codify into Section 1003 of the Zoning Ordinance as well as the definitions section
Game Courts (Multi-use and Basketball Courts & Hoops)	Article 24	Game courts must meet specific setbacks for play areas and poles, with one or two 16-foot lights allowed depending on court size, and setbacks for sunken courts and lighting must comply with zoning regulations.	Codify into appropriate article/section of the Zoning Ordinance
Nonconforming Structures Remodeling	Section 2302	A non-conforming structure must comply with current zoning if structural alterations or repairs exceed 50% of the original square footage, roof area, or exterior wall length within a 36-month period	Add the threshold in the appropriate section of Article 23
Plat vs. Zoning Ordinance Setbacks for Primary Buildings	Sections 908 & 1001	In specified zoning districts, setbacks follow Section 1001 of the Zoning Ordinance, while R-10 and CP zones, setbacks are based on the recorded plat or the least restrictive option if no building envelope is recorded.	Need to add to 908 Cluster Plan Procedure
R-18 CP SUP		In Via Vista subdivision, the FAR is capped at 7,000 square feet excluding the basements, with setbacks per the 1994 plat; in Cheney Estates, the livable area ranges from 2,000 to 5,000 square feet, with accessory buildings limited to 50% of the main residence.	Initial review suggests this is a one-off interpretation of the mentioned plats and does not need to be addressed within the code.

Subject	Code Section Affected	General Explanation	Action
Section 1005A Ground Area	Section 1005A	Ground area is defined as the first floor of a structure, including livable space, storage, covered patios, attached trellises and garages, but excluding overhangs. Accessory buildings and structures cannot occupy more than half of this ground area and must comply with the height limits in Table 1001B of the Town Zoning Ordinance.	Add Ground Area to definitions
Statues & Sculptures	Article X	Setback requirements for statues and sculptures vary by height, with no setbacks for those under three feet, ten-foot setbacks for those between three and eight feet, and accessory structure requirements for those over eight feet.	Potentially add to Height and Area Regulations
Basements and subterranean outdoor space in F.A.R. calculations and setbacks	Article X	Basement exits must meet setbacks and area included in the FAR, if exceeding specific dimensions, fully subterranean areas and certain subterranean outdoor spaces are excluded from FAR calculations, with additional guidelines for amenities and retaining walls based on their height and location.	Ensure this is captured in the Height and Area Regulations
Tennis Courts	Article IV & V and/or Article X	Setbacks for tennis courts must be measured from property lines, with specific setbacks for lighting (20 feet from side and rear, 40 feet from front) and walls (20 feet for fences over 6 feet, 60 feet from the front). Non-conforming courts are allowed if part of the court meets zoning regulations and requires site plans to detail all related structures.	Ensure the setbacks are included in either the tennis courts sections of R-175 and R-43 or in the Heights and Area regulations
Trampolines	Article X	Trampolines are classified as recreational structures, requiring them to adhere to swimming pool setback regulations and limiting their height to 6 feet; trampolines exceeding this height must follow accessory structure regulations.	Ensure the setbacks are included in Height and Area Regulations
Underground Driveways and Underground Garages	Article X	Underground garages and driveways are permitted with height measured from the Lowest Natural or Restored Grade, restored grades around the garage, no visible garage doors from the street, compliance with Fire Department standards, and adherence to setback and FAR requirements for retaining walls over 6 feet.	Codify into Article X of the Zoning Ordinance. May consider including a graphic example of this

2.2. Article 01 – Title, Purpose, and Interpretation

Article 01 contains a common language that sets out the purpose of the ordinance for the town. We find that the existing language is routine and consistent with the purpose of a modern-day zoning ordinance.

Much of the existing language is standardized and generally satisfactory. However, we suggest a subtle refinement of the language, organization, and the addition of provisions found later in the Ordinance be considered.

2.3. Article 02 –Definitions

Definitions are an integral component of zoning ordinances. They should provide the single definitive source of information that effectively clarifies the intent or specific meaning of provisions and avoids the need for users, staff, or decision makers to subjectively interpret the Zoning Ordinance.

Currently, the list of definitions in the Zoning Ordinance appears to be complete, however, in tandem with the rewrite of each section of the Zoning Ordinance, the definitions should be reviewed and revised as appropriate. They should also appear at the latter sections of the Zoning Ordinance, since most Ordinance users do not typically need to refer to the lengthy specific definitions to understand how the Ordinance applies to their specific need or inquiry. Additionally, definitions for specific topics such as Hillside and Personal Wireless Service Facilities are located within their respective sections. It would be our recommendation that all definitions be moved to the same section.

2.4. Article 03 – Districts, Boundaries and Amendments

This Article establishes the zoning district classifications in paragraph format without providing a purpose statement for each district, as well as the zoning map and zoning map district boundary determination language regarding the rules that guide the uncertainty of actual zoning district boundaries illustrated on the map, rules for establishing zoning in newly annexed areas and the rules for establishing the zoning of newly vacated streets.

Additionally, this Article addresses procedural requirements for a zoning amendment which as part of the reorganization of the ordinance we would suggest the town consider placing under a new “Administration Procedures” article. More detail regarding other stand-alone zoning procedures is also needed, such as clarifying procedural differences between zoning text and map amendments, as well as clarifying the General Plan Amendment and Variance processes (see section 2.8 for more detail). Within each of these procedures, several pieces of key information (such as flow diagrams, application material, posting/noticing information, etc.) appear to be missing, and should be included to encourage more consistent implementation.

2.5. Articles 04-08 - Single Family Residential Districts

These Articles contain the purpose and use regulations for each of the residential zoning districts identified in Article 4 – Zoning Districts & Boundaries

Due to the nature of Paradise Valley consisting of mostly Single-Family Residential zoning districts, these articles are likely some of the most frequently used by staff and the development community. As such, it is imperative that its content is accessible, orderly, and provided in a clear manner. That said, the following analysis will bring attention to a variety of items that should be considered for revision. Additionally, this analysis will provide commentary on certain items such as uses and development standards along with associated recommendations.

The current format of these Articles needs reorganized in a manner that places all permitted uses in one article. This approach would combine the residential zoning district articles into a more user-friendly, understandable format that will be easier for users to navigate and staff to administer. For example, currently, the Zoning Ordinance lists permitted uses in lengthy sentences whereas, the new format would include one easy-to-read table of permitted uses for all single-family residential districts that will identify permitted, conditional use and not permitted uses for all the zoning districts.

Another area of improvement that would make the zoning ordinance more user friendly is the establishment of a “supplemental use standards” section. This section would provide further guidance for unique uses that may be permitted by right or conditionally permitted in a particular zoning district, but by virtue of their unique nature, the type of use may require additional development standards to mitigate or buffer their operational characteristics. Examples in the Single-Family Residence districts would be the following uses are currently recognized as permitted with additional guidance: the keeping of horses, tennis courts.

Furthermore, the introduction of an additional column in the future “allowed uses table” that identifies where “Supplemental Use Regulations” are located within the Zoning Ordinance is a needed addition. Once a user locates a specific use type in the permitted use table, rather than require them to navigate through the remaining sections of the Zoning Ordinance to determine if (at all) there are any additional regulations associated with that use, this simple column can be utilized to directly guide the user to applicable regulations.

Table 1: Example Table of Allowed Uses

Use Category	Specific Use Type	P = Permitted Use S = Special Use Permit X = Prohibited Use		
		Zoning Districts		
		R-43	R-35	Supplemental Use Regulations
Residential Use Category	Assisted Living	P	P	X.X.X
	Home Occupation	P	P	X.X.X
	Tennis Court	P	X	X.X.X

In terms of the list of uses, their descriptions should be reviewed to ensure they are sufficient to accommodate modern development. A more comprehensive list of uses that is consistent with current development trends should also be considered for all general zoning districts.

2.6. Article 09 – Cluster Plan

This article outlines the regulations and procedures for the Cluster Plan District in the Town of Paradise Valley. This district serves as an alternative to the R-43 and R-35 single-family residential districts, allowing for variations in lot sizes within tracts of eight acres or more while maintaining open space requirements. Tools like this are extremely common in zoning ordinances and are generally very effective in promoting creative development approaches.

The current format of this article is organized in a generally understandable manner and addresses alternative development standards within the district along with the procedural requirements staff uses to implement the district. As this district is similar to that of an overlay district found in other zoning codes it would be our suggestion that the content in this article remain within its own article with only minor potential revisions necessary.

2.7. Article 10 – Height & Area Regulations

This Article consists of development standards for single family development as well as those associated with variety of other development types, such as tall structures, flagpoles and antennas, and medical marijuana facilities. Additionally, this article contains the outdoor lighting and illumination requirements for the town.

Having an article for general development standards is important for any Zoning Code; however, portions of the content in this Article should be dispersed throughout the Code either as a stand-alone Article or perhaps as supplemental regulations.

While the content of each item in this Article will be evaluated for clarity, completeness and desirability, the following list is representative of sections that we suggest the town consider moving to a new “General Provisions”, or other appropriately named section in the zoning ordinance or to their own Article:

- Section 1005. Accessory Building/Structure Regulations – In addition to moving this section, changes may need to be made to ensure these regulations are compliant with recently adopted state law (SB1415).
- Section 1007. Parking of Vehicles and Trailers
- Section 1023. Outdoor Lighting and Illumination – In addition to moving this section, this section will be reviewed to ensure it aligns with current best practices and addresses all types of lighting technologies.
- Section 1026. Prohibition of Time-Share Projects
- Section 1027. Prohibition of Specific Types of Medical Marijuana Facilities and Other Marijuana-related Facilities or Uses

2.8. Article 11 – Additional Use & Special Uses

This Article combines additional regulations for specific types of uses that require review and approval on a case-by-case basis, while also providing specific detail on procedural conditions associated with Special Use, Conditional Use, and Temporary Use permit requests.

Although this zoning code update does not contemplate robust changes to the applicability or procedural aspects of the Towns long established Special, Conditional, or Temporary Use permit processes, adding (for new terms or uses) or removing (out of date terms or uses) specific use types may be necessary. The modern approach to use regulation focuses on the impacts of the use. Thus, use standards in this section should directly reflect reduction of potential impacts, which also helps to limit unnecessary over-regulation.

More specifically, review of what specific use guidelines are captured in this Article, what they include/address and how these regulations are applied is needed. To ensure regulations associated with specific use types are universal in their application, it is recommended that this Article be dedicated to a listing of uses and any unique conditions associated with them.

With the application of this formatting change, each Use Permit application, along with its associated administrative detail, would be moved to a standalone “Administrative Procedures” Article that would further include all other Town specific zoning procedures. This organizational change would also allow associated regulations, like Special Use Permit Guidelines (see Section 2.19) to be relocated and combined with like regulations as well as allow all administrative procedures to be located in a centralized location where common procedures can be consolidated, which removes excessive redundancies and makes the overall code more succinct and user friendly.

2.9. Article 12 – Personal Wireless Facility

Although not expressly identified as a topic of immediate concern as this article was recently updated, it is appropriate to ensure the provisions within the article properly regulate the ever-changing technology associated with wireless telecommunications and are in line with the most recent version of Federal Law.

In that regard, we feel that this section may need to incorporate a list of exceptions for radio/tv antennae and FCC licensed amateur stations. We will also suggest that the definitions included in this section be reviewed and re-located into the “Definitions” article for unity and clarity.

2.10. Article 13 – Enforcement

Article 13 outlines the responsibilities and procedures for enforcing the zoning ordinance and delegates these responsibilities to the Building Inspector. Additionally, the article has provisions for the keeping of records and reporting procedure which ensure transparency and accountability in the enforcement process.

Enforcement is a standard part of all modern-day zoning ordinances although in most cases it is part of a larger chapter rather than its own individual article. As part of the reorganization of the ordinance we would suggest the town consider moving this information to a section within Article 1.

2.11. Article 14 – Violation & Penalty

Violation & Penalty is a standard part of all modern-day zoning ordinances although in most cases it is part of a larger chapter rather than its own individual article. As part of the reorganization of the ordinance we would suggest the town consider moving this information to a section within Article 1.

2.12. Article 15 – Certificates of Occupancy

Article 15 outlines the requirements and timing for the issuance of a Certificate of Occupancy for a building as well as for land. While an article with this information is a standard part of all modern-day zoning ordinances, in most cases it is part of a larger chapter rather than its own individual article. As part of the reorganization of the ordinance we would suggest the town consider moving this information to a section within Article 1.

2.13. Article 16 – Home Occupation

The conditions in this section consist of standard Home Occupation regulations. Although these baseline regulations generally regulate most home occupation conditions/activities, it is recognized that additional considerations may be beneficial to account for new or emerging home-based businesses as well as to account for more recent legislative changes like House Bill 2042 (the Tamale bill).

2.14. Article 17 – Assisted Living Home

Based on the definition provided in Article II, this Article addresses dwelling units shared as a primary residence by persons who are disabled. More commonly referred to as “Group Homes” in other Codes, this section must balance and address complex Federal and State laws. While the Town does apply a universal “Reasonable Accommodation” policy to account for unique conditions, this Article will require robust and legal review to ensure the Town is regulating all types of assisted living homes (group homes) in a manner that meets Town preferences, but also is in alignment with the Federal Fair Housing Act and Arizona Revised Statutes.

2.15. Article 22 – Hillside Development Regulations

The purpose of this Article is to establish standards for hillside areas which conserve and maintain the character, identity, and image of this important visual aspect of Paradise Valley. This section is one of the most comprehensive hillside ordinances within Arizona. The breadth and depth of this section creates strong controls for hillside development but can also create unintended negative impacts as it relates to viewing development on hillsides, as well as hillside development viewing flat land development.

A detailed review with Town planning and engineering staff will need to be completed to further outline select edits that may be applicable. Staff has indicated clarifying undisturbed vs. restored areas is needed and the provisions with “Cantilevers” creates a negative impact and causes additional disturbance. Interpretations on specific calculations (i.e. nonconforming structures) is also highlighted as potentially needing to be completed.

2.16. Article 23 – Nonconformance

In many communities, the Non-Conforming Use provisions are referenced by both staff and property owners to give guidance on development regulations for land developed or entitled prior to the establishment of the current Zoning Ordinance. We find that overall, the current code contains the primary non-conforming characteristics needed in a modern-day zoning ordinance; buildings/structures, uses, lots/parcels and signs.

While the basic structure of content will remain similar, we do suggest an enhancement of the progression and flow of this section. We will also suggest a possible refinement to some of the individual provisions.

2.17. Article 24 – Walls & Fences

Walls & Fences is one topic that is found in various sections of a typical Ordinance. While this ordinance has Walls & Fences as its own article, generally this topic is found under a “General Provisions” section, but also can be housed with “Landscape” requirements too. Any of the above-mentioned ways can be appropriate but will depend on how the ordinance is outlined moving forward. Our experience has shown that it is often a matter of client preference. Our approach will be to recommend that walls & fences be located under a new “General Provisions” article.

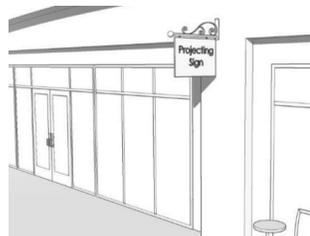
Staff has provided several areas of this Article that will need to be reviewed and potentially updated as part of this process. These areas include but are not limited to retaining wall height, combo view fencing and walls and fences along major arterials.

2.18. Article 25 – Signs

Typical sign regulations address the type, number and height of off-site or on-site signs, consideration of permanent and temporary signs, as well as the size, lighting, and design of most signs. While this article of the code does address the topics mentioned above it only does so for residential zoning districts with non-residential signs being approved as part of the Special Use Permit process. Additionally, all non-residential sign standards are found in the Special Use Permit Guidelines rather in this article. In order to better align with current best practices and land use law, we recommend updating the Signs article with some of the following suggestions:

- Suggest regulating signs by type and zoning districts, rather than by individual use.
- Incorporate tables/graphics to more clearly identify permitted sign types and design standards.

Figure 4: Example Sign Graphic



- Review the size, number, and approval process for the various sign types.
- Address trends in electronic sign technology.
- Ensure sign regulations will reflect case law guidance from the Reed v. Town of Gilbert Supreme Court decision regulating the content of signage.

2.19. Special Use Permit Guidelines

While these guidelines are not part of the Zoning Ordinance, they supplement the regulations in the Zoning Ordinance and provide a generally accepted vision for site, bulk, density, perimeter, parking, sign, lighting, and other standards for non-residential developments to ensure that these developments are compatible with their surroundings and maintain the character of Paradise Valley.

Overall, this document outlines the suggested minimum standards that developments seeking a Special Use Permit are generally expected to adhere to. Due to the importance of this document in the planning process and the fact that it has been a while since it has been updated, a more in-depth review should be conducted in concert with planning staff. As part of that in-depth review, we suggest looking at the standards in each of the sections to determine if updates need to be made to align the guidelines with current development standard best practices. It should be noted that current best practices may not align with the vision of the town and the current General Plan's Goals and Policies and thus the guidelines may not require any revisions at this time.

3. SUGGESTED ACTION PLAN

Having undertaken a comprehensive review of the Zoning Ordinance to address evolving community needs and align with modern best practices the following action plan outlines the steps necessary to implement these recommendations, ensuring the Zoning Ordinance effectively supports the town's vision for future growth and development while maintaining its unique character and compliance with state and federal regulations.

3.1. Document Reorganization

The initial step in the action plan is the reorganization of Paradise Valley's Zoning Code which would modernize and streamline the ordinance to better align with current best practices and community needs. The reorganization will involve restructuring the document for improved usability, including grouping related sections together, moving specific sections and creating new ones, and incorporating a more comprehensive and nuanced numbering system, like that in the Town Code, with the overall objective to create a more user-friendly, efficient, and effective zoning ordinance. Additionally, doing this reorganization up front will prevent duplicative work when it comes to adding and updating references as part of other code updates.

3.2. Legal Compliance

The second step in the action plan is to ensure that all sections of the zoning code are compliant with the Arizona Revised Statutes and federal laws. Each year, state and federal legislatures enact new laws that can impact the zoning codes of cities and towns. However, not all of these laws are applicable to Paradise Valley. To address this, Michael Baker will collaborate closely with town staff to review and update the existing code language. This process will involve identifying any outdated or non-compliant sections and revising them accordingly. Additionally, any new code language required to comply with recently enacted legislation will be incorporated. This will ensure that the zoning code is current and legally sound, reflecting the latest legal requirements and best practices.

3.3. Updates, Refinements, & Clarifications

The final step in the action plan involves implementing specific changes to the zoning code to ensure it is comprehensive and user-friendly. This includes updating definitions to reflect current terminology and legal standards; refining and reviewing various standards; and enhancing clarity through the use of graphics and tables making the code more accessible and easier to understand for all users. Additionally, this step will incorporate the list of items identified by staff during the project kickoff, ensuring that all initial concerns and suggestions are addressed. Furthermore, it will involve the codification of zoning interpretations that have not yet been formally included in the code to provide clear guidance and consistency in the application of zoning regulations, helping to prevent ambiguities and disputes in the future.



Action Report

File #: 25-164

AGENDA TITLE:

Discussion and Possible Action to Approve the Purchase of Equipment and Services Related to the Upfitting of Police Department Patrol Vehicles Budgeted in Fiscal Year 2025/2026

RECOMMENDATION:

Authorize the expenditure of funds budgeted in Fiscal Year 2026 related to the upfitting of four Police Department patrol vehicles in an amount not to exceed \$105,000.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY



STAFF REPORT

TO: Mayor Stanton and Town Council Members

FROM: Andrew B. Ching, Town Manager
Freeman Carney, Police Chief
Joe DiVenti, Commander

DATE: June 12, 2025

DEPARTMENT: Public Works
Joe DiVenti 480-348-3583

AGENDA TITLE:

Approve the Purchase of Upfitting Patrol Vehicle Budgeted in Fiscal Year 2025/2026.

RECOMMENDATION:

Approve the purchase to upfit of a total of four (4) vehicles:

- Contract No. CTR049799 Law Enforcement Vehicle Upfitting with LSH Lights

The four (4) vehicles will be upfitted after July 1, 2025, contingent on approval, not to exceed **\$105,000.00**.

SUMMARY STATEMENT:

The Town's Police Department is recommending upfitting of four new (4) vehicles in the Police Departments patrol fleet. The vehicles that will be received from Ford are Police Interceptor models; however, they arrive without any specialized police equipment. Our upfitter installs all necessary components, including our department-specific Axon camera system, police radio, computer gateway, and radar. In addition to this, they also equip vehicles with emergency lights, a push bumper, prisoner transport compartment, rifle rack, and a rear storage box.

The upfitter follows our customized build specifications to ensure all vehicles are outfitted uniformly. The upfitter works with several other agencies and schedules based on their availability and when they receive parts. By getting advanced approval the vendor can order parts and get us on their schedule.

The upfitting of these vehicles is contingent upon the purchase approval of the new vehicles in the FY 25-26 budget. If approved, staff will begin the scheduling process immediately at the beginning of the fiscal year as the delivery time of the vehicles could take six months or more and the availability of the upfitters is limited.

TOWN
Of
PARADISE VALLEY



STAFF REPORT

Expenditure Quotations

The Town will take advantage of prices quoted to the State through a competitive bid process.

BUDGETARY IMPACT:

The amount to complete this project is **\$104,00,00**. The amount requested in the FY25-26 budget was **\$110,000**.

ATTACHMENT(S):

- A. Staff Report
- B. Upfitting Quotes



Sales Quotation

SQ# 206262

6/3/2025



Bill To	Ship To	Account : 200245	SQ# :206262
Paradise Valley Police Department 6433 E Lincoln Drive PARADISE VALLEY AZ 85253 UNITED STATES Phone # 480.348.3597	Paradise Valley Police Department 6433 E Lincoln Drive PARADISE VALLEY AZ 85253 UNITED STATES	Terms : N30 Terms	Rep : SUPERVISOR
		Last Revised Date : 6/3/2025	
		Reference : 2025 Ford Utility	
		Ship By :	
		Page 1 of 2	

#	Item Code	Description	Quantity	Price	UOM	Tax	Amount
		Paradise Valley 2025 Explorers					
		Customer Supplied: Dock, radio, Sierra wireless, axon					
	ANGARM-00339	Angel Armor Ballistic Sheild 2020 Ford Uility DS	1	1,388.12	EA	122.15	1,388.12
		Mfg Date: Serial #:					
	ANGARM-00340	Angel Armor Ballistic Sheild 2020 Ford Uility PS	1	1,388.12	EA	122.15	1,388.12
		MFG Date: Serial #:					
	BK2019ITU20	Setina PB450L4 Alum Bumper Whelen ION's with Tri-Color Whelen ION's	1	952.00	EA	83.78	952.00
	PK1126ITU20TM	Setina 10XL C Horizontal Sliding Window Coated Polycarbonate with Expanded Metal Window Secuirty Screen	1	895.20	EA	78.78	895.20
	QK2120ITU20	Setina Full Seat Replacement with SmartBelt System	1	1,510.40	EA	132.92	1,510.40
	WK0514ITU20	SETINA WINDOW BARRIER STEEL VERTICAL 2020+ Ford PIU	1	263.20	EA	23.16	263.20
	PDU-22.5-42-18-DY-R	EZ Stak PDU-22.5-42-18-DY-R 2020 Ford Interceptor	1	1,955.48	EA	172.08	1,955.48
	PDU-FIU8-BR2020	OPS PDU-FIU-8-BR2020 Fits Ford Interceptor, Durango, Tahoe	1	0.00	EA	0.00	0.00
	BH321111	Whelen BH321111 54" Liberty II TRIO Series	1	2,996.00	EA	263.65	2,996.00
	IJ500ST	Whelen Strobe for Liberty II Lightbar	1	328.80	EA	28.93	328.80
	C399	Whelen CenCom Core Siren Amp C399	1	829.80	EA	73.02	829.80
		Select Control Head Model (CCTL7, CCTL6, CCTL5)					
	CCTL7	Whelen CCTL7 21 Button Control Head for Command Core for use with Command Core C399	1	277.80	EA	24.45	277.80
	CV2V	Whelen WecanX Sync Module	1	217.80	EA	19.17	217.80
	CEM16	Whelen 16 Output, 4 Input WeCanX Expansion Module *** Required C399 Siren Amplifer ***	2	171.60	EA	30.20	343.20
	SA315P	Whelen SA315P 100 Watt Speaker	2	241.80	EA	42.56	483.60
	SAK1	Whelen SA315P Bracket Universal	2	0.00	EA	0.00	0.00
		Whelen SA315P Bracket - sak-model:Universal --:					
	OEWT50	Whelen OEWT50 ION O.E. WC TRIO Interceptor	1	1,211.40	EA	106.60	1,211.40
	TCRWX5-DUO-JJJJ-EXPLORER	Whelen WecanX Tracer Duo - JJJJJ - Explorer Required Whelen Core System	2	799.00	EA	140.62	1,598.00
	TCRB50	Whelen Tracer Mounting Kit INTERCEPTOR SUV	2	30.00	EA	5.28	60.00
	I3JC	Whelen ION Trio - Red/Blue/White	2	142.80	EA	25.13	285.60
	VX3RBC	Whelen VXE Trio Seria Red/Blue/Clear Standard Clear Lens	2	111.15	EA	19.56	222.30
	TLI3JC	Whelen TLI3JC Ion T-Series Linear Trio R/B/W	2	135.85	EA	23.91	271.70
	TIONBKT2	Whelen T-ION License Plate Bracket	1	29.40	EA	2.59	29.40



Sales Quotation

SQ# 206262

6/3/2025



Bill To

Paradise Valley Police Department
 6433 E Lincoln Drive
 PARADISE VALLEY AZ 85253
 UNITED STATES
 Phone # 480.348.3597

Ship To

Paradise Valley Police Department
 6433 E Lincoln Drive
 PARADISE VALLEY AZ 85253
 UNITED STATES

Account : 200245

SQ# :206262

Terms : N30 Terms

Rep : SUPERVISOR

Last Revised Date : 6/3/2025

Reference : 2025 Ford Utility

Ship By :

Page 2 of 2

SQ# 206262

Page 2 of 2

#	Item Code	Description	Quantity	Price	UOM	Tax	Amount
	3SRCCDCR	Whelen 3' round split r/w compart	2	60.60	EA	10.67	121.20
	60CREGCS	Whelen 6" White/ Red Dome Light	1	175.60	EA	15.45	175.60
	C-VS-1012-INUT-2-H	Havis C-VS-1012-INUT-2-H Vehicle-Specific 22" Angled Console For 2020-25 ford Interceptor Utility	1	455.00	EA	40.04	455.00
		Faceplates for:					
	CUP2-1001	Havis CUP2-1001 Self Adjusting Cup Holder	1	46.90	EA	4.13	46.90
	C-MD-119	Havis 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter	1	256.90	EA	22.61	256.90
	C-AP-0325-1	Havis 3" Accessory Pocket, 2.5" Deep	1	35.70	EA	3.14	35.70
	C-EB25-XTL-1P	Havis Faceplate for the XLT 5000 Split	1	0.00	EA	0.00	0.00
	C-EB40-CCS-1P	Havis Face Plate Whelen Cencom	1	0.00	EA	0.00	0.00
	091-264	Kussmaul Dual Port USB-C & USB-A	1	89.10	EA	7.84	89.10
	2602B	EGIS PDM 14 Circuit + Ground	1	173.52	EA	15.27	173.52
	VTX9J	Whelen Vertex LED Light Red/Blue	2	80.00	EA	14.08	160.00
		2020 - Explorer Rear Turn 2016-2020 F150 Brake 3 chamber 2017-2020 F250 Front Turn					
	TLI2-J	Whelen TLI2 Series Red / Blue	2	113.40	EA	19.96	226.80
	INSTALL-AZSTATE	Labor for Installation - AZ State Contract	58	72.50	EA	0.00	4,205.00
	Wire-Loom	LSH Wire, Loom & Hardware For Installation	1	300.00	EA	26.40	300.00
	20.1870PE	Sho-Me Pre-Empt Power Supply	1	247.25	EA	21.76	247.25
	C-FP-1	Havis Shields 1" blank face plate	1	0.00	EA	0.00	0.00
	C-FP-25	Havis Shield 2.5 inch Blank Faceplate	1	0.00	EA	0.00	0.00
	C-FP-3	Havis Shields 3" blank face plate	1	0.00	EA	0.00	0.00
	C-FP-4	Havis Shields 4" blank face plate	1	0.00	EA	0.00	0.00
	C399SP	Whelen C399SP SCANPort Installation Kit for C399	1	0.00	EA	0.00	0.00
	MMBP	Magnetic Mic System	2	39.95	EA	7.03	79.90
	LSH-MMBP-BRACKET	LSH "L" Bracket Magnetic Mic Compatible	2	9.99	EA	1.76	19.98
	GK2004IUHK	Setina Gun Rack System	1	327.20	EA	28.79	327.20
	MISC	E18-WC00-1	1	19.99	EA	1.76	19.99

1. Pricing Valid For 30 Days from date list on quote.
2. Orders Processed after 30 Days Will Be Subject To Pricing adjustments Due To Changing Market Conditions.
3. Substitutions OR Quantity Changes Will Void Quote
4. LSH Lights Standard Terms & Conditions Apply
5. Not Responsible for Typographical Errors or omitted items. Please reivew quotes completly.

Tax Details

AZ-NEW \$1781.380
 EXEMPT \$0.000

Payment Details

Remit Payment To:
 LSH LIGHTS
 PO BOX 5280
 Goodyear, AZ 85338
 T. 623-535-9898 option 2

Taxable	20,242.96
Tax	1,781.38
Non Taxable	4,205.00
Total	26,229.34
Balance	26,229.34



Action Report

File #: 25-157

AGENDA TITLE:

Discussion and Possible Action to Adopt Resolution 2025-07 Adopting the Annual Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy for Fiscal Year 2026

RECOMMENDATION:

Adopt Resolution 2025-07

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY



STAFF REPORT

TO: Mayor Stanton and Town Council Members

FROM: Andrew Ching, Town Manager

DATE: June 12, 2025

DEPARTMENT: Finance
Leslie DeReche 480.348.3696

AGENDA TITLE:

Discussion and Possible Action to Adopt Resolution 2025-07 adopting the Annual Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy for Fiscal Year 2026

SUMMARY STATEMENT:

Arizona Revised Statutes §38-863.01 requires all local agencies that participate in the Public Safety Personnel Retirement System to annually adopt and post a pension funding policy for public safety employees participating in they system and who were hired before July 1, 2017. Adopting Resolution 2025-07 and publishing it on the Town's website satisfies that requirement.

BACKGROUND:

The Pension Funding Policy for FY2026 updates the plan's assets, liabilities, and funded status percentages recently provided by the PSPRS' actuarial firm for the fiscal year ended June 30, 2024. The Policy also identifies the Town's annual required contribution (ARC) for the upcoming fiscal year.

The Town's sworn Police personnel are members in one of three different Tiers of the pension plan based on date of hire. Benefits and costs vary by Tier. Members hired prior to July 1, 2017, are members of PSPRS Tier 1 or Tier 2. Those hired on or after July 1, 2017, are members of PSPRS Tier 3. As of June 30, 2024, there were 76 members in Tiers 1 and 2 and six members in Tier 3. These include active, inactive, and retired members as well as other beneficiaries.

The actuarial valuation is determined for Tiers 1 and 2 jointly and separately for Tier 3. Plan information in this Pension Funding Policy is presented only for Tiers 1 and 2. The Tier 3 personnel are members of a shared pension plan that is comprised of multiple employers and reported at the state level.

The Town Council adopted Resolution 2016-19 declaring the expedient resolution of the PSPRS unfunded liability as a priority. The Town has achieved a funded ratio exceeding 90% and Council intends to maintain a funded ratio of no less than 90% and not to exceed 110%. The Tiers 1 and 2 combined funded status is 94.9% as of June 30, 2024.

BUDGETARY IMPACT:

There is no budgetary impact associated with this action. The Town's required contributions to PSPRS are included in the FY2026 budget.

ATTACHMENT(S):

- A. Staff report
- B. Resolution 2025-07 – PSPRS Funding Policy

RESOLUTION NO. 2025-07

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, ADOPTING THE REQUIRED ANNUAL PENSION FUNDING POLICY.

WHEREAS, the provisions of Title 38, Chapter 863.01, Article 4, Arizona Revised Statutes, require all local agencies (counties, cities, towns, and special districts) that participate in the Public Safety Personnel Retirement System (“PSPRS”) to annually, beginning on or before July 1, 2019, adopt and post a pension funding policy for public safety employees participating in the PSPRS who were hired before July 1, 2017; and

WHEREAS, the PSPRS administers an agent multiple-employer pension plan wherein each local agency participating in the plan has an individual trust fund to account for that local agency’s assets and liabilities related to its public safety employees participating in the PSPRS, including paying any Unfunded Actuarial Accrued Liability (“UAAL”); and

WHEREAS, the UAAL is the difference between trust assets and the estimated future costs of pensions earned by employees resulting from actual results (including interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations; and

WHEREAS, the Mayor and Council of the Town of Paradise Valley (the “Town Council”) adopted Resolution 2016-19, which established paying the Town’s UAAL as a priority and implemented an aggressive schedule to pay it as quickly as reasonably possible as part of the Town’s financial planning and annual budget process; and

WHEREAS, the Town Council desires to (i) adopt the required annual policy (the “Pension Funding Policy”) in the form attached hereto as Exhibit A, (ii) affirm the direction set forth in Resolution 2016-19, and (iii) authorize the payments toward the Town’s UAAL to hold the PSPRS funded ratio to no less than 95% and no more than 110%.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Paradise Valley, Arizona, as follows:

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

Section 2. The FY 2025-26 Pension Funding Policy is hereby adopted in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Section 3. The Mayor, the Town Manager, the Chief Financial Officer, 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 Paradise Valley, Arizona, this 12th day of June 2025.

Mark Stanton, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew McGuire, Town Attorney

EXHIBIT A
TO
RESOLUTION NO. 2025-07

(FY 2025-2026 Pension Funding Policy)

See following pages.

Town of Paradise Valley Public Safety Personnel Retirement System Pension Funding Policy

The intent of this policy is to clearly communicate the Council's pension funding objectives and its commitment to our employees and the sound financial management of the Town and to comply with statutory requirements of Title 38, Chapter 863.01, Article 4, Arizona Revised Statutes (A.R.S.).

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – The annual amount the Town is required to pay into the pension funds, as determined through annual actuarial valuations. This value is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Ratio of fund assets to actuarial accrued liability, expressed as a percentage. A funded ratio of 100% represents a fully funded plan.

Intergenerational equity – Ensures no generation of taxpayer is burdened by substantially more or less pension costs than past or future generations.

The Town's police employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to comingle assets of all plans under its administration, thus achieving economies of scale for more cost-efficient investments, and to invest those assets for the benefit of all members under its administration and 2) to serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The Town

of Paradise Valley has one trust fund for police employees.

Council formally accepts the assets, liabilities, and current funding ratio of the Town’s PSPRS trust funds from the June 30, 2024, actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Paradise Valley Police	\$46,884,890	\$49,498,431	\$2,613,541	94.7%

PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current and future taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity.

The Council’s PSPRS funding ratio goal is 100% (fully funded) by June 30, 2036.

Council established this goal for the following reasons:

- The PSPRS trust funds represent only the Town of Paradise Valley’s liability.
- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity.

Council has taken the following actions to achieve this goal:

- Maintain ARC payment from operating revenues – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds annually without diminishing Town services.
- Council Resolution 2016-19 declared the expedient resolution of the PSPRS unfunded liability a priority.
- The Town Council has achieved a funded ratio of 94.7% and intends to maintain a funded ratio of no less than 95% and not to exceed 110%.

Based on these actions the Council plans to achieve its goal of 100% funding by June 30, 2036, in accordance with the amortization timeline set forth by the PSPRS June 30, 2022, Actuarial Valuation.



Action Report

File #: 25-156

AGENDA TITLE:

Discussion and Possible Action to Adopt Resolution 2025-09 Amending the Financial Management Policies

RECOMMENDATION:

Adopt Resolution 2025-09.

STAFF CONTACT:

TOWN *Of* PARADISE VALLEY



STAFF REPORT

TO: Mayor Stanton and Town Council Members

FROM: Andrew Ching, Town Manager
Leslie DeReche, Chief Financial Officer

DATE: June 12, 2025

DEPARTMENT: Finance
Leslie DeReche, 480.348.3696

AGENDA TITLE:
Discussion and Approval of Financial Management Policies

SUMMARY STATEMENT:

The Town financial policies, previously endorsed by the Town Council, establish the framework for the Town of Paradise Valley's overall fiscal planning, investment, and management. The policies were reviewed in full as part of the budget best practices this year with some changes to reflect current practices and/or expand the rationale for a policy for clarity. There are no changes from FY25 Financial Policies.

BACKGROUND:

The Town of Paradise Valley has an important responsibility to its citizens to carefully account for public funds, manage Town finances wisely and plan for the adequate funding of services desired by the public and outlined in its General Plan.

The overall goal of the Town's fiscal policy is to establish and maintain effective management of the Town's financial resources. The policy statements below provide the foundation for achieving this goal. Accordingly, the current policies are used to guide the preparation and management of the Town's overall budget and the major objectives to be accomplished.

Financial policies are guidelines for operational and strategic decision making related to financial matters. Financial policies identify acceptable and unacceptable courses of action, establish parameters in which the municipality can operate, and provide a standard against which the government's fiscal performance can be judged.

Strategically, the stress test analysis provides an annual test to reaffirm the Town's fund balance and ensure the adopted Annual Budget will be sufficient to weather unforeseen financial emergencies, such as significant loss of revenue or catastrophic impacts on the Town.

The following Town financial policies, previously endorsed by the Town Council, establish the framework for the Town of Paradise Valley's overall fiscal planning and

management. The Town of Paradise Valley's financial policies show the credit rating industry and prospective investors (bond buyers) the Town's commitment to sound financial management and fiscal integrity which in turn lowers cost of capital if the Town desires to issue bonds. The financial policies also improve the Town's fiscal stability by helping Town officials plan fiscal strategy with a consistent approach.

ATTACHMENT(S):

- A. Staff Report
- B. Resolution 2025-09 - Financial Management Policies

RESOLUTION NUMBER 2025-09

**A RESOLUTION OF THE PARADISE VALLEY TOWN COUNCIL
REAFFIRMING FINANCIAL MANAGEMENT POLICIES OF THE
TOWN OF PARADISE VALLEY FOR FISCAL YEAR 2025-26.**

WHEREAS, the Town of Paradise Valley (the “Town”) has a longstanding tradition of fiscal prudence and maintaining essential financial policies to serve as the foundation and framework for continuity in fiscal planning and budgeting; and

WHEREAS, the Mayor and Town Council of the Town (the “Town Council”) recognizes that financial management policies are helpful for developing sound budget practices that sustain current service levels, maintain financial stability and provide for accurate financial reporting; and

WHEREAS, the Town’s comprehensive financial policies are reviewed annually as part of the budget preparation process; and

WHEREAS, the Town’s financial policies have been in place as early as 2009 and have been updated and published in the annual budget document since 2016; and

WHEREAS, prudent financial management encourages the Town Council to establish additional financial management policies to serve as a guideline for the Town during its budget process and for its financial reporting; and

WHEREAS, in conjunction with adoption of the Town’s Fiscal Year 2024-25 budget, the Town Council approved changes to the adopted financial policies and adopted the “Town of Paradise Valley Financial Policies (Amended and Restated June 13, 2024)” (the “Financial Policies”).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Paradise Valley, Arizona, as follows:

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

Section 2. The Financial Policies are hereby reaffirmed as the official financial management policy for budget practices, fund balance reserves and financial reporting for the Town for Fiscal Year 2025-26.

[Signatures on following page.]

PASSED AND ADOPTED by the Town Council of the Town of Paradise Valley this 12th day of June, 2025.

Mark Stanton Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew McGuire, Town Attorney

TOWN OF PARADISE VALLEY FINANCIAL POLICIES

OVERVIEW

The Town of Paradise Valley has an important responsibility to its citizens to carefully account for public funds, manage Town finances wisely and plan for the adequate funding of services desired by the public and outlined in its General Plan.

The following fiscal and budgetary policies are designed to meet these goals:

The overall goal of the Town's fiscal policy is to establish and maintain effective management of the Town's financial resources within the Town's limited government framework. The policy statements below provide the foundation for achieving this goal. Accordingly, the current policies are used to guide the preparation and management of the Town's overall budget and the major objectives to be accomplished.

Financial policies are guidelines for operational and strategic decision making related to financial matters. Financial policies identify acceptable and unacceptable courses of action, establish parameters in which the municipality can operate, and provide a standard against which the government's fiscal performance can be judged. Strategically, the stress test analysis provides an annual test to reaffirm the Town's fund balance and ensure the adopted Annual Budget will be sufficient to weather unforeseen financial emergencies, such as significant loss of revenue or catastrophic impacts on the Town. The financial policies also improve the Town's fiscal stability by helping Town officials plan fiscal strategy with a consistent approach.

While the Town does not currently anticipate debt financing (bonds), should a need arise in this regard, as it has in the past, the Town of Paradise Valley's financial policies show the credit rating industry and prospective investors (bond buyers) the Town's continued commitment to sound financial management and fiscal integrity. This has many benefits to the citizens of Paradise Valley, which includes lowering cost of capital if the Town desires to issue bonds.

The following Town financial policies, which embrace those previously endorsed by the Town Council, establish the framework for the Town of Paradise Valley's overall fiscal planning and management.

Operating Budget Policies

1. To develop and maintain a structurally balanced budget, ongoing operating expenditures will be limited to levels which can be supported by ongoing, stable revenue sources.
2. The Town shall not rely on a local property tax to pay for its expenditures and shall avoid financial planning or practices that would risk needing a local property tax to meet the Town's needs for revenue in the future.
3. Revenues will not be dedicated to specific purposes unless required by law or Generally Accepted Accounting Principles (GAAP). All non-restricted revenues will be deposited in the general fund and appropriated by the budget process.
4. The Town's compensation policy shall provide for regular review of salary ranges and include a provision for merit-based salary adjustments.

5. Operating expenses will not be funded by debt issuance.
6. Cost recovery fees, where appropriate, may be established to offset the cost of providing specific services, and will be reviewed at least on an annual basis.
7. All non-enterprise user fees and charges will be examined annually to determine the direct and indirect cost of service recovery rate. An acceptable recovery rate and any associated changes to user fees and charges will be approved by the Town Council.
8. Enterprise fund rate structures will be reviewed annually to ensure they are adequate for the funds to remain separately self-supporting, including the costs of operation, capital outlay, debt service, depreciation, and interdepartmental charges for services where practical and appropriate.
9. The Town shall prudently balance risk and return on its investment income; generally, to be used for expenditures not subject to the state-imposed expenditure limitation.
10. In addition to regular review of its finances by staff and the Town's independent outside auditors, the Town will employ stress testing of its revenues and other reporting, as may be appropriate, to identify and model multiple risk factors to the Town's financial health and stability, including interactions among those risk factors. The information will be presented annually to the Town Council as part of its budget presentation along with any considerations or strategies that could enable the Town to be less vulnerable to identified risks.
11. Shifts in appropriations within funds and department totals not exceeding \$100,000 may be done administratively on the authority of the Town Manager by transferring budgeted funds from one department to another department to avoid contingency fund expenditure. Procedures for appropriations transfers and delegation of budget responsibility will be set by the Town Manager.
12. Shifts within department appropriations between personnel expenditures, expenses, capital leases, and photo radar expenditures may be done administratively on the written authority of the Town Manager.
13. Electronic funds transfer may be used to pay payroll expenditures and employee benefits previously authorized by the Town Council or required by law.

Capital Budget Policies

1. A five-year capital improvement plan (CIP) shall be prepared and updated each year.
2. The five-year capital improvement plan will be developed within the

constraints of the Town's ability to finance improvements. Therefore, the CIP shall differentiate between those projects which will be financed from designated, recurring revenues and those which will be financed from the capital project fund or capital improvement project (CIP) contingency.

3. Operating costs to maintain capital improvements and additional resource needs will be estimated and identified as part of the capital project review process.
4. The Town Council shall designate revenue sources for financing recurring capital improvement projects such as street resurfacing. These revenue sources will be available to finance such projects on an ongoing basis.
5. A separate capital project fund shall be created. All funds accumulated in this fund shall be used exclusively for capital projects, but only after specific authorization by the Town Council.
6. Project appropriations and amendments shall be consistent with the capital improvement plan and must be approved by the Town Council.
7. At least fifty percent (50%) of the construction sales tax will be assigned to the capital improvement plan including capital improvement projects and capital improvement debt obligations.

Contingency and Reserve Policies

1. The following adopted budgets shall contain an operating contingency: general, highway user revenue (HURF), alarm, fire/EMS, and wastewater operating funds. It shall be an amount of no less than 1% of the adopted budget total, but no more than 3% of the adopted budget total. The operating contingency account shall be funded from current revenues, just as any other planned operating expenses. Contingency appropriations supported by current revenues which are less than \$25,000 do not require Town Council approval. All uses of contingency appropriations not supported by current revenues must be approved by the Town Council.
2. Because the Town does not have the regular and predictable revenue that is occasioned by a local property tax and its sources of revenue are subject to significant fluctuation or removal, including from macroeconomic events and state and/or federal actions that could significantly disrupt Town revenue, maintaining an adequate cash reserve is critical to the stability of the Town's financial health. The Town will maintain a reserve of no less than 90% of the total annual operating budget. The minimum reserve amount will be calculated using the projected budget for the following year. The reserve is to be used for unforeseen emergencies, such as a significant loss of revenue or catastrophic impacts on the Town. Should the Town Council approve the use of the reserve below 90%, it will also identify the time period over which the reserve will be replenished.

3. The Town will maintain a reserve, for the payment of the Public Safety Pension Retirement System unfunded actuarial liability, in an amount equal to the difference of the current actuarial funded status and 110% of the Accrued Actuarial Liabilities for Tiers 1 and 2.
4. The Town assigns funds for the replacement of major Town assets such as streets, facilities, vehicles, major equipment, and technology through its long-term financial plan(s) and appropriates the expenditures to respective department budgets.
5. The Town will maintain reserves equal to a minimum of 90 days of operating expenses for the following funds: alarm, fire/EMS, and wastewater operations. The amount will be calculated using the budgeted operating expenses for the new fiscal year and will be used for revenue stabilization and major repairs. Funds that do not have adequate reserves shall receive a loan transfer from the general fund with Town Council review and approval.
6. The contingency fund is intended to create budget authority for the town's remaining spending authority under the state of Arizona's annual expenditure limit. The use of this authority requires approval of the Town Council.
7. All fund reserves will be evaluated annually for long-term adequacy and use requirements in conjunction with development of the town's five-year financial plan.

Debt Service Policies

1. Long-term debt shall not exceed the Town's resources for repaying the debt.
2. Capital lease purchasing shall generally be used for financing capital equipment and land purchases and building improvements to remove the expenditures from the state-imposed expenditure limitation.
3. Bond issuance shall be limited to capital improvement projects too large to be financed from current revenues, or too large to be included in the state-imposed expenditure limitation.
4. Long-term debt payment schedules shall not exceed the expected useful life of the project.

Financial Reporting Policies

1. The Town's accounting and financial reporting systems will be maintained in conformance with all state and federal laws, Generally Accepted Accounting Principles (GAAP) and standards of Government Accounting Standards Board (GASB) and the Government Finance Officers Association (GFOA).
2. A budgetary control system will be maintained to ensure compliance with the budget. Monthly reports will be distributed to the Town Manager and departments for management of the budget. Quarterly reports will be prepared for the Town Council for review.
3. Financial systems will maintain internal controls to monitor revenues, expenditures, and program performance on an ongoing basis.
4. An annual audit will be performed by an independent public accounting firm, with an audit opinion to be included with the town's published Annual Comprehensive Financial Report (ACFR). The annual auditor should be reconsidered through a procurement process at least every seven years.
5. The Town's ACFR will be submitted to the GFOA Certification of Achievement for Excellence in Financial Reporting program. The financial report should be in conformity with GAAP, demonstrate compliance with finance related legal and contractual provisions, disclose thoroughness, and detail sufficiency, and minimize ambiguities and potentials for misleading inference.



Action Report

File #: 25-167

AGENDA TITLE:

Discussion and Possible Action Regarding Resolution No. 2025-10, Relating to the Second Amendment to an Intergovernmental Agreement with the City of Scottsdale Regarding Scottsdale Road

RECOMMENDATION:

Adopt Resolution 2025-10.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY



STAFF REPORT

TO: Mayor Stanton and Town Council Members

FROM: Andrew McGuire, Town Attorney

DATE: June 12, 2025

DEPARTMENT: Town Attorney's Office
Andrew McGuire, 602-257-7664

AGENDA TITLE:

Discussion and possible direction to staff regarding Resolution No. 2025-10, relating to the Second Amendment to an intergovernmental agreement with the City of Scottsdale regarding Scottsdale Road.

RECOMMENDATION:

Approve Resolution No. 2025-10.

SUMMARY STATEMENT:

The Town and the City of Scottsdale (the "City") entered into Intergovernmental Agreement COS 960001, dated February 5, 1996 (the "Original Agreement"), relating to deannexation of a portion of the Scottsdale Road right-of-way (the "Right-of-Way") by the Town and subsequent annexation of the same by the City for the purpose of expansions to Scottsdale Road. The Original Agreement was previously amended once (as amended, the "Agreement"). The Original Agreement established the improvements to be made (including a wall and landscaping) within the Right-of-Way, and assigned to the City responsibility for ongoing maintenance of the wall and landscaping.

The Town desires to enhance the aesthetic appeal of the Town's entry at Doubletree Ranch Road by installing a five-foot high decorative metal screen wall at the northwest and southwest corners of the intersection with Scottsdale Road, retexturing and painting the existing walls at both corners, and enhancing the landscape along the walls fronting Scottsdale Road (the "Town Improvements"). The City and the Town desire to amend the Agreement to allow the Town to make the Town Improvements within the Right-of-Way, and to delineate each party's responsibility for the operation and maintenance of the Town Improvements after completion.

BUDGETARY IMPACT:

N/A – Approval of construction of the project is planned for consideration by the Town Council in the Fall. If construction is approved, maintenance costs will be budgeted in future fiscal years, after completion of construction.

ATTACHMENTS:

- A. Staff Report
- B. Resolution No. 2025-10

RESOLUTION NO. 2025-10

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, APPROVING THE SECOND AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SCOTTSDALE AND THE TOWN OF PARADISE VALLEY.

WHEREAS, the Town of Paradise Valley, Arizona (the “Town”) and the City of Scottsdale, Arizona (the “City”) entered into Intergovernmental Agreement COS 960001, dated February 5, 1996 (the “Original Agreement”), relating to deannexation of a portion of the Scottsdale Road right-of-way (the “Right-of-Way”) by the Town and subsequent annexation of the same by the City for the purpose of expansions to Scottsdale Road; and

WHEREAS, the Original Agreement was amended once by that First Amendment to Intergovernmental Agreement COS 960001A, dated December 9, 2002 (together with the Original Agreement, the “Agreement”); and

WHEREAS, Section 7 of the Original Agreement established the improvements to be made (including a wall and landscaping) within the Right-of-Way, and assigned to the City responsibility for ongoing maintenance of the wall and landscaping; and

WHEREAS, the Town desires to make improvements to the walls and landscaping areas (the “Town Improvements”) within the Right-of-Way near the northwest and southwest corners of the intersection of Scottsdale Road and Doubletree Ranch Road; and

WHEREAS, the parties desire to amend the Agreement to allow the Town to make the Town Improvements within the Right-of-Way, subject to the terms of this Second Amendment.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Paradise Valley, Arizona, as follows:

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

Section 2. The Second Amendment to Intergovernmental Agreement between the City of Scottsdale and the Town of Paradise Valley is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

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 Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Paradise Valley, Arizona, on this 12th day of June 2025.

Mark Stanton, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew McGuire, Town Attorney

EXHIBIT A
TO
RESOLUTION NO. 2025-10

(Second Amendment to Intergovernmental Agreement between the City of Scottsdale and the
Town of Paradise Valley)

See following pages.

**SECOND AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF SCOTTSDALE
AND THE TOWN OF PARADISE VALLEY**

THIS SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this “**Second Amendment**”), is entered into and effective as of _____, 2025, between the CITY OF SCOTTSDALE, an Arizona municipal corporation (the “**City**”), and the TOWN OF PARADISE VALLEY, an Arizona municipal corporation (“**Town**”), each individually referred to as a “**Party**” and collectively referred to as the “**Parties**.”

RECITALS

A. Arizona Revised Statutes (“**A.R.S.**”) §§ 11-951 *et seq.*, authorizes public agencies, including the Parties, to enter into agreements to jointly exercise their respective powers for the public benefit.

B. The City and the Town previously entered into Intergovernmental Agreement COS 960001, dated February 5, 1996 (the “**Original Agreement**”), relating to deannexation of a portion of Scottsdale Road by the Town and subsequent annexation of the same by the City for the purpose of expansions to Scottsdale Road. The Original Agreement was amended once by that First Amendment to Intergovernmental Agreement COS 960001A, dated December 9, 2002 (the “**First Amendment**” and, together with the Original Agreement, the “**Agreement**”).

C. Section 7 of the Original Agreement established the improvements to be made (including a wall and landscaping), and assigned to the City responsibility for ongoing maintenance of the wall and landscaping.

D. The Town desires to make improvements to the walls and landscaping areas (the “**Town Improvements**”) on property owned or controlled by the City near the northwest and southwest corners of the intersection of Scottsdale Road and Doubletree Ranch Road as depicted on Exhibit A attached hereto and incorporated herein by reference (the “**Property**”).

E. The City desires to allow the Town to make the Town Improvements within the Property, subject to the terms of this Second Amendment.

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 Parties hereby agree as follows:

1. Installation and Maintenance of Town Improvements.

A. Access to and Maintenance of Property; License. The City hereby grants to the Town a license, subject to the terms set forth below, to enter upon the Property for the purpose of constructing, installing, modifying, maintaining, repairing, and replacing the Town Improvements and existing plants and trees on a portion of the Property, as depicted and

described in the site plan attached hereto as Exhibit B (the “**Site Plan**”). After completion of the Town Improvements, the Town shall be allowed to enter upon the Property periodically for maintenance of and repairs to the Town Improvements. The Town shall be solely responsible for maintenance of the Town Improvements and existing plants and trees on the Site Plan. So long as the Town’s access does not require closures of the sidewalk or travel lanes on the west side of Scottsdale Road, the Town may access the Property without further approval by the City; if closures are required, the Town shall obtain prior approval by the City of plans for such closures.

B. Compliance with City Requirements. The Town shall be solely responsible for ensuring that all construction within the City’s rights-of-way is in conformance with the City’s requirements for work within its rights-of-way all. The City shall be allowed to inspect the Town Improvement Areas during the construction period.

C. Rights in Adjacent Land. The Town’s rights are expressly limited to the Property. Without limitation, in the event any public right-of-way or other public or private property at or adjacent to the Property is owned, dedicated, abandoned, or otherwise acquired, used, improved, or disposed of by the City, said property does not accrue to this Second Amendment but is the City’s only. In addition, and severable from the preceding sentence, upon any such event, the Town will, upon the City’s request, execute and deliver to the City a disclaimer of any right-of-way or other property.

D. Reservations. The City specifically reserves to itself and excludes from this Second Amendment a non-exclusive delegable right over the Property (the “**Reserved Rights**”). The Reserved Rights are for the exercise of all the City’s rights under this Second Amendment and for any and all purposes that do not, in the City’s reasonable discretion, materially and substantially interfere with the Town’s lawful conduct under this Second Amendment. The Reserved Rights include:

(i) The right to use and allow others to use the Property, and to permit any existing or future improvements upon the Property and any related construction, operation, use, maintenance, repair, and replacement of any such improvements at any location upon the Property, so long as those uses and improvements do not (a) materially and substantially impair the Town’s ability to access or use the Property as provided in this Second Amendment or (b) damage the Town Improvements.

(ii) The right to access the Property and to allow others to access the Property. Such access may occur at all reasonable times, for the purposes of construction, operation, use, maintenance, repair, or replacement of any improvements or facilities located within the Property from time to time. The City shall ensure that any damage or injury to any part of the Property or the Town Improvements resulting from any such access will be promptly repaired at the expense of the party so accessing the Property.

E. Condition of Title. The Town’s rights under this Second Amendment are subject to all covenants, conditions, restrictions, easements, agreements, liens, reservations, and encumbrances upon, and all other recorded or unrecorded matters or conditions of title to, or agreements or documents regarding, the Property (collectively, the “**Site Documents**”). The Town’s rights to use the Property pursuant to this Second Amendment are limited to those interests held by the City under the Site Documents. The Town will have no power to amend, modify, terminate, or otherwise change the Site Documents or create new Site Documents.

F. Condition of License Area. The License Area is being made available in an “as is” condition without any express or implied warranties of any kind, including without limitation any warranties or representations as to its condition or fitness for any use.

G. No Real Property Interest. Despite any provision in this Second Amendment to the contrary, and despite any negotiation, correspondence, course of performance, or dealing, or other statements or acts by or between the parties, the Town’s rights are limited to the Property, and the Town’s rights in the Property are limited to the specific limited license rights created by this Second Amendment. The City and the Town do not by this instrument intend to create a lease, easement, or other real property interest. The Town will have no real property interest in the Property.

H. Relations with Other Users. The Town will coordinate with the City as necessary to maintain good relations with all other entities having any right to access or use the Property, all other occupants of the Property, and the occupants of surrounding real property (none of whom are third-party beneficiaries to this Second Amendment or to the Agreement). The Town will immediately give the City notice of any actual or threatened dispute, violation, or other disagreement relating to the Property. Neither Party is an agent for the other with respect to the Property.

I. Insurance. The Town shall ensure its typical policies of insurance extend to and cover its work within the Property. In the event the Town Improvements are damaged by an act of a third party not covered by Section 1(D)(ii) above, the City shall cooperate with the Town in proceedings against such third party for recovery of amounts owed as a result of the damages, including assignment of claims as necessary.

2. Indemnification. Each Party (as “**Indemnitor**”) agrees to indemnify, defend, and hold harmless the other Party (as “**Indemnitee**”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (collectively referred to as “**Claims**”) arising out of the negligent performance of this Second Amendment and the Agreement, but only to the extent that such Claims that result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

3. No Joint Venture. This Second Amendment and the Agreement are not intended to and do not constitute, create, or otherwise give rise to a joint venture, partnership, or other formal business association or organization between the Parties. The Parties’ rights and obligations are limited to those expressly set forth in this Second Amendment or the Agreement.

4. E-Verify. To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under A.R.S. § 23-214(A). Either Party’s failure to comply with such warranty shall be deemed a material breach of this Second Amendment and may result in the termination of this Second Amendment and the Agreement by the non-breaching Party. To ensure that the Parties and their subcontractors are complying with the warranty under this section, each Party’s and its subcontractor’s books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Second Amendment and the Agreement, including the papers of any of the their employees who perform any work or services pursuant to this Second Amendment and the 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 other Party, to the extent necessary to adequately permit (A)

evaluation and verification of any invoices, payments, or claims based on actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of the services contemplated under this Second Amendment and the Agreement, and (B) evaluation of the Parties' and their subcontractors' compliance with the Arizona employer sanctions laws referenced above. To the extent necessary for either Party to audit Records as set forth in this section, the Parties and their 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 Parties shall have access to said Records, even if located at their respective subcontractors' facilities, from the effective date of this Second Amendment until three years after the date this Second Amendment is terminated. The Parties and their subcontractors shall provide each other Party with adequate and appropriate workspace to conduct audits in compliance with the provisions of this section. Each Party shall give the other or its subcontractors reasonable advance notice of intended audits. The Parties shall require their subcontractors to comply with the provisions of this section by insertion of the requirements hereof in any subcontract pursuant to the Agreement.

5. Compliance with Laws. Each Party shall comply with all applicable laws, ordinances, executive orders, rules, regulations, standards, and codes of the federal, state, and local government whether or not specifically referenced herein. The Parties agree that there will be no discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work, and services performed under the terms of any contract ensuing from this engagement. The Parties will comply with Executive Order No. 11246, entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

6. Venue; Choice of Law. Any litigation arising from this Second Amendment and the Agreement or performance hereunder will be decided in the federal courts in Phoenix or in state courts of Maricopa County unless otherwise agreed by the Parties. The laws of the State of Arizona shall govern the construction and interpretation of this Second Amendment.

7. Amendments. This Second Amendment may be amended only by the mutual written consent of authorized representatives for both Parties and approval by their respective Councils.

8. Conflict of Interest. This Second Amendment and the Agreement are subject to the provisions of A.R.S. § 38-511. Either Party may cancel this Second Amendment and the Agreement without penalty or further obligations if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Second Amendment and the Agreement on behalf of a Party is, at any time while this Second Amendment and the Agreement or any extensions thereof are in effect, an employee of any other Party to this Second Amendment and the Agreement in any capacity or a consultant to any other Party of this Second Amendment and the Agreement with respect to the subject matter of this Second Amendment and the Agreement.

9. Counterparts. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Facsimile, copied, electronic, and scanned signatures are acceptable as original signatures.

10. Entire Agreement; Interpretation; Parol Evidence. The Agreement, as amended by this Second Amendment, 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 the Agreement,

as amended by this Second Amendment, are hereby revoked and superseded by the 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 the Agreement, as amended by this Second Amendment. The Agreement, as amended by this Second Amendment, 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 Second Amendment. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, reviewing, and entering into this Second Amendment.

11. Severability. The provisions of this Second Amendment 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 Second Amendment that may remain in effect without the invalid provision or application.

12. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Second Amendment 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 Second Amendment will promptly be physically amended to make such insertion or correction.

13. Waiver. Waiver of any breach of any term, condition, or covenant herein contained shall not be deemed to be a waiver of any subsequent breach of any term, covenant, or condition herein.

14. Agreement Subject to Appropriation. The Parties are obligated only to pay their obligations set forth in the Agreement (as amended by this Second Amendment) as may lawfully be made from funds appropriated and budgeted for that purpose during their then-current fiscal year. The Parties' obligations under the Agreement (as amended by this Second Amendment) are current expenses subject to the "budget law" and the unfettered legislative discretion of their respective governing bodies concerning budgeted purposes and appropriation of funds. Should either elect not to appropriate and budget funds to pay its obligations, the Agreement (as amended by this Second Amendment) shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the Parties shall be relieved of any subsequent obligations under the Agreement (as amended by this Second Amendment). The Parties agree that neither has an obligation or duty of good faith to budget or appropriate the payment of their respective obligations set forth in the Agreement (as amended by this Second Amendment) in any budget in any fiscal year other than the fiscal year in which the Agreement (as amended by this Second Amendment) is executed and delivered. The Parties shall be the sole judge and authority in determining the availability of funds for their respective obligations under the Agreement (as amended by this Second Amendment). Each Party shall keep the other informed as to the availability of funds for the Agreement (as amended by this Second Amendment). The Parties' respective obligations to make any payment pursuant to the Agreement (as amended by this Second Amendment) are not general obligations or debts. Each Party hereby waives any and all rights to bring any claim against the other from or relating in any way to the other's termination of the Agreement, or the Second Amendment, pursuant to this section. Provided, however, that nothing in this section shall limit the Parties' respective obligations to perform maintenance and repairs on the Property after the Town Improvements are constructed.

15. Notices. All notices, requests for payment, or other correspondence between the Parties regarding this Second Amendment shall be mailed or delivered to the respective Parties at the following addresses:

If to the City: City of Scottsdale
3939 N. Drinkwater Blvd.
Scottsdale, AZ 85251
Attn: City Manager

With copy to: City of Scottsdale
3939 N. Drinkwater Boulevard
Scottsdale, Arizona 85251
Attn: City Attorney

If to Town: Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253
Attn: Andrew Ching, Town Manager

With copy to: Gust Rosenfeld P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew McGuire

16. Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Parties each warrants and certifies to the other that it does not currently, and agrees that it will not use for the duration of the Agreement, as amended by this Second Amendment, the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If a Party becomes aware that it is not in compliance with this paragraph, it shall notify the other Party of the noncompliance within five business days of becoming aware of it. If such violating Party fails to provide a written certification that it has remedied the noncompliance within 180 days after that, the Agreement, as amended by this Second Amendment, shall terminate unless the termination date of the Agreement, as amended by this Second Amendment, occurs before the end of the remedy, in which case the Agreement, as amended by this Second Amendment, terminates on its termination date.

17. Titles; Headings. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Second Amendment.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing their signatures, as of the date first written above.

CITY OF SCOTTSDALE, an Arizona
municipal corporation

Lisa Borowsky, Mayor

ATTEST:

Ban Lane, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: (i) that she has reviewed the above Second Amendment on behalf of the City of Scottsdale; and (ii) that, as to the City of Scottsdale only, has determined that this Second Amendment is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Sherry R. Scott, City Attorney
By: Lindsay Hampshire, Assistant City Attorney

[Signatures continue on following page.]

TOWN OF PARADISE VALLEY, an Arizona
municipal corporation

Mark Stanton, Mayor

ATTEST:

Duncan Miller, Town Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: (i) that he has reviewed the above Second Amendment on behalf of the Town of Paradise Valley; and (ii) that, as to the Town of Paradise Valley only, has determined that this Second Amendment is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Andrew McGuire, Town Attorney

EXHIBIT A
TO
SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF SCOTTSDALE
AND
THE TOWN OF PARADISE VALLEY

[Depiction of Town Improvements]

(See following pages.)

TOWN OF PARADISE VALLEY IMPROVEMENT PLANS FOR DOUBLETREE RANCH ROAD TOWN ENTRY LANDSCAPE BEAUTIFICATION PROJECT NO: 2024-04

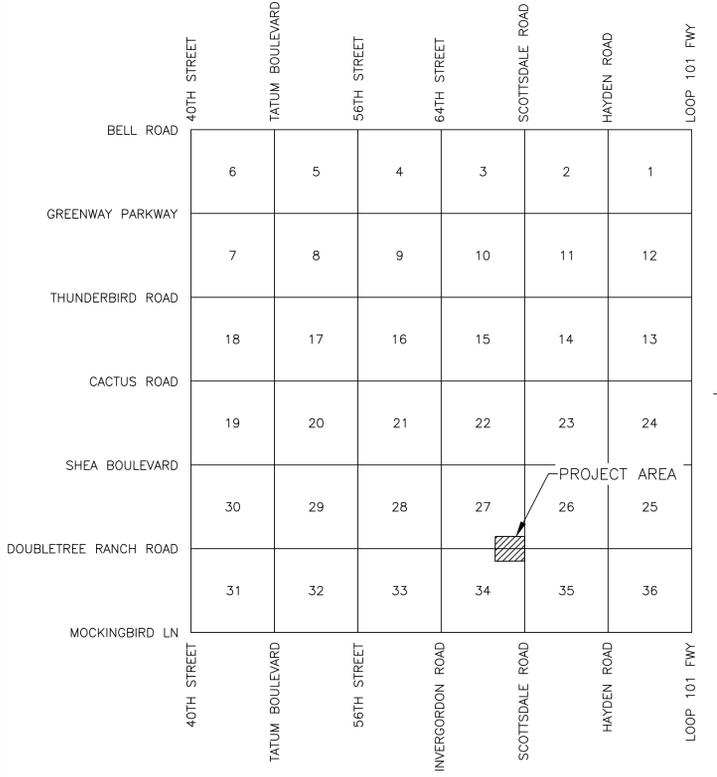
F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	CON-23-051 ENG	1	18	

1681 E. CAMELBACK ROAD
SUITE 400
PHOENIX, AZ 85016

PHONE: 602-944-5500
FAX: 602-944-7423
www.kimley-horn.com

K:\PHX_LA\091054028_DOUBLETREE_RANCH_RD_ENTRY_BEAUTIFICATION\CADD\PLANS\ROADWAY\091054028_CV01.DWG | 3/28/2025 | RODRIGUEZ, DAVID |

NO.	DESCRIPTION	REV BY	CHK BY	DATE



VICINITY MAP
TOWNSHIP 3N, RANGE 4E
N.T.S.



Kimley»Horn

BENCHMARKS

PROJECT BENCHMARK

A TOWN OF PARADISE VALLEY BRASS CAP FLUSH, LOCATED AT THE INTERSECTION OF INVERGORDON ROAD AND CALLE BRUVIRA.

ELEV =1318.90 NAVD-88 (TOWN OF PARADISE VALLEY DATUM)

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE COORDINATE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.

SHEET INDEX

1	COVER SHEET
2	GENERAL NOTES, LEGEND & ABBREVIATIONS
3	TYPICAL SECTIONS & DETAILS SHEET
4	PAVING PLANS & PROFILES
5	SIGNING AND MARKING GENERAL NOTES & PLAN SHEET
6 - 7	LANDSCAPE PLANS
8	LANDSCAPE DETAILS
9 - 10	HARDSCAPE DETAILS
11 - 12	IRRIGATION PLAN
13 - 14	IRRIGATION DETAILS
15 - 18	STRUCTURAL PLANS

OWNER

CONTACT: SAM KAYAT, P.E.
TOWN OF PARADISE VALLEY
6401 E LINCOLN DR
PARADISE VALLEY, AZ 85253
PH: 480-348-3541
EMAIL: SKAYAT@PARADISEVALLEYAZ.GOV

PROJECT MANAGER

CONTACT: ANNE DEBOARD, PLA
KIMLEY-HORN & ASSOCIATES, INC.
1661 E CAMELBACK RD #400
PHOENIX, AZ 85016
PH: 602-906-1106
EMAIL: ANNE.DEBOARD@KIMLEY-HORN.COM

ENGINEER

CONTACT: DAVID RODRIGUEZ
KIMLEY-HORN & ASSOCIATES, INC.
1661 E CAMELBACK RD #400
PHOENIX, AZ 85016
PH: 602-906-1136
EMAIL: DAVID.RODRIGUEZ@KIMLEY-HORN.COM

APPROVALS

TOWN ENGINEER _____ DATE _____

MAYOR
MARK STANTON

VICE MAYOR
ELLEN ANDEEN-KELLER

TOWN COUNCIL
CHRISTIE LABELLE
KAREN LIEPMANN
SCOTT MOORE
JULIE PACE
ANNA THOMASSON

TOWN ENGINEER
SHAR JOHNSON, P.E.

RECORD DRAWING CERTIFICATION

I HEREBY CERTIFY THAT THE "RECORD DRAWING" MEASUREMENTS AS SHOWN OR NOTED HEREON WERE MADE BY MYSELF OR UNDER MY SUPERVISION AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNATURE _____ DATE _____

UTILITY & AGENCY CONTACT LIST			
APS	ELECTRIC	RONNIE GANDARA	602-320-7069
BERNEIL WATER CO	WATER	BRAD FOLKMAN	480-966-5804
CITY OF SCOTTSDALE	WATER, SEWER, STORM DRAIN	JULIA CAMPO	480-312-5215
COX	CATV, FIBER OPTICS	JONATHAN MUTCH	480-243-0042
CROWN CASTLE	COMMUNICATIONS, FIBER OPTICS	TODD GILLAM	602-799-0818
CENTURYLINK-LUMEN	COAXIAL, FIBER OPTICS	KEVIN WAGNER, TERRATECH	480-768-4574
SOUTHWEST GAS	GAS	ANDREW SAKS	480-387-9755
ZAYO	COMMUNICATIONS	ALANNA BRUCE, JAMES THACKER	713-485-8066



PRELIMINARY

90%

NOT FOR CONSTRUCTION OR RECORDING

COVER SHEET

TOWN OF PARADISE VALLEY

DOUBLETREE RANCH RD
TOWN ENTRY BEAUTIFICATION

CON-23-051 ENG

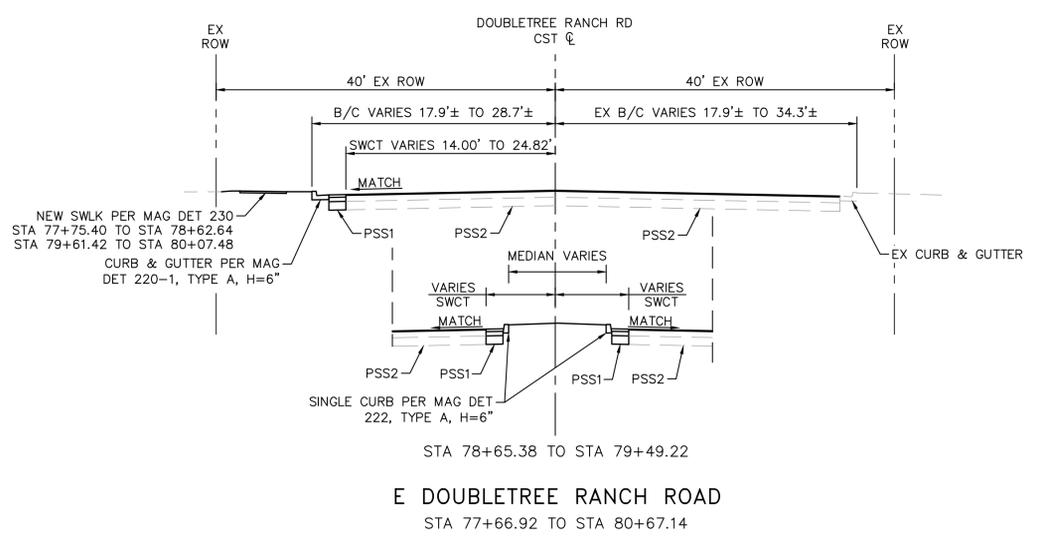
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DATE: 03/25	DATE: 03/25	DATE: 03/25	1	18
SCALE: N/A			1	18

3/28/2025 90% SUBMITTAL DOUBLETREE RANCH ROAD ENTRY BEAUTIFICATION

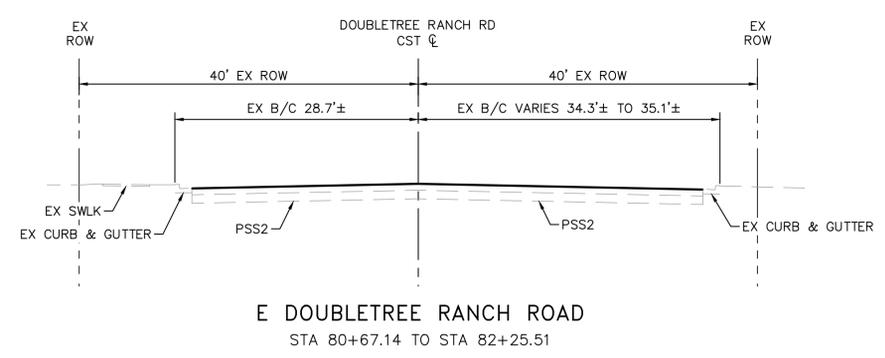
F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	CON-23-051 ENG		18	

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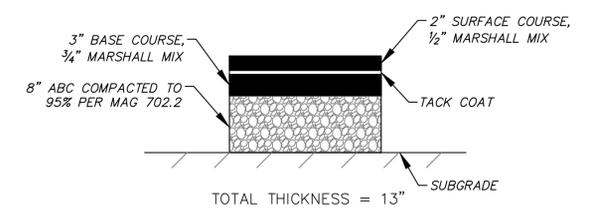
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NO.	DESCRIPTION	REV BY	CRD BY	DATE
NO.	DESCRIPTION	REV BY	CRD BY	DATE



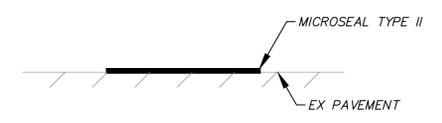
E DOUBLETREE RANCH ROAD
STA 77+66.92 TO STA 80+67.14



E DOUBLETREE RANCH ROAD
STA 80+67.14 TO STA 82+25.51



PAVEMENT STRUCTURAL SECTION NO 1



PAVEMENT STRUCTURAL SECTION NO 2



PRELIMINARY
90%
NOT FOR
CONSTRUCTION
OR RECORDING

DETAIL SHEET

TOWN OF PARADISE VALLEY

DOUBLETREE RANCH RD
TOWN ENTRY BEAUTIFICATION

CON-23-051 ENG

DR: AI	DES: DLR	CK: RSM	NO.	TOTAL
DATE: 03/25	DATE: 03/25	DATE: 03/25	3	18
SCALE: 1"=20' HORIZ, 1"=2' VERT				

K:\PIX LA\091054028_DOUBLETREE RANCH RD ENTRY BEAUTIFICATION\CADD\PLANS\LANDSCAPE\091054028_LS01.DWG | GERVASIO, RACHAEL | 3/28/2025

REVISION BY TOWN OF PARADISE VALLEY	REV BY	CRD BY	DATE
DESCRIPTION	NO.		
REVISION BY TOWN OF PARADISE VALLEY	REV BY	CRD BY	DATE
DESCRIPTION	NO.		
REVISION BY TOWN OF PARADISE VALLEY	REV BY	CRD BY	DATE
DESCRIPTION	NO.		

GENERAL LANDSCAPE NOTES

- ALL WORK SHALL BE CONFINED TO LIMITS OF CONSTRUCTION AS SHOWN ON PLANS.
- SITE GRADING NECESSITATED BY THE WORK AS IT PROGRESSES AND NOT SPECIFICALLY CALLED OUT ON THE PLANS SHALL BE CONSIDERED INCIDENTAL WORK.
- CONTRACTOR SHALL COORDINATE AND BE IN COMPLIANCE WITH ALL STATE AND LOCAL MUNICIPALITIES AS WARRANTED.
- CONTRACTOR IS TO REVIEW PLANS, VERIFY SITE CONDITIONS AND PLANT QUANTITIES PRIOR TO INSTALLATION. ANY DISCREPANCIES FOUND BETWEEN THE DRAWINGS AND SPECIFICATIONS AND EXISTING SITE CONDITIONS OR ANY INCONSISTENCIES OR AMBIGUITIES IN DRAWINGS OR SPECIFICATIONS SHALL BE IMMEDIATELY REPORTED TO THE LANDSCAPE ARCHITECT, IN WRITING, WHO SHALL PROMPTLY ADDRESS SUCH INCONSISTENCIES OR AMBIGUITIES. WORK DONE BY THE CONTRACTOR AFTER HIS DISCOVERY OF SUCH DISCREPANCIES, INCONSISTENCIES, OR AMBIGUITIES SHALL BE DONE AT THE CONTRACTOR'S RISK.
- DEVIATION FROM THESE PLANS AND NOTES WITHOUT THE PRIOR CONSENT OF THE OWNER, THE LANDSCAPE ARCHITECT, OR THE TOWN OF PARADISE VALLEY MAY BE CAUSE FOR THE WORK TO BE DESIGNATED UNACCEPTABLE.
- THE CONTRACTOR ACKNOWLEDGES & AGREES THAT THE WORK IS ENTIRELY AT HIS RISK UNTIL SITE IS ACCEPTED, AND HE WILL BE HELD RESPONSIBLE FOR ITS SAFETY BY THE OWNER.
- THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE DAMAGE OR LOSS OF ANY REFERENCE POINTS AND HUBS DURING THE CONSTRUCTION OF HIS WORK, AND SHALL BEAR THE COST OF REPLACING SAME.
- THE CONTRACTOR IS RESPONSIBLE FOR HORIZONTALLY AND VERTICALLY LOCATING AND PROTECTING ALL PUBLIC AND PRIVATE UTILITIES WHICH LIE IN OR ADJACENT TO THE CONSTRUCTION SITE AT LEAST 48 HOURS PRIOR TO ANY DEMOLITION, GRADING, OR CONSTRUCTION ACTIVITY.
- THE CONTRACTOR SHALL SALVAGE AND PROTECT ALL EXISTING POWER POLES, SIGNS, MANHOLES, TELEPHONE RISERS, WATER VALVES, ETC., DURING ALL CONSTRUCTION PHASES UNLESS NOTED OTHERWISE. THE CONTRACTOR SHALL REPAIR, AT HIS OWN EXPENSE, ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
- ANY FOREIGN ITEM FOUND DURING CONSTRUCTION IS THE PROPERTY OF THE OWNER. THIS INCLUDES, BUT IS NOT LIMITED TO, PRECIOUS METALS, COINS, PAPER CURRENCY, ARTIFACTS AND ANTIQUITIES.
- ALL SURPLUS EXCAVATION SHALL BE TAKEN TO A SITE DESIGNATED BY OWNER, AT NO ADDITIONAL COST TO THE OWNER. IF OWNER CHOOSES, THE CONTRACTOR MAY TAKE POSSESSION OF SURPLUS EXCAVATION MATERIAL.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND/OR OBTAINING ALL REQUIRED PERMITS AND APPROVALS PRIOR TO COMMENCING CONSTRUCTION.
- CONTRACTOR IS TO MAINTAIN CONTROLLED PEDESTRIAN AND ADA ACCESS THROUGH ALL AREAS OF THE SITE THROUGHOUT CONSTRUCTION PERIOD.
- MAINTAIN THE SITE IN A NEAT AND ORDERLY CONDITION AT ALL TIMES. DAILY, AND MORE OFTEN IF NECESSARY, INSPECT & AND PICK UP ALL SCRAP, DEBRIS, & WASTE MATERIAL.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE ALL MUD, DIRT, ROCK MULCH AND OTHER MATERIALS TRACKED ONTO ANY PRIVATE OR PUBLIC STREETS OR SIDEWALKS. THE CONTRACTOR MUST CLEAN THESE DAILY, IF NECESSARY. THE CONTRACTOR MUST USE WATER OR OTHER ACCEPTABLE METHODS TO KEEP AIRBORNE DUST TO A REQUIRED MINIMUM.
- PROVIDE PROTECTION TO ALL FINISHED WORK. MAINTAIN SURFACES CLEAN, UNMARRRED, AND SUITABLY PROTECTED UNTIL ACCEPTANCE BY OWNER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE RESULTING FROM CONSTRUCTION ACTIVITY TO EXISTING ELEMENTS THAT ARE TO REMAIN.
- EROSION CONTROL MEASURES (IE: SILT FENCING AND SEDIMENT CONTROL) SHALL BE MAINTAINED BY THE CONTRACTOR PER CIVIL SPECIFICATIONS. ANY EROSION CONTROL MEASURES DAMAGED BY THE CONTRACTOR SHALL BE REPLACED PER CIVIL SPECIFICATIONS.
- PLANT QUANTITIES LISTED IN THE PLANT LEGEND ARE FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL DO THEIR OWN TAKE-OFFS AND BASE BID ACCORDINGLY.
- ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL BRANCHED, AND DENSELY FOLIATED (WHEN IN-LEAF) AS IS TYPICAL FOR THE SPECIES. THEY SHALL HAVE HEALTHY, WELL DEVELOPED STANDARDS, AND BE FREE OF ANY BRUISES, CUTS OR OTHER ABNORMALITIES. PLANT MATERIAL SHALL BE SIZED IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMAN.
- OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL DEEMED UNACCEPTABLE.
- LANDSCAPE CONTRACTOR TO TAG AND HOLD ALL PLANT MATERIAL A MINIMUM OF 30 DAYS PRIOR TO DATE OF INSTALLATION. ALL PLANT MATERIAL SUBSTITUTIONS MADE WITHIN THE 30 DAYS PRIOR TO INSTALLATION TO BE THE NEXT SIZE LARGER AT NO ADDITIONAL COST TO THE CLIENT.
- ALL TREE LOCATIONS TO BE STAKED AND APPROVED BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- INSTALL ALL CANOPY TREES WITH A MINIMUM OF 10 FT. SEPARATION FROM ALL UTILITIES, UNLESS A ROOT BARRIER IS UTILIZED.
- THE LANDSCAPE CONTRACTOR SHALL MAINTAIN PLANTED AREAS BY MEANS OF CONTINUOUS WATERING, PRUNING, RAISING TREE ROOT BALLS WHICH SETTLE BELOW GRADE, APPLICATION OF SPRAYS WHICH ARE NECESSARY TO KEEP THE PLANTING FREE OF INSECTS AND DISEASES, FERTILIZING, WEEDING, MOVING, EDGING AND/OR OTHER OPERATIONS NECESSARY FOR PROPER CARE AND UPKEEP.
- DECOMPOSED GRANITE: ALL AREAS LABELED DECOMPOSED GRANITE ON THE PLANS ARE TO BE APPROVED BY OWNER. 2" DEPTH THROUGHOUT ENTIRE PROJECT. FINISH GRADE IN ALL AREAS TO BE SMOOTH AND EVEN AND 1/2" BELOW TOP OF CURB OR SIDEWALK.
- AREAS TO RECEIVE DECOMPOSED GRANITE SHALL BE SPRAYED A MINIMUM OF TWO APPLICATIONS APPROVED PRE-EMERGENT HERBICIDE (SURFLAN OR APPROVED EQUAL). FIRST APPLICATION SHALL BE APPLIED DIRECTLY TO THE SOIL SURFACE. SECOND APPLICATION SHALL BE APPLIED TO DECOMPOSED GRANITE AFTER SETTLEMENT. ALL HERBICIDE APPLICATIONS SHALL BE MADE BY A LICENSED APPLICATOR IN ACCORDANCE WITH THE MANUFACTURER'S DIRECTIONS. PROVIDE LISTING OF MANUFACTURERS WITH CHEMICAL ANALYSIS AND APPLICATIONS. PROVIDE 48 HOUR NOTIFICATION TO THE OWNER'S REPRESENTATIVE PRIOR TO STARTING APPLICATIONS. FIELD VERIFY INSTALLATION LIMITS OF ALL DECOMPOSED GRANITE COVER WITH THE OWNER'S REPRESENTATIVE PRIOR TO STARTING ANY WORK.
- DECOMPOSED GRANITE SHALL EXTEND UNDER TREES AND SHRUBS.
- PRIOR TO INITIATING THE 90-DAY MAINTENANCE PERIOD, COMPLETE ANY INITIAL PUNCH-LIST ITEMS. THEN OBTAIN APPROVAL FROM OWNER'S REPRESENTATIVE OF SUBSTANTIAL COMPLETION. DETERMINE WITH THE OWNER'S REPRESENTATIVE THE START DATE FOR THE 90-DAY MAINTENANCE PERIOD. CONTRACTOR TO MAINTAIN LANDSCAPE WHICH MAY INCLUDE WATERING, WEEDING, PRUNING, AND REPLACEMENT OF ANY MATERIAL THAT HAS DIED OR IS SHOWING EVIDENCE OF STRESS. SUBMIT WRITTEN REQUEST FOR FINAL PUNCH-LIST ONE WEEK PRIOR TO END OF MAINTENANCE PERIOD.
- ALL GENERAL CONDITIONS, SUPPLEMENTARY GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS OF THE CONTRACT SHALL APPLY.
- CONTRACTOR SHALL COORDINATE WITH EACH INDIVIDUAL OWNER ON LOW-VOLTAGE LANDSCAPE LIGHTING RESTORATION, TYP.

LANDSCAPE LEGEND

TREES			
SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE	QTY
	Existing Tree / Date Palm to Remain	-	-
	Parkinsoia florida Blue Palo Verde	36" Box, 2" Cal. Min.	2

SHRUBS & GROUND COVER			
SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE	QTY
	Lantana x 'New Gold' New Gold Lantana	5 Gal.	34
	Simmondsia chinensis 'Vista' Compact Jobjoba	5 Gal.	21

ACCENTS & GRASSES			
SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE	QTY
	Agave Murpheyi Hohokam Agave	5 Gal.	1
	Agave victoriae-reginae Queen Victoria-Agave	5 Gal.	31
	Carnegiea gigantea Saguaro	8'-10' Ht. Min.	1
	Echinocactus grusonii Golden Barrel Cactus	12" Dia. Min.	25
	Opuntia basilaris Beavertail Prickly Pear	6 Pad Min.	9

MISCELLANEOUS		
SYMBOL	DESCRIPTION	QTY
	Decomposed Granite Color: Madison Gold; Size: 3/4" screened, 2" depth	443 SY
	Decomposed Granite Color: Match Existing; Size: Match Existing; 2" depth	172 SY
	Rip-Rap Color: Match Existing; Size: Match Existing	3 CY
	Boulder 2'	9 EA
	Boulder 3'	1 EA

- NOTES**
- THE LANDSCAPE AND IRRIGATION DESIGN WILL COMPLY WITH TOWN OF PARADISE VALLEY CODE AND CITY OF SCOTTSDALE DSPM CHAPTER 8.
 - SIGHT VISIBILITY PER COS DSPM CHAPTER 5

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	CON-23-051 ENG	6	18	

1681 E. CAMELBACK ROAD
SUITE 400
PHOENIX, AZ 85016

PHONE: 602-944-5500
FAX: 602-944-7423
www.kimley-horn.com



CALL TWO WORKING DAYS BEFORE YOU DIG

602-263-1100

1-800-STAKE-IT

(OUTSIDE MARICOPA COUNTY)

PRELIMINARY

90%

NOT FOR CONSTRUCTION OR RECORDING

LANDSCAPE COVER SHEET

TOWN OF PARADISE VALLEY

DOUBLETREE RANCH RD
TOWN ENTRY BEAUTIFICATION

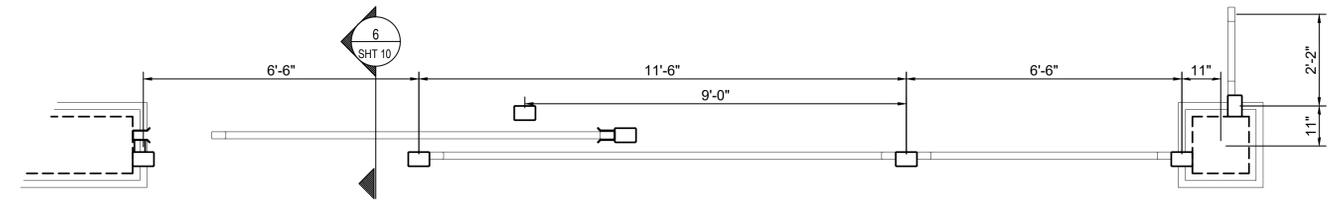
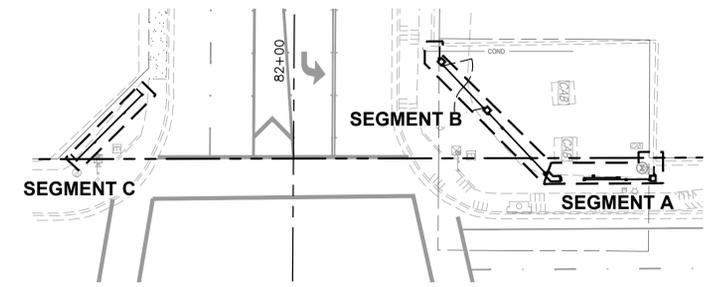
CON-23-051 ENG

DR: REG	DES: REG	CK: ASD	NO.	TOTAL
DATE: 03/25	DATE: 03/25	DATE: 03/25	6	18
SCALE: NONE			6	18

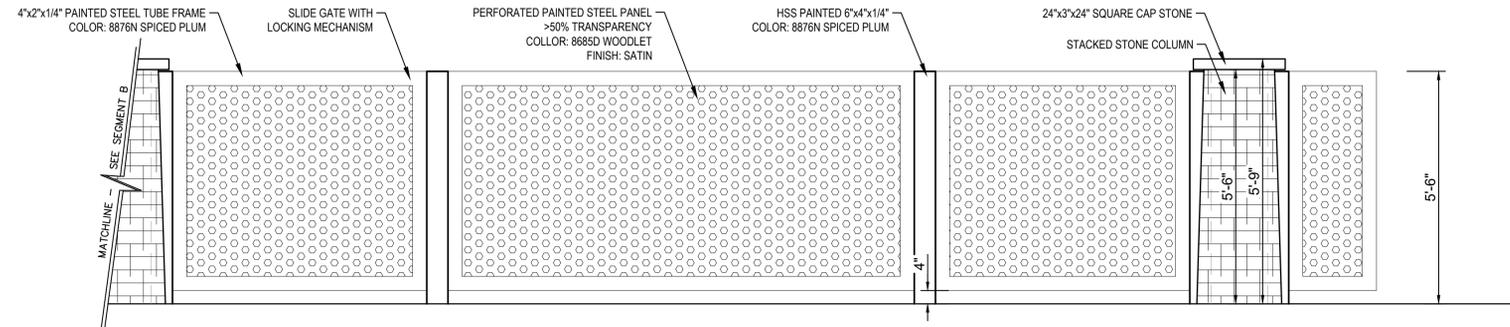
F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	CON-23-051 ENG	9	18	

1681 E. CAMELBACK ROAD
SUITE 400
PHOENIX, AZ 85016

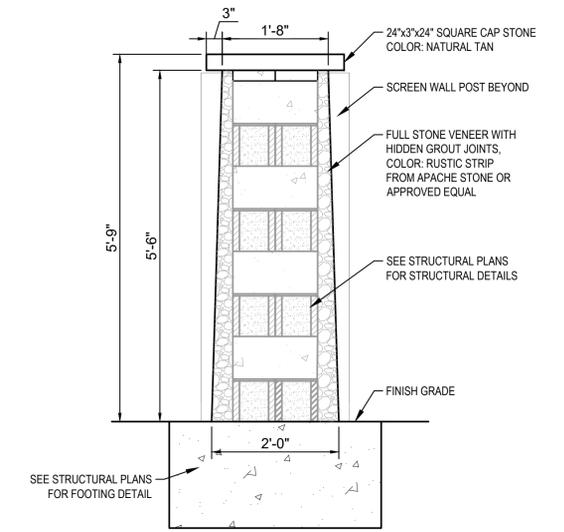
PHONE: 602-944-5500
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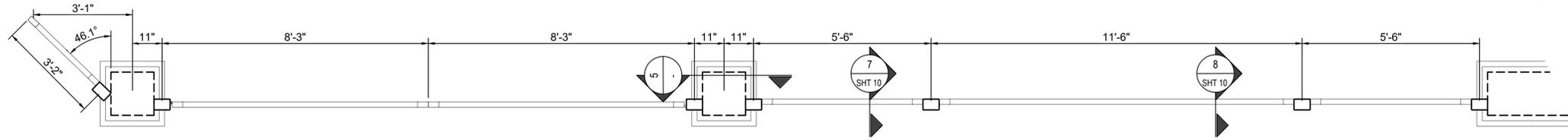
1 DECORATIVE SCREEN WALL - SEGMENT A PLAN VIEW
SCALE: N.T.S.



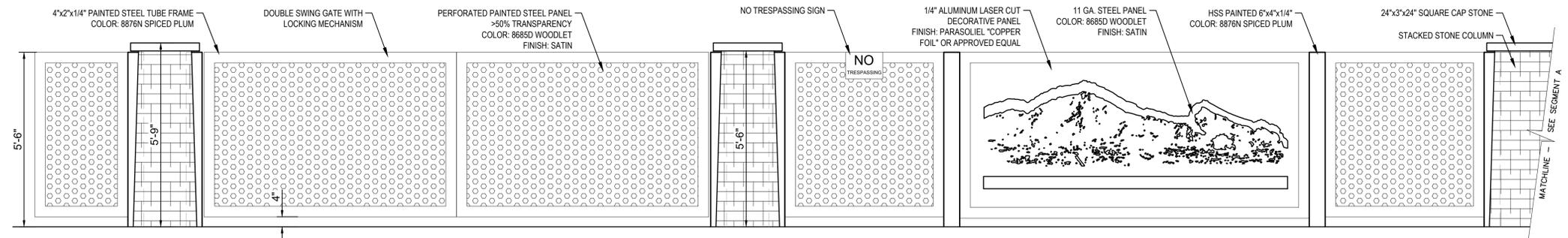
2 DECORATIVE SCREEN WALL - SEGMENT A ELEVATION
SCALE: N.T.S.



5 COLUMN MATERIALS
SCALE: N.T.S.



3 DECORATIVE SCREEN WALL - SEGMENT B PLAN VIEW
SCALE: N.T.S.



4 DECORATIVE SCREEN WALL - SEGMENT B ELEVATION
SCALE: N.T.S.

PRELIMINARY
90%
NOT FOR CONSTRUCTION OR RECORDING

CALL TWO WORKING DAYS BEFORE YOU DIG
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1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

HARDSCAPE DETAILS
TOWN OF PARADISE VALLEY
DOUBLETREE RANCH RD
TOWN ENTRY BEAUTIFICATION
CON-23-051 ENG

DR: REG	DES: REG	CK: ASD	NO.	TOTAL
DATE: 03/25	DATE: 03/25	DATE: 03/25	9	18

SCALE: NONE

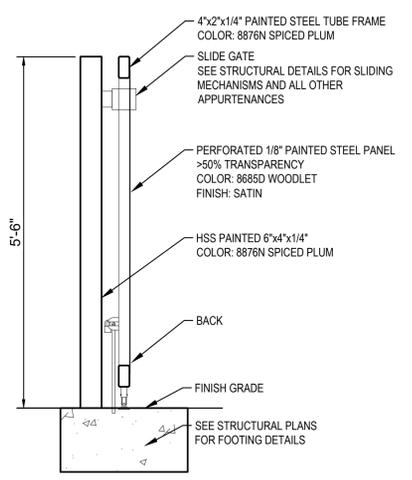
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 NO. DESCRIPTION REV BY/CKD BY DATE
 REVISION BY TOWN OF PARADISE VALLEY
 NO. DESCRIPTION REV BY/CKD BY DATE
 REVISION BY TOWN OF PARADISE VALLEY
 NO. DESCRIPTION REV BY/CKD BY DATE
 K:\PIX LA\091054028_DOUBLETREE RANCH RD ENTRY BEAUTIFICATION\CADD\PLANS\LANDSCAPE\091054028_LS01.DWG | GERVASIO, RACHAEL | 3/28/2025

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	CON-23-051 ENG	10	18	

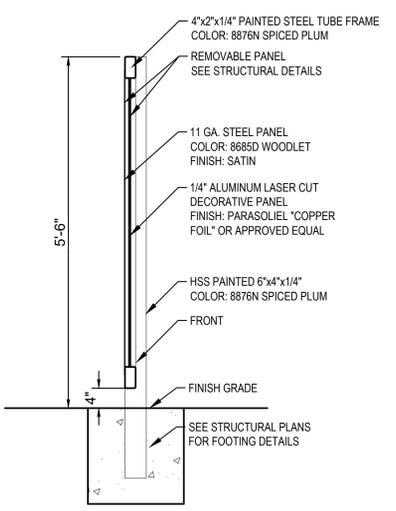
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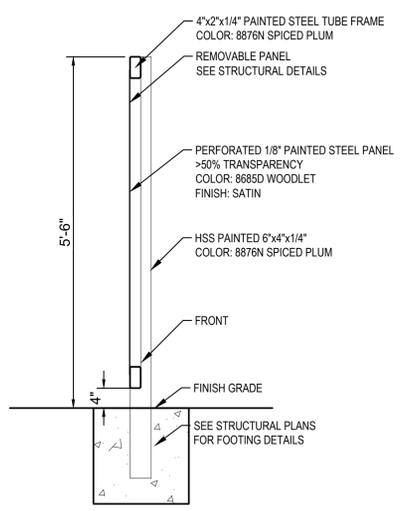
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 REVISION BY TOWN OF PARADISE VALLEY | REV BY/CHK BY DATE
 NO. DESCRIPTION
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 NO. DESCRIPTION
 REVISION BY TOWN OF PARADISE VALLEY | REV BY/CHK BY DATE
 NO. DESCRIPTION



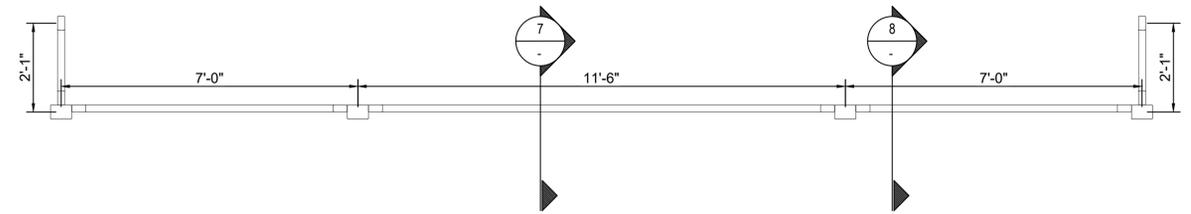
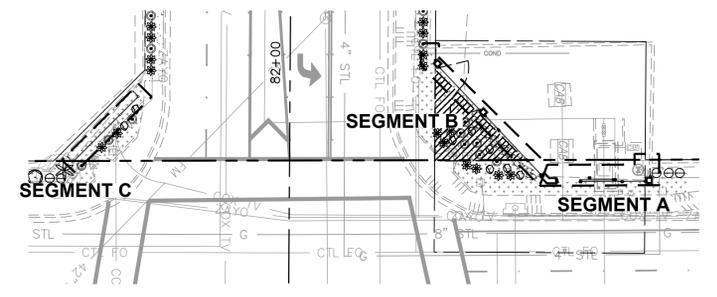
6 DECORATIVE SCREEN WALL - SECTION 6 SLIDE GATE SCALE: N.T.S.



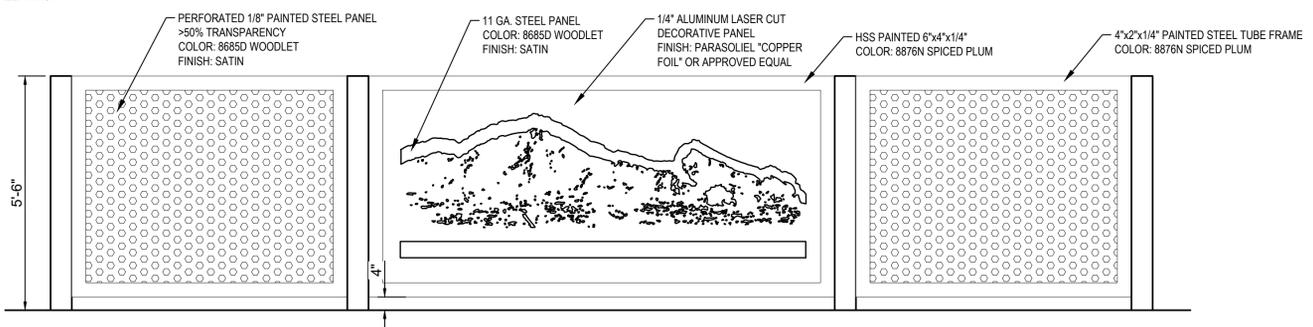
7 DECORATIVE SCREEN WALL - SECTION 7 DECORATIVE PANEL SCALE: N.T.S.



8 DECORATIVE SCREEN WALL - SECTION 8 PERFORATED PANEL SCALE: N.T.S.



9 DECORATIVE SCREEN WALL - SEGMENT C PLAN VIEW SCALE: N.T.S.



10 DECORATIVE SCREEN WALL - SEGMENT C ELEVATION SCALE: N.T.S.

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HARDSCAPE DETAILS

TOWN OF PARADISE VALLEY

DOUBLETREE RANCH RD
TOWN ENTRY BEAUTIFICATION

CON-23-051 ENG

DR: REG	DES: REG	CHK: ASD	NO.	TOTAL
DATE: 03/25	DATE: 03/25	DATE: 03/25	10	18

SCALE: NONE

K:\PIX LA\091054028_DBLTREERANCH RD ENTRY BEAUTIFICATION\CADD\PLANS\LANDSCAPE\091054028_IR01.DWG | GERVASIO, RACHAEL | 3/28/2025

REVISION BY TOWN OF PARADISE VALLEY	REV BY	CHK BY	DATE
DESCRIPTION	NO.		
REVISION BY TOWN OF PARADISE VALLEY	REV BY	CHK BY	DATE
DESCRIPTION	NO.		
REVISION BY TOWN OF PARADISE VALLEY	REV BY	CHK BY	DATE
DESCRIPTION	NO.		

GENERAL IRRIGATION NOTES

- CONTRACTOR SHALL REVIEW AND FIELD VERIFY LAYOUT OF ALL IRRIGATION SYSTEM COMPONENTS AND HAVE THE LAYOUT APPROVED BY THE TOWN OF PARADISE VALLEY OR OWNER'S REPRESENTATIVE PRIOR TO STARTING INSTALLATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY COMPONENTS AND COMPLETING THE INSTALLATION OF A FULLY AUTOMATIC AND OPERATIVE IRRIGATION SYSTEM, AS INDICATED ON THE PLANS, PRIOR TO THE START OF ANY PLANTING OPERATIONS.
- SYSTEM DESIGN REQUIRES A MINIMUM STATIC PRESSURE OF 65 PSI. CONTRACTOR SHALL FIELD VERIFY PRESSURE PRIOR TO ORDERING MATERIAL OR STARTING IRRIGATION AND NOTIFY CONSULTANT AND TOWN OF PARADISE VALLEY REPRESENTATIVE OF ANY DIFFERENCE FROM PRESSURE INDICATED. IF CONTRACTOR FAILS TO NOTIFY CONSULTANT AND THE TOWN OF PARADISE VALLEY REPRESENTATIVE, HE ASSUMES FULL RESPONSIBILITY FOR ANY SYSTEM ALTERATIONS.
- ALL PIPING AND WIRING PLACED UNDER PAVED AREAS SHALL BE PER THE MOST CURRENT VERSION OF MAG SPECIFICATIONS AND DETAILS SECTION 440.12.3.C. SLEEVE INSTALLATIONS SHALL BE COMPLETED PRIOR TO THE START OF ANY PAVING OPERATIONS (SEE ENGINEERING PAVING PLANS). WHERE NECESSARY, VERIFY EXISTING SLEEVE LOCATIONS AND DETERMINE CONDITION AND COMPATIBILITY WITH DESIGN PRIOR TO THE START OF ANY OTHER WORK; SLEEVING BENEATH EXISTING PAVEMENTS SHALL BE INSTALLED BY BORING UNLESS OTHERWISE APPROVED BY THE OWNER'S REPRESENTATIVE.
- THE IRRIGATION SYSTEM LAYOUT SHOWN ON THE DRAWINGS IS GENERALLY SCHEMATIC. ALL VALVES, COMPONENTS, PIPING, FITTINGS AND EQUIPMENT SHALL BE LOCATED WITHIN LANDSCAPE AREAS UNLESS SLEEVED OR OTHERWISE SHOWN OR APPROVED BY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING NEW IRRIGATION SYSTEM COMPONENTS AND CONNECTION WHICH WILL PROVIDE FULL AUTOMATIC OPERATION AND 100% COMPLETE COVERAGE TO ALL PLANTS AS INDICATED ON THE PLANS WITHOUT RUN-OFF OR OVERTHROW ONTO ANY PAVED SURFACES.
- REFER TO DETAILS AND MANUFACTURER'S DIRECTIONS FOR INSTALLATION PROCEDURES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL PIPING NECESSARY TO PROVIDE A COMPLETE AND FULLY OPERATIONAL IRRIGATION SYSTEM INCLUDING ALL SUB-LATERAL PIPING, FITTINGS, AND RISERS TO EACH PLANT EMITTER AS SPECIFIED AND AS DETAILED, WHETHER OR NOT PIPING IS SHOWN ON THE PLANS.

EXISTING IRRIGATION SYSTEM NOTES

- THE CONTRACTOR SHALL VERIFY FUNCTIONALITY AND VIABILITY OF EXISTING IRRIGATION SYSTEM (INCLUDING AVAILABLE PRESSURE) PRIOR TO THE COMMENCEMENT OF WORK. EXISTING IRRIGATION COMPONENTS AND EQUIPMENT INCLUDING UNDERGROUND PIPING SHALL BE PROTECTED IN PLACE OR FIELD ADJUSTED BASED ON SITE IMPROVEMENTS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL IRRIGATION PIPING PRIOR TO THE COMMENCEMENT OF WORK.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO EVALUATE THE FEASIBILITY OF ALL ADJUSTMENTS AND ADDITIONS TO THE EXISTING IRRIGATION SYSTEM. UPGRADE THE EXISTING CONTROLLER TO RUN EXISTING AND ADDED STATIONS, WITH PRIOR APPROVAL FROM THE TOWN OF PARADISE VALLEY.
- CONTRACTOR SHALL EVALUATE THE CONDITION OF EXISTING SPRAY AND DRIP EMISSION DEVICES. REPAIR OR REPLACE DAMAGED OR INADEQUATE COMPONENTS OF LIKE MAKE AND MODEL. SUBMIT CUT SHEETS OF PROPOSED IRRIGATION EQUIPMENT TO THE TOWN OF PARADISE VALLEY FOR APPROVAL.
- EXISTING DRIP TUBING AND EMISSION DEVICES SHALL BE ADJUSTED TO ACCOMMODATE PLANTING IMPROVEMENTS. DRIP TUBING SHALL LAY DIRECTLY ON FINISH GRADE AND BE COMPLETELY COVERED BY ROCK MULCH.
- IRRIGATION SYSTEM IMPROVEMENTS SHALL BE MADE TO THE FOLLOWING SPECIFICATIONS:
 - ALL IRRIGATION SYSTEMS SHALL BE DESIGNED TO AVOID RUNOFF ONTO HARDSCAPE FROM LOW HEAD DRAINAGE, OVERSPRAY AND OTHER SIMILAR CONDITIONS WHERE WATER FLOWS ONTO ADJACENT PROPERTY, NONIRRIGATED AREAS, WALKS, ROADWAY, OR STRUCTURES.
 - LAWN SPRAYHEADS SHALL BE SET BACK FROM HARDSCAPE A MINIMUM OF 6 INCHES
 - DESIGN SPRAYHEAD STATIONS WITH CONSIDERATION FOR WORST WIND CONDITIONS. CLOSE SPACING AND LOW-ANGLE NOZZLES ARE REQUIRED IN HIGH AND FREQUENT WIND AREAS.
 - SPACING OF SPRINKLER HEADS SHALL NOT EXCEED MANUFACTURER'S MAXIMUM RECOMMENDATIONS FOR PROPER COVERAGE. THE PLAN DESIGN SHALL SHOW A MINIMUM OF 0.75 (75%) DISTRIBUTION UNIFORMITY.

IRRIGATION LEGEND

MATERIALS AND EQUIPMENT		
SYM	MANUFACTURER / MODEL / DESCRIPTION	QTY
<input checked="" type="checkbox"/>	Water Meter - 1" Service	1
<input checked="" type="checkbox"/>	Solar Controller - LEIT 4006 6-Station, with MKIT 4000 Mounting Kit. Install Per Manufacturer's Specifications. LEMA 1600 HE Solenoid with 30-921 Adapter per Remote Control Valve.	1
<input type="checkbox"/>	Backflow Preventer and Enclosure 1" FEBCO 8257A, Guardshack GS-2	1
<input checked="" type="checkbox"/>	Rain Bird XCZLF-100-PRF Low Flow Control Zone Kit with 1" PR RBY Filter	2
<input type="checkbox"/>	Flush End Cap	4
<i>Not Shown</i>	Bowsmith Multi-Outlet Emitter ML200 Series: • Trees - Bowsmith ML220 • Shrubs, Accents, Groundcover - Bowsmith ML210	30
<input checked="" type="checkbox"/>	Irrigation Restoration	187 SY

SLEEVE SCHEDULE		
SYM	SIZE & DESCRIPTION	QTY
<input checked="" type="checkbox"/>	Schedule 40 PVC 2" Lateral Sleeve, Spears or Equal *X* Indicates Quantity	78 LF

NOTES

- IRRIGATION PIPE ROUTING AND EQUIPMENT ARE DIAGRAMMATICALLY SHOWN AND SHALL BE FIELD ADJUSTED TO AVOID CONFLICTS WITH AND DISTURBANCE OF EXISTING UTILITY LOCATIONS AND EXISTING PLANT MATERIAL.
- EXISTING PLANTS TO REMAIN SHALL CONTINUE TO BE WATERED WITH EXISTING IRRIGATION SYSTEM WHERE APPLICABLE. WHERE NOT FEASIBLE, CONTRACTOR SHALL PROVIDE WATER WITH NEW PIPE LATERALS.
- EXISTING PLANT MATERIAL SHALL BE CONTINUOUSLY WATERED DURING CONSTRUCTION THROUGH HAND WATERING OR OTHER MEANS.
- CONTRACTOR SHALL MAINTAIN FUNCTIONALITY OF THE EXISTING SYSTEM OUTSIDE OF THE PROJECT LIMITS. COORDINATE WITH THE TOWN OF PARADISE VALLEY AND THE PROPERTY OWNERS FOR TIE-INS AND TEMPORARY INTERRUPTIONS TO SERVICE.

- ONLY IRRIGATION HEADS WITH MATCHED PRECIPITATION RATES SHALL BE CIRCUITED ON THE SAME VALVE.
- SPRINKLERS, DRIPPERS, VALVES, ETC., MUST BE OPERATED WITHIN MANUFACTURER'S SPECIFICATIONS.

DRIP IRRIGATION DESIGN

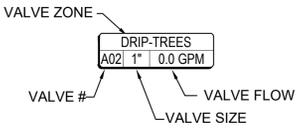
- THE DRIP SYSTEM SHOULD BE SIZED TO ACCOMMODATE MATURE-SIZE PLANTS
- FIELD INSTALLED BELOW GROUND PIPE CONNECTIONS SHALL BE THREADED PVC OR GLUED PVC. THE END OF MICROTUBING MUST BE SECURED BY A STAKE. THE MAXIMUM LENGTH OF MICROTUBING SHOULD NOT EXCEED 12 FEET.
- PLANTS WITH WIDELY DIFFERING WATER REQUIREMENTS SHALL BE VALVED SEPARATELY. AS AN EXAMPLE, SEPARATE TREES FROM SHRUBS. MULTIPLE EMITTER POINT SOURCES OF WATER FOR LARGE SHRUBS AND TREES MUST PROVIDE CONTINUOUS BANDS OF MOISTURE FROM THE ROOTBALL OUT TO THE MATURE DRIP LINE PLUS 20 PERCENT OF THE PLANT DIAMETER.

PIPE SCHEDULE

SYM	SIZE & DESCRIPTION	QTY
—	Copper Service Pipe: 2" Type 'K' Copper Hard Tube	-
— — — — —	Mainline: 1.5" SCH 40 PVC Solvent Weld Pipe with SCH 80 PVC Fittings	15 LF
— T —	Tree Drip Lateral: SCH 40 PVC Solvent Weld Pipe with SCH 40 PVC Fittings (Size Below)	531 LF
— S —	Shrub Drip Lateral: SCH 40 PVC Solvent Weld Pipe with SCH 40 PVC Fittings (Size Below)	1,017 LF

LATERAL PIPE SIZING

GPM FLOW	PIPE SIZE
0 - 8.0	3/4"
8.1 - 13.0	1"



F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	CON-23-051 ENG	11	18	

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PRELIMINARY

90%

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IRRIGATION COVER SHEET

TOWN OF PARADISE VALLEY

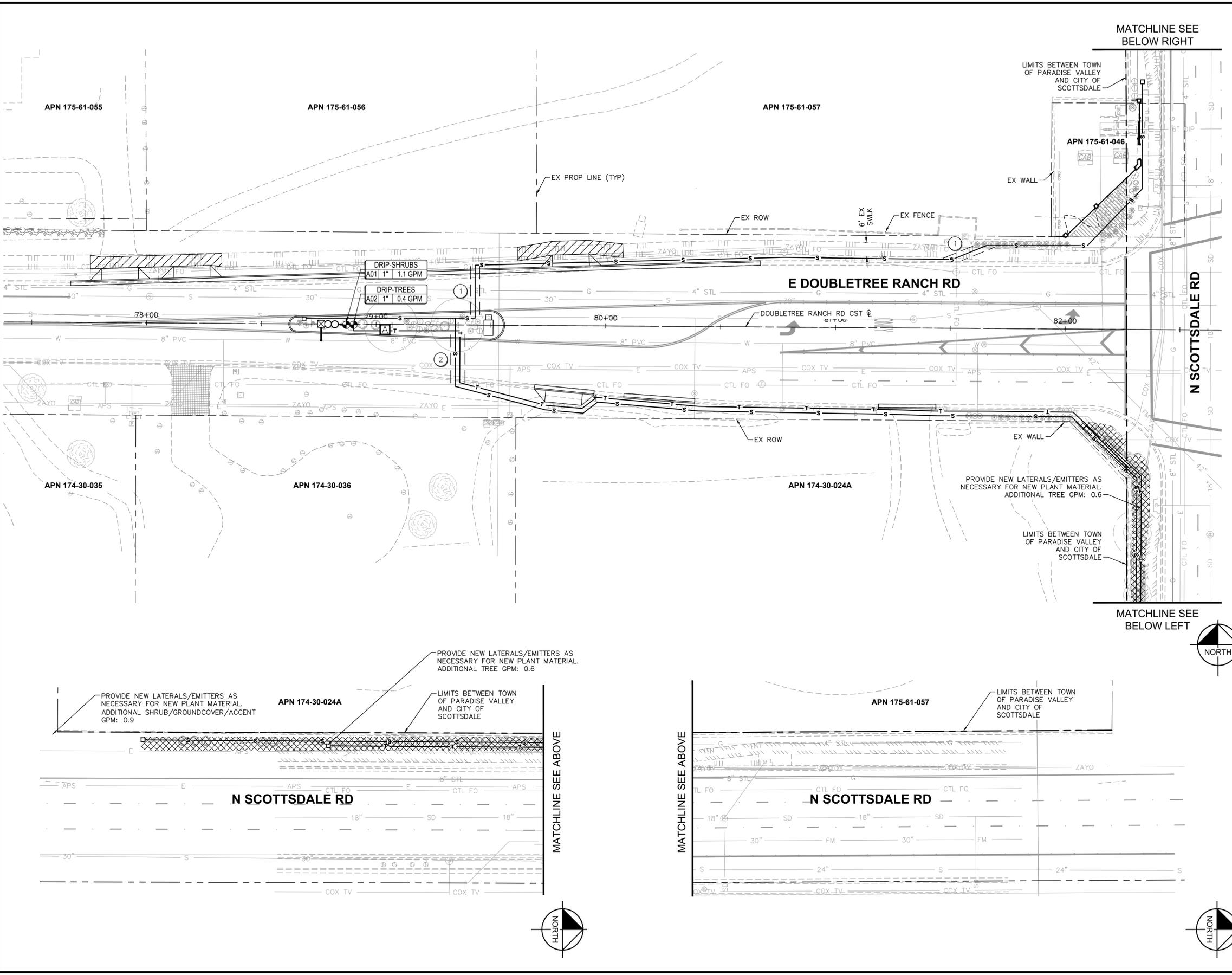
DOUBLETREE RANCH RD
TOWN ENTRY BEAUTIFICATION

CON-23-051 ENG

DR: REG	DES: REG	CK: ASD	NO.	TOTAL
DATE: 03/25	DATE: 03/25	DATE: 03/25	11	18
SCALE: NONE			11	18

K:\PIX LA\091054028_DOUBLETREE RANCH RD ENTRY BEAUTIFICATION\CADD\PLANS\LANDSCAPE\091054028_IR01.DWG | GERVASIO, RACHAEL | 3/28/2025

NO.	DESCRIPTION	REV BY	CHK BY	DATE



F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
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IRRIGATION LEGEND

MATERIALS AND EQUIPMENT

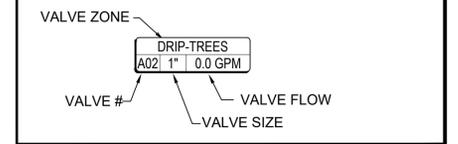
SYM	MANUFACTURER / MODEL / DESCRIPTION
☒	Water Meter - 1" Service
☐	Solar Controller - LEIT 4006 6-Station
○	Backflow Preventer and Enclosure
☉	Rain Bird XCZLF-100-PRF Low Flow Control Zone Kit
□	Flush End Cap
▨	Irrigation Restoration

SLEEVE SCHEDULE

SYM	SIZE & DESCRIPTION
⊗	Schedule 40 PVC 2" Lateral Sleeve, Spears or Equal "X" Indicates Quantity

PIPE SCHEDULE

SYM	SIZE & DESCRIPTION
—	Copper Service Pipe: 2" Type 'K'
---	Mainline: 1.5" SCH 40 PVC
T	Tree Drip Lateral
s	Shrub Drip Lateral



NOTES

- IRRIGATION PIPE ROUTING AND EQUIPMENT ARE DIAGRAMMATICALLY SHOWN AND SHALL BE FIELD ADJUSTED TO AVOID CONFLICTS WITH AND DISTURBANCE OF EXISTING UTILITY LOCATIONS AND EXISTING PLANT MATERIAL.
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GRAPHIC SCALE IN FEET
0 10 20 40

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IRRIGATION PLAN

TOWN OF PARADISE VALLEY

DOUBLETREE RANCH RD
TOWN ENTRY BEAUTIFICATION

CON-23-051 ENG

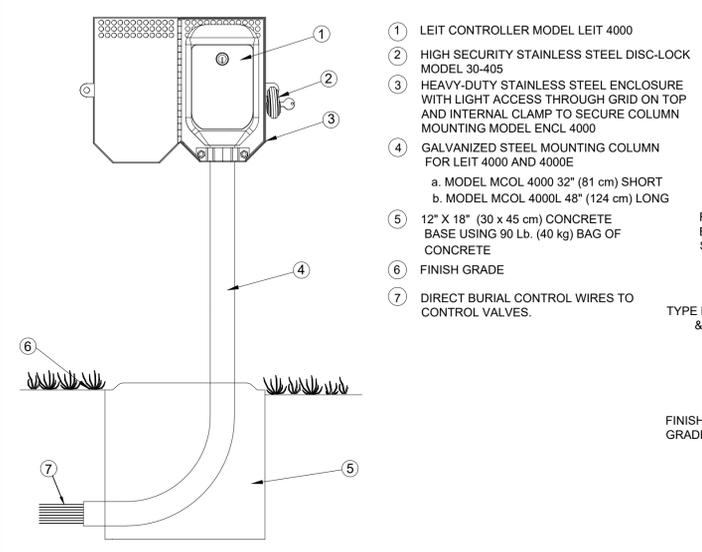
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DATE: 03/25	DATE: 03/25	DATE: 03/25	12	18

SCALE: 1"=20'

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	CON-23-051 ENG	13	18	

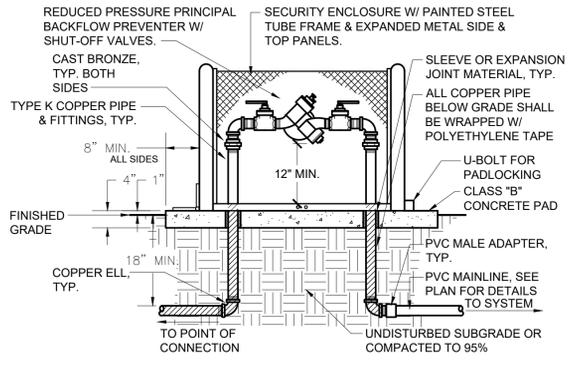
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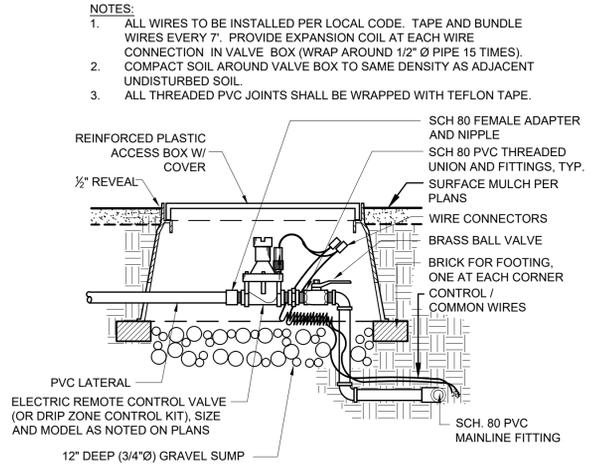


- 1 LEIT CONTROLLER MODEL LEIT 4000
- 2 HIGH SECURITY STAINLESS STEEL DISC-LOCK MODEL 30-405
- 3 HEAVY-DUTY STAINLESS STEEL ENCLOSURE WITH LIGHT ACCESS THROUGH GRID ON TOP AND INTERNAL CLAMP TO SECURE COLUMN MOUNTING MODEL ENCL 4000
- 4 GALVANIZED STEEL MOUNTING COLUMN FOR LEIT 4000 AND 4000E
 - a. MODEL MCOL 4000 32" (81 cm) SHORT
 - b. MODEL MCOL 4000L 48" (124 cm) LONG
- 5 12" X 18" (30 x 45 cm) CONCRETE BASE USING 90 Lb. (40 kg) BAG OF CONCRETE
- 6 FINISH GRADE
- 7 DIRECT BURIAL CONTROL WIRES TO CONTROL VALVES.

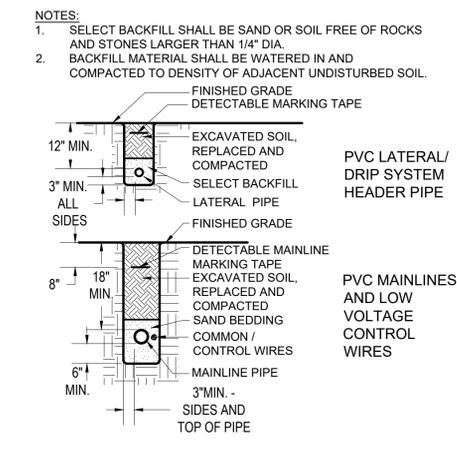
1 LEIT 4000E WITH LIGHT ACCESSIBLE STAINLESS STEEL ENCLOSURE
 SCALE: N.T.S.



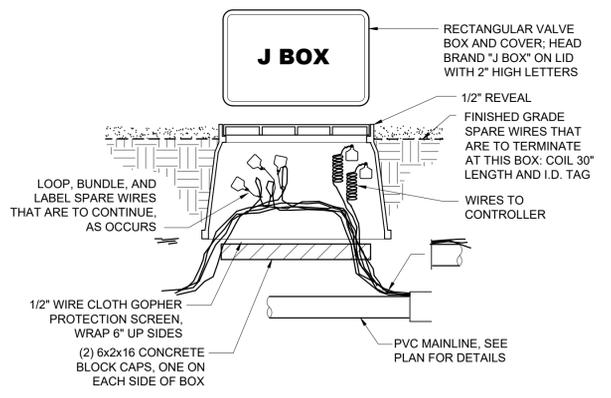
2 BACKFLOW PREVENTER IN SECURITY ENCLOSURE
 SCALE: N.T.S.



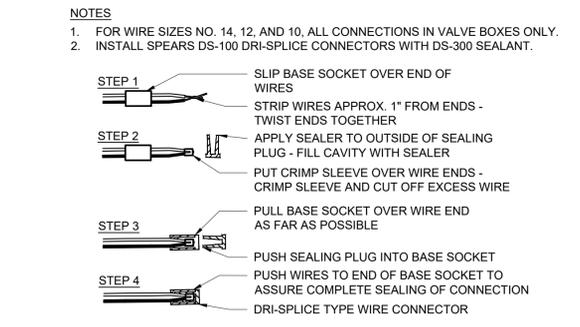
3 ELECTRIC REMOTE CONTROL VALVE
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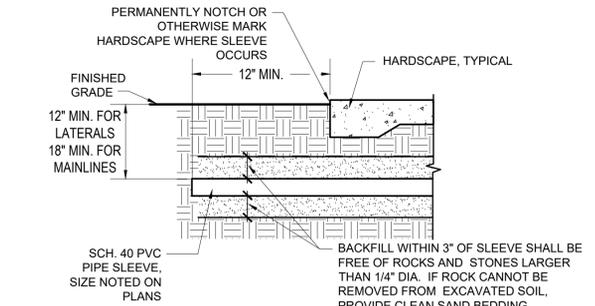
4 PIPE TRENCHING AND BACKFILL - MAINLINE, LATERALS, AND MARKING TAPE
 SCALE: N.T.S.



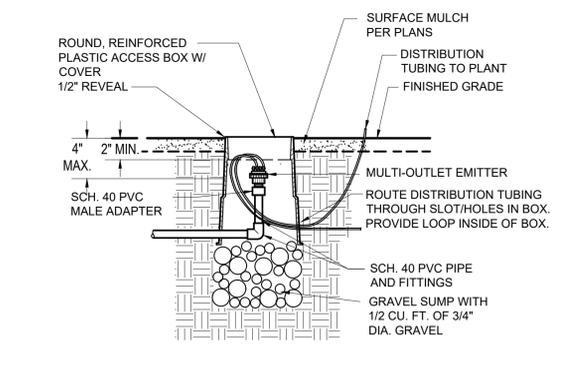
5 IRRIGATION WIRING JUNCTION BOX
 SCALE: N.T.S.



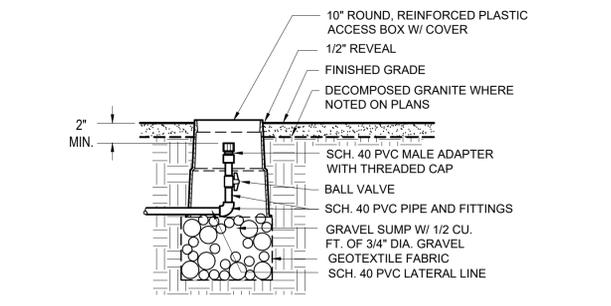
6 IRRIGATION WIRE CONNECTION
 SCALE: N.T.S.



7 MAINLINE AND LATERAL PIPE SLEEVING
 SCALE: N.T.S.



8 MULTI-OUTLET EMITTER
 SCALE: N.T.S.



9 LATERAL FLUSHING END CAP
 SCALE: N.T.S.

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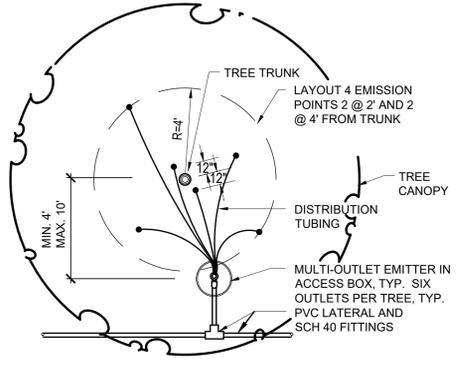
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SCALE: NONE			13	18

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PHOENIX, AZ 85016

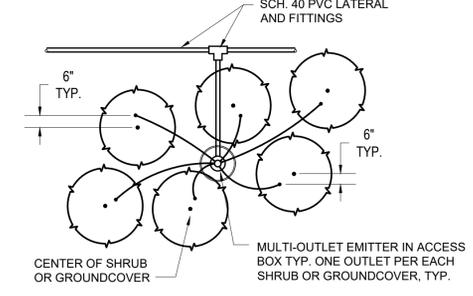
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- NOTE:**
1. LENGTH OF DISTRIBUTION TUBING SHALL NOT EXCEED 12'-0". REFER TO LOCAL JURISDICTIONAL REQUIREMENTS; MAXIMUM ALLOWABLE LENGTH MAY BE LESS.
 2. LAYOUT DISTRIBUTION TUBING AS SHOWN AND LOCATE DISCHARGE POINT 2" ABOVE FINISHED GRADE.

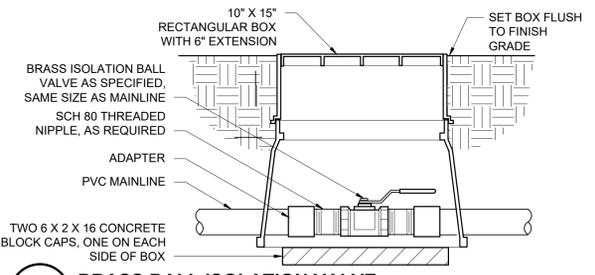


10 EMITTER DISTRIBUTION TUBING LAYOUT - TREES
SCALE: N.T.S.

- NOTES:**
1. LENGTH OF DISTRIBUTION TUBING SHALL NOT EXCEED 12'-0". REFER TO LOCAL JURISDICTIONAL REQUIREMENTS; MAXIMUM ALLOWABLE LENGTH MAY BE LESS.
 2. LAYOUT DISTRIBUTION TUBING AS SHOWN AND LOCATE DISCHARGE POINT 2" ABOVE FINISHED GRADE.



11 EMITTER DISTRIBUTION TUBING LAYOUT - SHRUBS
SCALE: N.T.S.



12 BRASS BALL ISOLATION VALVE
SCALE: N.T.S.

REVISION BY TOWN OF PARADISE VALLEY	REV BY	CRD	BY	DATE
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DATE: 03/25	DATE: 03/25	DATE: 03/25	14	18
SCALE: NONE			14	18

GENERAL STRUCTURAL NOTES

DESIGN SPECIFICATIONS

2015 INTERNATIONAL BUILDING CODE (IBC) WITH TOWN OF PARADISE VALLEY AMENDMENTS.
ASCE MINIMUM DESIGN LOADS AND ASSOCIATED CRITERIA FOR BUILDINGS AND OTHER STRUCTURES (ASCE 7-16).
BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE (ACI 318-14).

CONSTRUCTION SPECIFICATIONS

MARICOPA ASSOCIATION OF GOVERNMENTS (MAG), UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2025 EDITION.

DESIGN LOADS

WIND DESIGN CRITERIA (ASCE 7-16):
ULTIMATE DESIGN WIND SPEED = 115 MPH
NOMINAL DESIGN WIND SPEED = 89 MPH
RISK CATEGORY = II
EXPOSURE = C
DESIGN WIND PRESSURE = 18 PSF (STRENGTH)

SOIL DESIGN CRITERIA (PRESUMPTIVE IBC VALUES):
WEIGHT OF BACKFILL = 120 PSF
ALLOWABLE BEARING PRESSURE = 1500 PSF
ACTIVE SOIL LOAD (EQUIVALENT FLUID PRESSURE) = 45 PCF
AT-REST SOIL LOAD (EQUIVALENT FLUID PRESSURE) = 60 PCF
PASSIVE SOIL LOAD (EQUIVALENT FLUID PRESSURE) = 150 PCF
UNFACTORED COEFFICIENT OF SLIDING FRICTION = 0.25

LIVE LOAD DESIGN CRITERIA (ASCE 7-16):
LIVE LOAD SURCHARGE = 100 PSF

SEISMIC DESIGN CRITERIA (ASCE 7 HAZARDS TOOL):
RISK CATEGORY = II
SITE CLASS = D
Ia = 1.0
Ss = 0.193g Sps = 0.206g
S1 = 0.062g Sp1 = 0.099g
SEISMIC DESIGN CATEGORY = B

CONCRETE AND REINFORCEMENT

PER MAG STANDARD SPECIFICATIONS SECTIONS 505 & 725.
CAST-IN-PLACE CONCRETE SHALL BE MAG CLASS AA, fc = 4,000 PSI MIN UNLESS NOTED OTHERWISE.
REINFORCING SHALL CONFORM TO ASTM A615, GRADE 60, fy = 60,000 PSI.
HOOKS AND BENDS FOR REINFORCING BARS SHALL CONFORM TO THE REQUIREMENTS OF ACI 318-14.
ALL BEND DIMENSIONS FOR REINFORCING STEEL SHALL BE OUT-TO-OUT OF BARS. ALL PLACEMENT DIMENSIONS FOR REINFORCING STEEL SHALL BE TO CENTER OF BARS UNLESS NOTED OTHERWISE.
ALL REINFORCING SHALL HAVE 2" CLEAR COVER UNLESS NOTED OTHERWISE.
ALL EXPOSED CONCRETE CORNERS SHALL BE CHAMFERED 3/4".

MASONRY AND REINFORCING

PER MAG STANDARD SPECIFICATIONS SECTION 510, 775, & 776.
MASONRY: F'm = 1900 PSI; ASTM C90; NORMAL WEIGHT; RUNNING BOND; BLOCK TYPE AND COLOR SHALL BE COORDINATED WITH AND APPROVED BY THE OWNER.
MORTAR: ASTM C270; TYPE S; CUBE STRENGTH = 1800 PSI; MORTAR COLOR SHALL MATCH BLOCK COLOR
GROUT: ASTM C476; TYPE = COARSE; CUBE STRENGTH = 2500 PSI.
FULLY GROUT ALL CELLS CONTAINING REINFORCING.

JOINTS

CAST-IN-PLACE CONCRETE
WALL FOOTINGS MAY BE CONTINUOUS WITHOUT JOINTS.

COORDINATION

CONTRACTOR SHALL COORDINATE ALL EXISTING CONDITIONS DURING CONSTRUCTION OF PROJECT. UTILITY INFORMATION SHOWN ON THE PLANS MAY NOT BE COMPLETE OR ACCURATELY DEPICT THE LOCATION OF THE FACILITIES SHOWN. THE CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL EXISTING, NEW, RELOCATED AND ABANDONED UTILITIES WITH THE PROJECT PLANS AND NOTIFY RESPECTIVE OWNERS BEFORE COMMENCING THE WORK OF EXCAVATION, INCLUDING ANY DRILLING OR PILING REQUIRED FOR TEMPORARY SHORING. CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND RESOLVED PRIOR TO PROCEEDING WITH THE WORK. SEE CIVIL AND UTILITY DRAWINGS FOR ADDITIONAL INFORMATION.

VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO STARTING WORK. NOTIFY THE ENGINEER OF ANY DISCREPANCIES. DIMENSIONS SHALL NOT BE SCALED FROM DRAWINGS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY SHORING AS REQUIRED TO MAINTAIN TRAFFIC, TO PROTECT UTILITIES, FOR PROTECTION OF WORKERS, OR AS OTHERWISE NEEDED TO ACCOMPLISH THE WORK. THE CONTRACTOR SHALL SUBMIT A PLAN OUTLINING CONSTRUCTION PROCEDURES, SHORING REQUIREMENTS (COST IS INCLUDED IN OTHER ITEMS), AND DESIGN TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO PROCEEDING WITH THE WORK.

SHOP DRAWINGS

REVIEW OF SHOP DRAWINGS BY THE ENGINEER OF RECORD IS LIMITED TO A REVIEW OF CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND GENERAL COMPLIANCE WITH THE INFORMATION GIVEN IN THE PLANS AND SPECIFICATIONS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DIMENSIONS, QUANTITIES, PERFORMANCE, SAFETY, COORDINATION WITH OTHER WORKS, AND ALL OTHER REQUIREMENTS OF THE PLANS AND SPECIFICATIONS. REVIEW DOES NOT AUTHORIZE CHANGES TO THE CONTRACT.

THE CONTRACTOR MUST SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR REVIEW IN ACCORDANCE WITH A SCHEDULE OF SUBMITTALS ACCEPTABLE TO THE ENGINEER. THESE SHOP DRAWINGS MUST HAVE BEEN CHECKED BY, AND STAMPED WITH THE APPROVAL OF THE CONTRACTOR, AND IDENTIFIED AS THE ENGINEER MAY REQUIRE. THE DATA SHOWN ON THE SHOP DRAWINGS MUST BE COMPLETE WITH RESPECT TO DIMENSIONS, DESIGN CRITERIA, AND DULY SIGNED AND SEALED BY A PROFESSIONAL ENGINEER (WHERE APPLICABLE).

SHOP DRAWINGS SHALL INCLUDE COMPLETE DETAILS, SCHEDULE OF FABRICATION AND ASSEMBLY, PROCEDURES, AND DIAGRAMS. INCLUDE DETAIL OF CUTS, CONNECTIONS, CAMBER, HOLES, AND OTHER PERTINENT DATA. INDICATE WELDS BY STANDARDS AWS A2.1 AND A2.4 SYMBOLS, AND SHOW SIZE, LENGTH, AND TYPE OF WELD. PROVIDE SETTING DRAWINGS, TEMPLATES, AND DIRECTIONS FOR INSTALLATION OF ANCHOR BOLTS AND OTHER ANCHORAGES TO BE INSTALLED AS WORK OF OTHERS' SECTIONS.

SHOP DRAWINGS SHALL INCLUDE:
- GATE FRAME, ATTACHMENTS, CONNECTIONS
- MASONRY WALL FINISH

FOUNDATION

ALL FOUNDATIONS SHALL BEAR ON 12 INCHES (MIN) OF PROPERLY COMPACTED STRUCTURE BACKFILL. SUBGRADE PREPARATION, COMPACTION, AND MATERIAL SPECIFICATIONS FOR STRUCTURE BACKFILL SHALL COMPLY WITH MAG SECTION 206.

PAINTING

ALL EXPOSED STEEL SHALL BE PAINTED PER LANDSCAPE PLANS.

ABBREVIATIONS

- ACI AMERICAN CONCRETE INSTITUTE
ASTM AMERICAN SOCIETY FOR TESTING AND MATERIALS
CLR CLEARANCE
IBC INTERNATIONAL BUILDING CODE
MAX MAXIMUM
MIN MINIMUM
PCF POUNDS PER CUBIC FOOT
PSF POUNDS PER SQUARE FOOT
PSI POUNDS PER SQUARE INCH
TYP TYPICAL
VAR VARIES

SPECIAL INSPECTIONS

SPECIAL INSPECTION IS REQUIRED DURING THE FOLLOWING OPERATIONS PER IBC SECTION 1704:

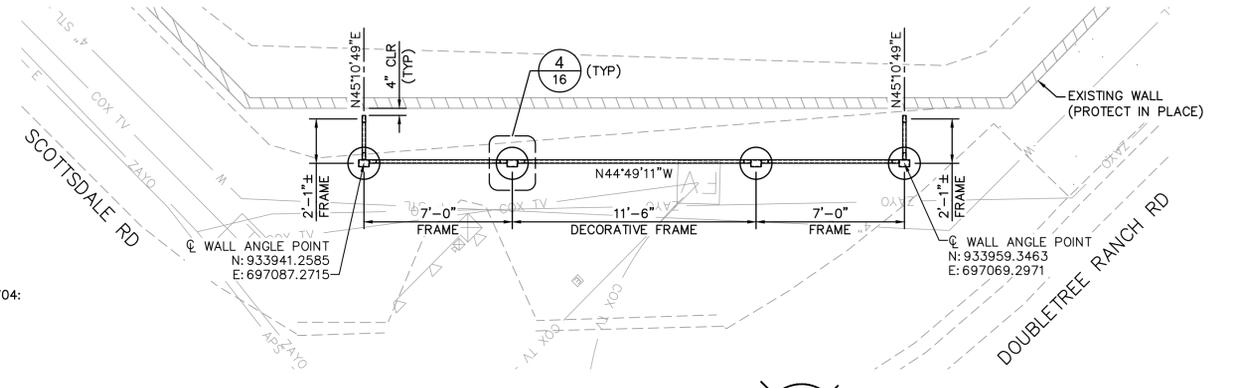
- A. CONCRETE CONSTRUCTION (TABLE 1705.3).
B. MASONRY CONSTRUCTION (TABLE 1705.4).
C. SOILS (TABLE 1705.6).

DUTIES AND RESPONSIBILITIES OF THE SPECIAL INSPECTOR:

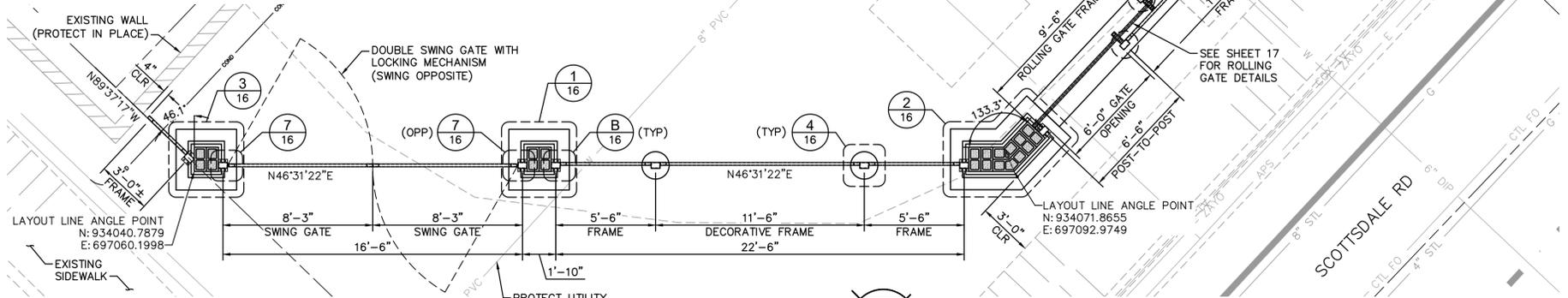
- 1. THE SPECIAL INSPECTOR SHALL OBSERVE THE WORKED ASSIGNED TO BE CERTAIN IT CONFORMS WITH THE APPROVED DESIGN DRAWINGS AND SPECIFICATIONS.
2. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL, THE ENGINEER OF RECORD, AND OWNER. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION, THEN, IF UNCORRECTED, TO THE DESIGN AUTHORITY AND THE BUILDING OFFICIAL.
3. UPON COMPLETION OF THE ASSIGNED WORK, THE ENGINEER SHALL COMPLETE AND SIGN A FINAL REPORT CERTIFYING THAT TO THE BEST OF HIS KNOWLEDGE, THE WORK IS IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS, AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THE CODE.
4. INSPECTIONS SHALL BE PERFORMED BY AN ICC CERTIFIED INSPECTOR EMPLOYED BY THE OWNER/DEVELOPER.
5. SPECIAL INSPECTION OF FILL AROUND THE STRUCTURE SHALL BE PROVIDED AT THE FREQUENCY AS NECESSARY TO ENSURE THAT PROPER FILL AND COMPACTION IS ACHIEVED. COMPACTION TEST FOR EACH LIFT SHALL BE TAKEN PER SPECIFICATION ITEM D-571. THE SPECIAL INSPECTOR SHALL SUBMIT A COMPLIANCE REPORT TO THE OWNER/DEVELOPER AND STRUCTURAL ENGINEER DOCUMENTING FILL TYPE AND PLACEMENT PROCEDURE.

DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

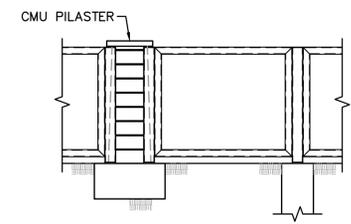
- 1. FOR INSPECTION OF CONCRETE, BOLTS IN CONCRETE, REINFORCING STEEL, EXPANSION BOLTS, ADHESIVE ANCHORS, AND STRUCTURAL MASONRY, NOTIFY THE SPECIAL INSPECTOR THAT WORK IS READY FOR INSPECTION AT LEAST ONE WORKING DAY (24 HOURS MINIMUM) BEFORE SUCH INSPECTION IS REQUIRED.
2. ALL WORK REQUIRING SPECIAL STRUCTURAL INSPECTION SHALL REMAIN ACCESSIBLE AND EXPOSED UNTIL IT IS OBSERVED BY THE SPECIAL STRUCTURAL INSPECTOR.



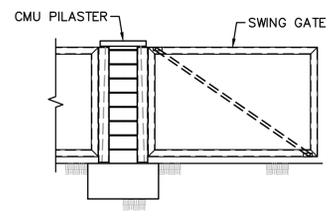
SOUTH PLAN VIEW
SCALE: 1/4" = 1'-0"



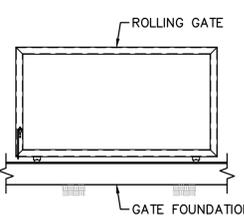
NORTH PLAN VIEW
SCALE: 1/4" = 1'-0"



1 TYPICAL WALL FRAME ELEVATION
SCALE: 1/4" = 1'-0"



2 TYPICAL SWING GATE ELEVATION
SCALE: 1/4" = 1'-0"



3 TYPICAL ROLLING GATE ELEVATION
SCALE: 1/4" = 1'-0"

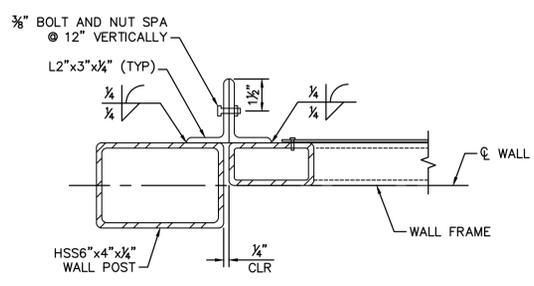
Table with columns: F.H.W.A. REGION, STATE, PROJECT NO., NO., TOTAL, AS-BUILT. Includes Kimley-Horn contact information.

Structural Notes & General Plan for Town of Paradise Valley Doubletree Ranch Rd Town Entry Beautification. Includes project details, scale, and revision table.

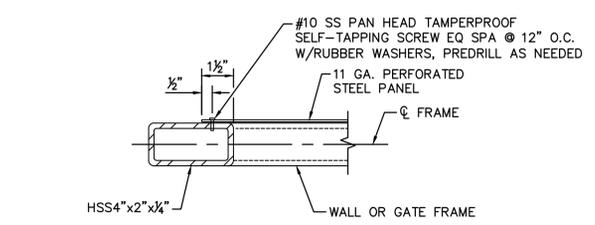
Vertical revision table with columns: NO., DESCRIPTION, REV BY, CKD BY, DATE.

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	CON-23-051 ENG		18	

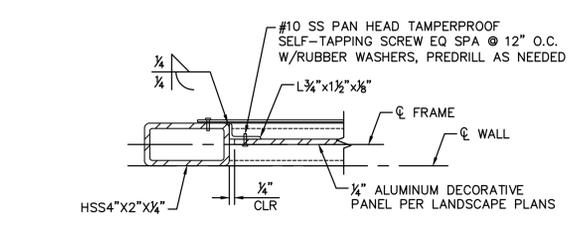
1681 E. CAMELBACK ROAD SUITE 400, PHOENIX, AZ 85016
 PHONE: 602-944-5500 FAX: 602-944-7423 www.kimley-horn.com



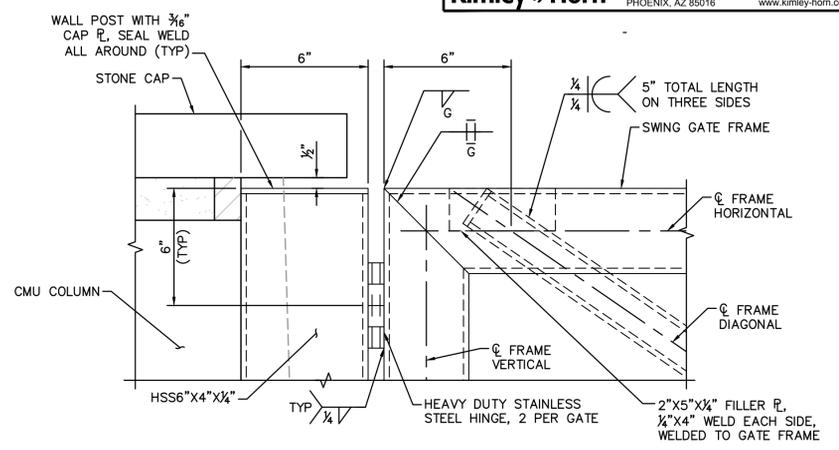
1 TYPICAL WALL FRAME TO WALL POST CONNECTION
 SCALE: 3" = 1'-0"



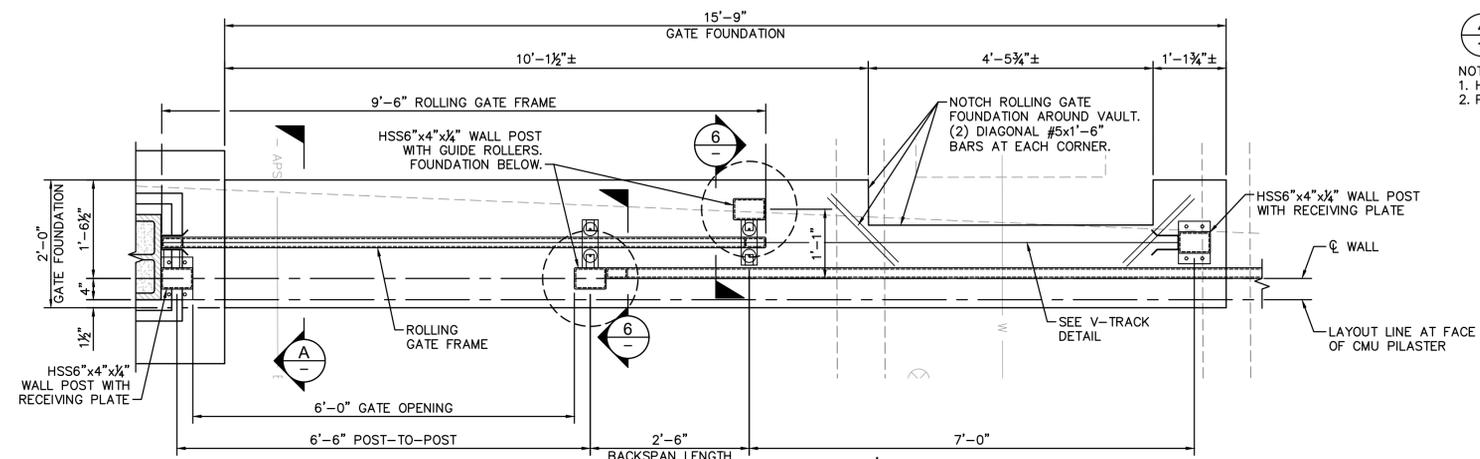
2 TYPICAL FRAME DETAIL (WALL OR GATE)
 SCALE: 3" = 1'-0"
 NOTES:
 1. PERFORATED STEEL PANEL ATTACHED TO HSS FRAME ON ALL FOUR EDGES.



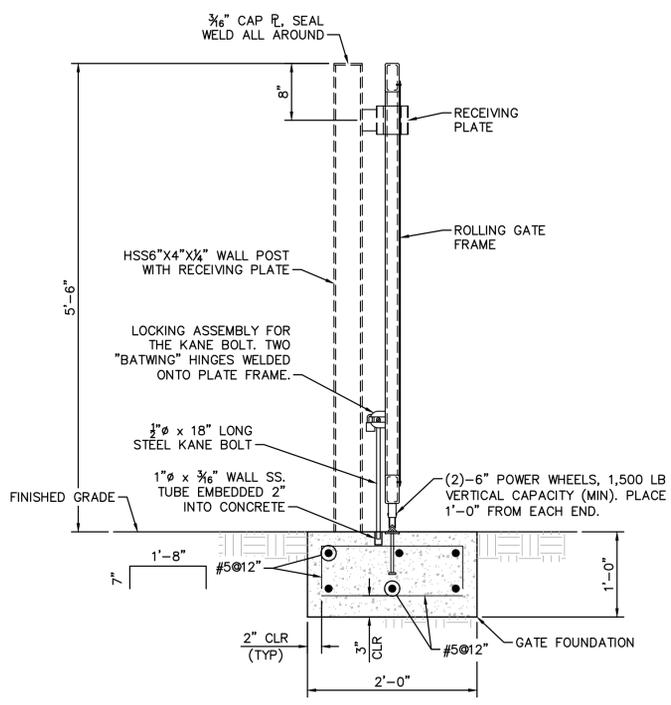
3 ALLUMINUM DECORATIVE FRAME DETAIL
 SCALE: 3" = 1'-0"
 NOTES:
 1. DECORATIVE PANEL ATTACHED TO TYPICAL FRAME ON ALL FOUR EDGES.
 2. REFER TO TYPICAL FRAME DETAIL FOR ALL INFORMATION NOT SHOWN.



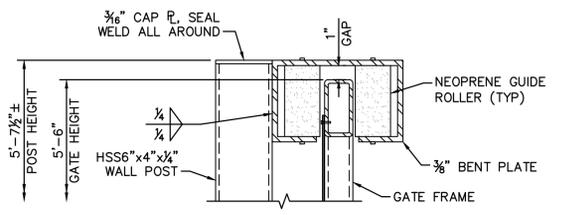
4 SWING GATE HINGE DETAIL
 SCALE: 3" = 1'-0"
 NOTES:
 1. HINGE CONNECTION AT BOTTOM OF GATE SIMILAR.
 2. PERFORATED PANEL NOT SHOWN FOR CLARITY.



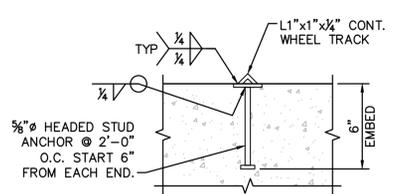
5 ROLLING GATE PLAN
 SCALE: 1/2" = 1'-0"



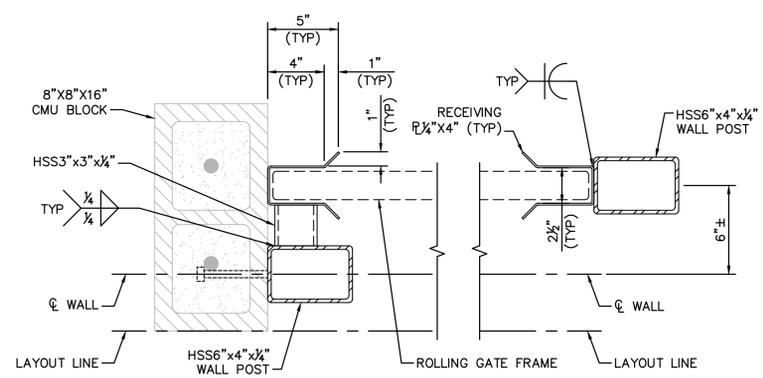
A ROLLING GATE SECTION
 SCALE: 1" = 1'-0"



6 ROLLING GATE GUIDE ROLLERS DETAIL
 SCALE: 2" = 1'-0"



7 V-TRACK DETAIL
 SCALE: 2" = 1'-0"



8 RECEIVING PLATES PLAN VIEW
 SCALE: 3" = 1'-0"

PRELIMINARY
90%
 NOT FOR CONSTRUCTION OR RECORDING

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
 (OUTSIDE MARICOPA COUNTY)

STRUCTURAL DETAILS 2

TOWN OF PARADISE VALLEY

DOUBLETREE RANCH RD
 TOWN ENTRY BEAUTIFICATION

CON-23-051 ENG

DR: CMF	DES: CMF	CHK: CHG	NO.	TOTAL
DATE: 03/25	DATE: 03/25	DATE: 03/25	17	18

SCALE: N/A

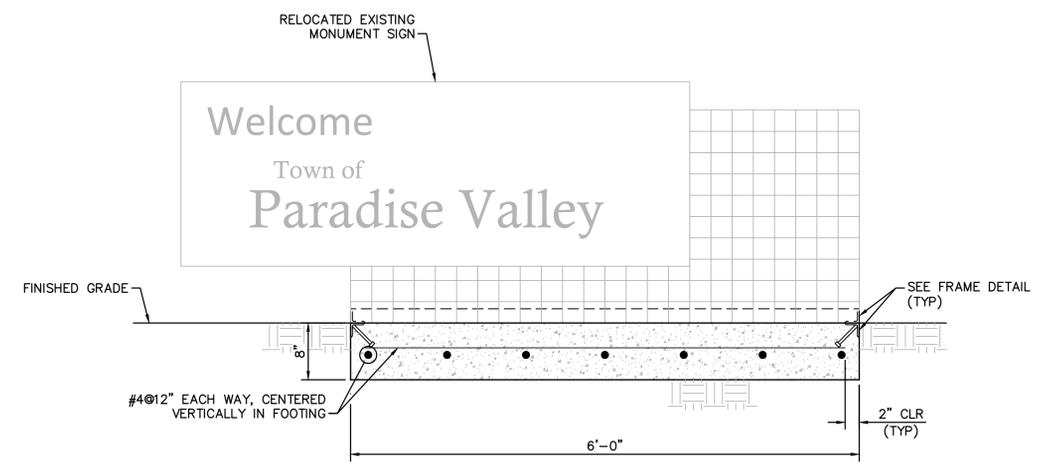
K:\PHX_LA\091054028_DOUBLETREE_RANCH_RD_ENTRY_BEAUTIFICATION\CADD\PLANS\STRUCTURES\ST01.DWG | FURSE, CALEB | 3/28/2025

NO.	DESCRIPTION	REV BY	CHKD BY	DATE

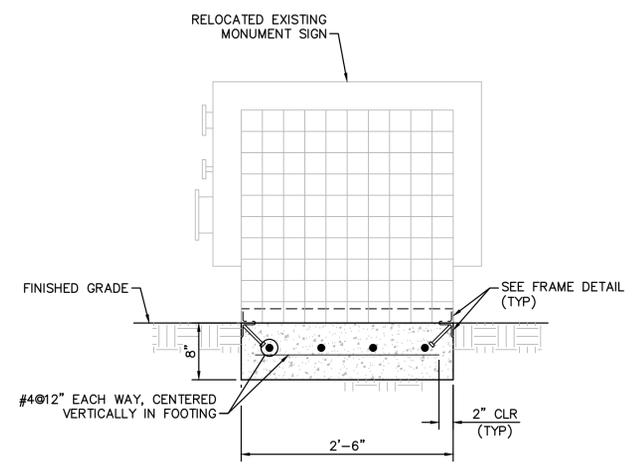
F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	CON-23-051 ENG		18	

1681 E. CAMELBACK ROAD
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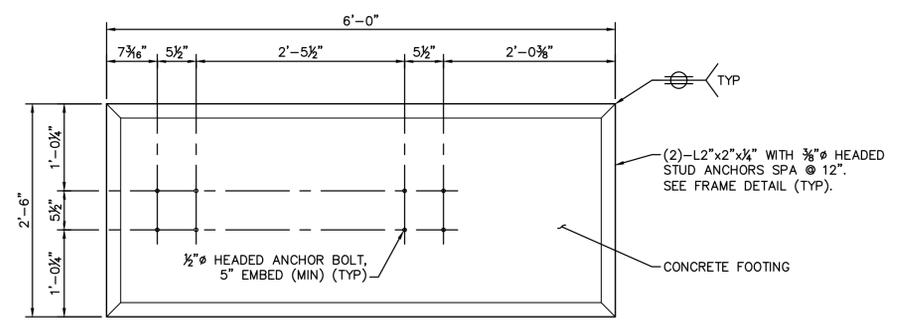
K:\PHX_LA\091054028_DOUBLETREE_RANCH_RD_ENTRY_BEAUTIFICATION\CADD\PLANS\STRUCTURES\ST01.DWG | FURSE, CALEB | 3/28/2025
 REVISION BY TOWN OF PARADISE VALLEY | NO. | DESCRIPTION | REV BY | CKD BY | DATE
 REVISION BY TOWN OF PARADISE VALLEY | NO. | DESCRIPTION | REV BY | CKD BY | DATE
 REVISION BY TOWN OF PARADISE VALLEY | NO. | DESCRIPTION | REV BY | CKD BY | DATE



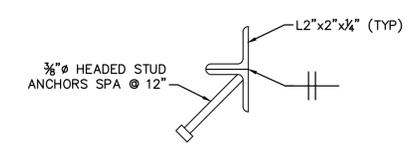
1 MONUMENT SIGN FOUNDATION ELEVATION
SCALE: 1" = 1'-0"



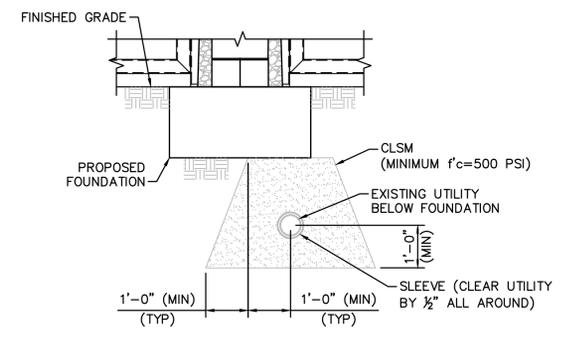
A MONUMENT SIGN FOUNDATION SECTION
SCALE: 1" = 1'-0"



2 MONUMENT SIGN FOUNDATION PLAN
SCALE: 1" = 1'-0"



3 MONUMENT SIGN FRAME DETAIL
SCALE: 3" = 1'-0"
FRAME AND STUDS SHALL BE STAINLESS STEEL



4 UTILITY PROTECTION BELOW FOUNDATION
SCALE: 1/2" = 1'-0"

	PRELIMINARY
	90%
NOT FOR CONSTRUCTION OR RECORDING	
STRUCTURAL DETAILS 3	
TOWN OF PARADISE VALLEY	
DOUBLETREE RANCH RD TOWN ENTRY BEAUTIFICATION	
CON-23-051 ENG	
DR: CMF	DES: CMF
DATE: 03/25	DATE: 03/25
CK: CHG	DATE: 03/25
NO.	TOTAL
18	18
SCALE: N/A	



Action Report

File #: 25-151

AGENDA TITLE:

Discussion and Possible Action to Adopt Resolution 2025-11 Authorizing the Approval of a Grant Agreement with the Arizona Department of Administration for Implementation and Operation of the 9-1-1 Emergency Telecommunication System and Authorizing the Town Manager to Execute the Agreement

RECOMMENDATION:

Adopt Resolution 2025-11

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY



STAFF REPORT

TO: Mayor Stanton and Town Council Members

FROM: Andrew Ching, Town Manager
Freeman Carney, Chief of Police

DATE: June 12, 2025

DEPARTMENT: Police Department
Freeman Carney, 480-948-7410

AGENDA TITLE:

Discussion and Action Authorizing the Approval of a Grant Agreement with the Arizona Department of Administration for Implementation and Operation of the 9-1-1 Emergency Telecommunication System.

RECOMMENDATION:

Adopt Resolution 2025-11.

SUMMARY STATEMENT:

In 2024, the Town Council approved the states 911 Next Generation call-handling equipment and professional services MOU as well as the grant through the Arizona Department of Administration (ADOA).

Among the benefits of this system are increased cyber security, advanced technology, increased reliability, and 24/7 customer support. The ADOA negotiated the underlying agreement with AT&T. ADOA allows municipalities the ability to use the technology at no cost through a reimbursement grant.

The council approved MOU covers FY25- FY27 but the grant that was accepted was for FY25. Staff is now asking the Council to approve the FY26 grant.

Attachment B is the reimbursement agreement resolution for Fiscal Year 2026. Attachment C is the agreement resolution. Attachment D is the council approved associated Memorandum of Understanding which defines the use and obligations of the parties and covers the term July 1, 2024 – June 30, 2027

BUDGETARY IMPACT:

There is no budgetary impact. The cost for FY26 is \$64,049 which will be reimbursed by the Arizona Department of Administration.

ATTACHMENT(S):

- A. Staff Report
- B. Grant agreement resolution 2025-11
- C. Grant Reimbursement Agreement
- D. Approved MOU

RESOLUTION NUMBER 2025-11

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, APPROVING A GRANT AGREEMENT WITH THE ARIZONA DEPARTMENT OF ADMINISTRATION RELATED TO THE ARIZONA 9-1-1 PROGRAM; AND AUTHORIZING THE TOWN MANAGER AND CHIEF OF POLICE TO ACCEPT THE GRANT AWARD AND EXECUTE DOCUMENTS RELATED THERETO.

WHEREAS, the Arizona Department of Administration administers the emergency telecommunication services revolving fund; and

WHEREAS, the Town of Paradise Valley (the “Town”) submitted a grant application to the Arizona 9-1-1 Grant Program, which is designed to assist Public Safety Answering Points perform activities related to the implementation and operation of their respective emergency telecommunication systems.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Paradise Valley, Arizona, as follows:

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

Section 2. The Grant Agreement between the Town of Paradise Valley, acting through the Paradise Valley Police Department, and the State of Arizona, acting through the Arizona Department of Administration (Grant Number ADOA-AZ911-26-21), is hereby approved, and the associated grant funds in the amount of \$64,049 are hereby accepted.

Section 3. The Town Manager and Chief of Police are hereby authorized to accept, execute, and deliver the grant agreement and to accept the grant funds.

Section 4. The Mayor, the Town Manager, the Town Attorney, the Chief of Police, and the Town Clerk are hereby authorized and directed to execute any and all documents and any other necessary or desirable instruments connected with the grant award and to take all steps necessary to carry out the purpose and intent of this Resolution.

(SIGNATURES FOLLOW)

PASSED AND ADOPTED by the Mayor and Council of the Town of Paradise Valley on this 12th day of June 2025.

Mark Stanton, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM

Andrew McGuire, Town Attorney

ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
GRANT AGREEMENT

Grant Number: ADOA-AZ911-26-21

This Grant Agreement (“**Agreement**”) is between the Paradise Valley Police Department, acting as System Administrator, (“**Grantee**”), participating and the State of Arizona, acting through the Arizona Department of Administration (“**ADOA**”), (sometimes, individually, a “**Party**,” or collectively, “**Parties**”).

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2025 and terminate on June 30, 2026. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

OBLIGATIONS OF THE PARTIES

5. Responsibilities of the Grantee:
 - 5.1. Grantee agrees that grant funds will be used in accordance with the approved application, applicable statutes, program rules, guidelines and special conditions. ADOA supports the use of these funds in accordance with the ARS § 41-704 for activities such as:
 - 5.1.1. Adoption and operation of Next Generation 9-1-1 (NG9-1-1) services and applications, including monthly recurring costs for 9-1-1 equipment, network, maintenance, and hardware and software support
 - 5.1.2. Facilitate the migration of the State’s PSAPs to the Next Generation of 9-1-1 capability
 - 5.1.3. Migration to an Emergency Services IP-enabled (ESINet) network
 - 5.1.4. Solutions that meet or exceed the National Emergency Number Association (NENA), Federal Communications Commission (FCC), international, and industry standards or requirements.
 - 5.1.5. The National Emergency Number Association (NENA) defines NG9-1-1 as: “An Internet Protocol (IP) based system comprised of managed Emergency Services IP networks (ESInets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provides additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected communications sources, and provide multimedia data capabilities for Public Safety Answering Points (PSAPs) and other emergency services organizations.”

- 5.2. Grantee agrees that the following activities will be reimbursed only through Administrative Cost and subject to the aggregate limitation on such costs:
 - 5.2.1. Personnel. Costs associated with administrative oversight of managing local contracts and technical support. Costs associated with GIS coordinator, if it is an employee of the System Administrator's agency.
 - 5.2.2. Fringe Benefits. Employee related expenses associated with administrative oversight of managing local contracts and/or GIS coordinator.
 - 5.2.3. Travel. Travel requests for training, conferences, etc. related to System Administrator and/or GIS coordinator functions. Travel costs will only be reimbursed based on the State rate per diem identified in SAAM 50.
 - 5.2.4. Supplies. Costs associated with supplies related to System Administration functions.
 - 5.2.5. Other Costs. Training or education assistance related to System Administration and/or GIS coordinator functions.
- 5.3. Grantee agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.
- 5.4. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.
- 5.5. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.
- 5.6. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.
- 5.7. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 5.8. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.
- 5.9. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.
- 5.10. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.
- 5.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

5.12. Required activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS			
Report Due:		Due Date:	
GIS Data Submissions		Quarter 1 September 30, 2025	
		Quarter 2 December 31, 2025	
		Quarter 3 March 31st, 2026	
		Quarter 4 June 30th, 2026	
FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 30	January 1 – January 31	February 28
August 1 – August 31	September 30	February 1 – February 29	March 30
September 1 – September 30	October 30	March 1 – March 31	April 30
October 1 – October 31	November 30	April 1 – April 30	May 30
November 1 – November 30	December 30	May 1 – May 31	June 30
December 1 – December 31	January 30	June 1 – June 30	July 30

*More frequent reports may be required for GRANTEES who are considered high risk.

6. Responsibilities of the State:

6.1. It is agreed and understood that ADOA's total payment under this Agreement shall not exceed \$64,049 in state funds.

6.2. Once ADOA approves the financial reimbursement request, payment to the Grantee will be completed within 10 business days.

6.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual/Outside Services	\$63,000
Construction	\$0.00
Other Costs	\$1,049

Total	\$64,049
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UNIFORM TERMS AND CONDITIONS

7. Grant Administration and Operation

- 7.1. Records. Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain any and all Data and other “records” relating to the agreement's acquisition and performance for five (5) years after the completion of the award. All records shall be inspected and audited by the State at reasonable times. Upon request, the grantee shall produce a legible copy of any or all such records.
- 7.2. Non-Discrimination. The grantee shall comply with State Executive Orders Nos. 2023-01 and 2009-09 and any and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.
- 7.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this agreement and five (5) years thereafter, the grantee’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the agreement.
- 7.4. Facilities Inspection and Materials Testing. The grantee agrees to permit access to its facilities and the grantee’s processes or services, at reasonable times for inspection of the facilities or Materials covered under this award as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this award. Neither inspection of the grantees' facilities nor Materials testing shall constitute final acceptance of the Materials or Services.
- 7.5. Advertising, Publishing, and Promotion of Award. The grantee shall not use, advertise, or promote information for commercial benefit concerning this award without the prior written approval of the Grants Administrator.

8. Federal Immigration and Nationality Act. The grantee shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the award term. The State shall retain the right to perform random audits of grantee records or inspect papers of any employee to ensure compliance. Should the State determine that the grantee be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the award for default, and suspension.

9. E-Verify Requirements. In accordance with A.R.S. § 41-4401, grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

10. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations, or for any reason, and these Materials or Services are not funded, the State may take any of the following actions:

- 10.1.1. Accept a decrease in the award offered to the grantee;
- 10.1.2. Cancel the award, or
- 10.1.3. Cancel the award and resolicit the requirements.

11. Personnel. Grantee warrants that its personnel will perform their duties under the agreement professionally, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the award's requirements. Grantee further warrants that its key personnel will maintain all certifications relevant to their work, and grantee shall provide individual evidence of certification to the State’s authorized representatives upon request.

12. False Statements. Grantee represents and warrants that all statements and information grantee prepared and submitted in response to the Solicitation or as part of the grantee documents are current, complete, true, and accurate. If the

Grants Administrator determines that the grantee submitted an application with a false statement or made material misrepresentations during the performance of the award, the Grants Administrator may determine that the grantee has materially breached the agreement and may void the submitted application and any resulting agreement.

13. Agreement Termination

13.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement within three (3) years after agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the grantee receives written notice of the cancellation unless the notice specifies a later time. If the grantee is a political subdivision of the State, it may also cancel this award as provided in A.R.S. § 38-511.

13.2. Termination for Convenience. The State reserves the right to terminate the agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the grantee shall stop all work, as directed in the notice, notify all contractors of the effective date of the termination, and minimize all further costs to the State. The grantee shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

14. Agreement Claims. All agreement claims or controversies under this agreement shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

15. Arbitration. The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

16. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

17. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

18. This Agreement contains the entire agreement of the Parties with respect to its subject matter. It supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

19. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.

20. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

21. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

22. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the

future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

23. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.
24. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
25. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
26. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
27. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
28. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
29. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
30. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:
Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 302
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:
Paradise Valley Police Department
6433 E Lincoln Dr.
Paradise Valley, AZ 85253
ATTENTION: Heather Beckwith

Arizona Department of Administration
Arizona 9-1-1 Program

**GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)**

1. GRANTEE must submit a current service plan to ADOA. If a service plan is incomplete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements are made.
2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.
3. The GRANTEE must notify ADOA within 10 days if it is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility for the duties under this agreement.
4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions " document. Vendor account set-up and payment information can be found at: <https://gao.az.gov>.
5. GRANTEE agrees to share GIS data, at minimum, once per quarter (4) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, to support ongoing statewide initiatives. The data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.
6. GRANTEE agrees to allow ADOA to deploy a data analytics tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.
7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.
FOR GRANTEE:

Authorized Signatory Date

Printed Name and Title

Additional signature(s) if required by political subdivision Date

Printed Name and Title Date

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

Arizona 9-1-1 Program Date
Arizona Department of Administration



Arizona 9-1-1 Program
Memorandum of Understanding (MOU)
Geospatial Support Services for
Next Generation 9-1-1

For Assistance:

If you have questions about this MOU, please contact:

Travis Jensen, 9-1-1 Administrator

travis.jensen@azdoa.gov

Eric Shreve, 9-1-1 Geospatial Manager

eric.shreve@azdoa.gov

Prepared March 2024

Arizona Department of Administration

Arizona 9-1-1 Program

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**ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
MEMORANDUM OF UNDERSTANDING FOR
GEOGRAPHICAL INFORMATION SYSTEMS (GIS) SUPPORT SERVICES**

This Memorandum of Understanding (MOU) between the Arizona 9-1-1 Program (Program) managed by the Arizona Department of Administration (ADOA) and System Administrator signatory to this MOU which manages 911 systems (Systems). This MOU outlines the roles, responsibilities, and expectations of the parties in relation to the provision of GIS in support of Next Generation (NG) 9-1-1 in the State of Arizona.

WHEREAS, the Arizona 9-1-1 Program and 911 systems managed by System Administrators both recognize the importance of providing GIS for communities in the State of Arizona in order to improve the efficiency and effectiveness of emergency response; and

WHEREAS, ADOA has the authority to enter into this MOU in order to achieve this purpose pursuant to A.R.S. 18-104 A 15;

NOW THEREFORE, the Arizona 9-1-1 Program and the System Administrator (on behalf of the 911 Systems it manages) agree to enter into this MOU in order clarify responsibilities for GIS in support of NG911 Systems for communities in Arizona.

The parties agree to the terms and conditions contained in this MOU as follows:

Section 1: Purpose

The purpose of this MOU is to establish a relationship between the Arizona 9-1-1 Program within the Arizona Department of Administration and the System Administrator of the 911 Systems to which this MOU applies. This MOU is designed to clarify the GIS capabilities required by the System Administrator (and the PSAPs under this management) and to identify GIS support that may be available for communities in the State of Arizona.

The capabilities and related support will include:

- creating and maintaining accurate and up-to-date geospatial data layers
- resolving ALI/TN/MSAG discrepancies
- integrating GIS data including site structure address points, road centerlines, emergency service boundaries, into emergency response systems
- updating Vesta Map Local
- submitting geospatial data to GeoComm
- helping to maintain geospatial continuity for NG9-1-1 routing

The underlying goal of these arrangements are to improve the efficiency and effectiveness of emergency response in Arizona communities utilizing Next Generation (NG) 911 technology.

Section 2: Definitions

Definitions used in this document are listed below. Some of the technical definitions were taken from the NENA Knowledge Base Glossary - National Emergency Number Association in effect at the time of this MOU.

- **Automatic Location Information (ALI)** is the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information of the location from which a call originates.
- **Computer Aided Dispatcher (CAD)** is a computer-based system, which aids PSAP Telecommunicators by automating selected dispatching and record keeping activities.
- **Emergency Call Routing Function (ECRF) Emergency Service Boundary** is a functional element in NGCS (Next Generation Core Services) which is a LoST (Location-to-Service Translation) protocol server where location information (either civic address or geo-coordinates) and a Service URN serve as input to a mapping function that returns a URI used to route an emergency call toward the appropriate PSAP for the caller's location or towards a responder agency.
- **Emergency Service IP Network (ESInet)** is a managed IP network that is used for emergency services communications, and which can be shared by all public safety agencies. It provides the IP transport infrastructure upon which independent application platforms and core services can be deployed, including, but not restricted to, those necessary for providing NG9- 1- 1 services. ESInets may be constructed from a mix of dedicated and shared facilities. ESInets may be interconnected at local, regional, state, federal, national and international levels to form an IP-based internetwork (network of networks). The term ESInet designates the network, not the services that ride on the network. See NG9- 1- 1 Core Services.
- **Geographic Information System (GIS)** is a system for capturing, storing, displaying, analyzing, and managing data and associated attributes which are spatially referenced.
- **Location Validation Function (LVF)** is a functional element in an NGCS (Next Generation 9-1-1 Core Services) that is a LoST protocol server where civic location information is validated against the authoritative GIS database information. A civic address is considered valid if it can be located within the database uniquely, is suitable to provide an accurate route for an emergency call, and adequate and specific enough to direct responders to the right location.
- **Master Street Address Guide (MSAG)** is a database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9- 1- 1 calls.
- **National Emergency Number Association (NENA)** is referred to as The 9-1-1 Association, which is fully dedicated to the continued improvement and modernization of the 9-1-1 emergency communication system. NENA's approach includes research, standards development, training, education, certification, outreach, and advocacy through communication with stakeholders. As an ANSI-accredited Standards Developer, NENA works with 9-1-1 professionals, public policy leaders, emergency services and telecommunications industry partners, like-minded public safety associations, and more. Current NENA activities center on awareness, documentation, and implementation for Next Generation 9-1-1 (NG9-1-1) and international three-digit emergency communication systems. NENA's worldwide members join with the emergency response community in striving to protect human life, preserve property, and maintain the security of all communities.

- **Next Generation 9-1-1 (NG9-1-1)** is an IP-based system comprised of hardware, software, data, and operational policies and procedures that:
 - (A) provides standardized interfaces from emergency call and message services to support emergency communications;
 - (B) processes all types of emergency calls, including voice, data, and **multimedia** information;
 - (C) acquires and integrates additional emergency call data useful to call routing and handling;
 - (D) delivers the emergency calls, messages, and data to the appropriate public safety answering point and other appropriate emergency entities;
 - (E) supports data or video communications needs for coordinated incident response and management.
- **Next-Generation Core Services (NGCS)** is the set of services needed to process a 9-1-1 call on an ESInet. It includes, but is not limited to, the ESRP, ECRF, LVF, BCF, Bridge, Policy Store, Logging Services, and typical IP services such as DNS and DHCP. The term NG9-1-1 Core Services includes the services and not the network on which they operate. See Emergency Services IP Network.
- **Public Safety Answering Point (PSAP)** is a physical or virtual entity where 9- 1- 1 calls are delivered by the 9-1-1 Service Provider.
- **RCL (Road Centerlines)** is a GIS feature that represents a centerline of a roadway. Each RCL segment has a beginning point, end point and consequently a direction of flow from beginning to end. A RCL typically has street number range information (High and Low) attributed to each segment in order to facilitate geocoding.
- **Site Structure Address Points** Any city-style address that includes a house number and a street name is considered a Civic Address. Civic Addresses include a community name that may or may not be recognized by the USPS or be MSAG valid. Civic Addresses may be used as Postal addresses if recognized by the USPS. Civic Addresses may be used as MSAG addresses if they are an exact match to the MSAG address. A rural route delivery address or FPO or APO address is not considered a Civic Address.

Section 3: Scope

3.0 The Systems wishing to utilize NG911 technology provided by the State of Arizona through it's Program must perform activities related to implementing and operating of their respective emergency telecommunication system as follows:

- 3.01 Site Structure Address Point: creating and maintaining accurate and up-to-date site structure address points for emergency response.
- 3.02 Road Centerline: creating and maintaining accurate and up-to-date road centerlines for use in emergency response.
- 3.03 Emergency Service Boundary: creating and maintaining accurate and up-to-date emergency service boundaries for use in emergency response.

- 3.04 Resolving ALI/TN/MSAG Discrepancies: resolving any discrepancies in the Automatic Location Information (ALI), Telecommunication Number (TN), and Master Street Address Guide (MSAG) systems that may impact NG911 call routing.
- 3.05 Field Verify Address Discrepancies: verifying address discrepancies and providing mobile tools such as Survey123 and ArcGIS Field Maps to verify civic locations.
- 3.06 Updating Vesta Map Local and Solacom Guardian: submitting geospatial data to GeoComm for inclusion in the Vesta Map Local system and updating Solacom Guardian mapping as needed.
- 3.07 Updating unique requirements for RapidDeploy Radius Map: updating any unique requirements for the RapidDeploy Radius Map as needed.
- 3.08 CAD GIS support from NG9-1-1 datasets: integrating GIS data from NG9-1-1 datasets into Computer Aided Dispatch (CAD) Systems, as needed.
- 3.09 Arizona Spatial Data Infrastructure (SDI): leveraging and standing up processes/workflows on Arizona Spatial Data Infrastructure (SDI), known as AZGeo, when a 9-1-1 system cannot stand up GIS Enterprise Infrastructure and leverage web-based editing tools.
- 3.10 1Spatial: using 1Spatial's reporting solution 1Data Gateway to show data quality, quantity, and time when data was last submitted to the Program for synchronization into the Spatial Interface (SI) at least quarterly. The following data layers will be shared although additional data layers may be requested in support of the statewide initiative.
 - Road Centerlines
 - Site Structure Address Points
 - Emergency Service Zone and/or Emergency Service Boundaries to include PSAP, Law, Fire, and EMS
 - Provisioning Boundary
 - Parcels
- 3.11 Additional GIS or mapping support services: taking all actions to comply with GIS requirements for geospatial call routing, which includes having accurate and up-to-date geographic data for the areas covered by the 9-1-1 System and providing additional GIS, GIS Infrastructure, or mapping support services as needed to assure compliance regardless of funding availability. .

Section 4: Obligations of the Parties

- 4.01 First, the System Administrators, either directly or through the PSAPs in their purview shall provide the necessary resources and support to carry out the activities outlined in Section 2 and elsewhere in this MOU. They will also provide access to relevant data and systems, collaborate with the Program and State contracted vendors, and participate in training or technical assistance to advance its capabilities.

- 4.02 Second, the Program will provide GIS support to the System Administrator as outlined in the Scope (Section 2) of this MOU as necessary and appropriate subject to staffing and funding limitations prioritized based on the criticality of need as determined by the Program and at their sole discretion.
- 4.02.01 The support will include identified specific projects or activities to improve or maintain its GIS capabilities, based upon evidence or documentation to support the need.
- 4.02.02 If the 9-1-1 system cannot remediate the issues within a two-week window or is non-communicative, the 9-1-1 program will make the necessary changes and process the data. The updated dataset will then be provided to the 9-1-1 system to integrate into their database
- 4.03 Third, and to the extent necessary, the System Administrator and/or the PSAP within its jurisdiction shall engage State GIS contracted vendors under existing State contracts to close any significant gaps in their capabilities.
- 4.04 The System Administrator and the State 911 Program will each designate a primary point of contact for coordinating and communicating regarding the activities outlined in this MOU.
- 4.05 All statements in this MOU made by the System Administrator, bind all Public Safety Answering Points (PSPs) within the territory that the System Administrator covers. Any exceptions must be noted in advance in writing as an addendum to this MOU.

Section 5: Governance

5.0 A.R.S. 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund. The substantive laws and rules of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance, and enforcement of this MOU.

- 5.01 The Program oversees the NG9-1-1 GIS system in Arizona.
- 5.02 The Program has the authority to develop and maintain the NG9-1-1 GIS system.
- 5.03 System Administrators will comply with the rules and regulations established by the Program about the NG9-1-1 GIS system including its authorized users.
- 5.04 The Program will determine asset ownership for the NG9-1-1 GIS system by the rules and regulations established by the Program
- 5.05 The Program will determine financial obligations for the NG9-1-1 GIS system in accordance with the rules and regulations established by the Program.
- 5.06 The Program will maintain the NG9-1-1 GIS system, including networks, equipment, techniques, and licenses.

- 5.07 System Administrator will cooperate with the Program to maintain the NG9-1-1 GIS system and provide necessary resources and support in relation to its coverage area

Section 6: Policy

6.0 It is agreed and understood by the parties that:

- 6.01 The Program will develop practices, procedures, methods, and standards for the Program about the NG9-1-1 GIS system.
- 6.02 System Administrators will follow the practices, procedures, methods, and standards established by the Program about the NG9-1-1 GIS system.
- 6.03 The Program will determine the authorized use of the NG9-1-1 GIS system and network by state law and the rules and regulations established by the Program.
- 6.06 The System Administrator shall comply with State Executive Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

Section 7: Term; Amendments

- 7.01 Term: This Agreement will commence on July 1, 2024, and terminate on June 30, 2027, unless otherwise extended or renewed. This agreement expires at the end of its term unless the System Administrator has obtained prior written Program approval for an extension or renewal.
- 7.02 Renewal: This MOU is subject to renewal every three years, coinciding with the state fiscal cycle, upon mutual written agreement of both parties. The intent to renew or any modifications to the MOU must be communicated and agreed upon in writing by both parties no later than sixty (60) days prior to the end of the current term.
- 7.03 Updates: The Program and the System Administrator may initiate updates or changes to this MOU as needed. Updates or changes to this MOU will be made in writing and must be agreed upon by both parties.

Section 8: Commitment

This MOU is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this MOU and no other understanding either oral or in writing shall be binding. The provisions of this MOU are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the MOU. The System Administrator shall not assign any right nor delegate any duty under this MOU without the prior written approval of the State. The State shall not unreasonably withhold approval.

Section 9: Arbitration

The parties to this MOU agree to resolve all disputes arising out of or relating to this MOU through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

Section 10: Availability of Funds

- 10.01 Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this MOU beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this MOU beyond the current State Fiscal Year until funds are made available for performance of this MOU.
- 10.02 Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and the related services are not funded, the State may take any of the following actions:
 - 10.02.1. Cancel the MOU; or
 - 10.02.2. Cancel the MOU and re-acquire the services in another manner.

Section 11: Indemnification

Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

Section 12: Force Majeure

Neither the System Administrator nor State shall be liable to the other nor deemed in default under this MOU if and to the extent that such party's performance of this MOU is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Section 13: Confidentiality and Data Privacy

- 13.01 This Section 13 applies to the extent the subject of this MOU includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.
- 13.02 **Data Protection and Confidentiality of Information.** System Administrator warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created in any way related to this MOU, provided to System Administrator by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:
- 13.02.01 System Administrator shall provide the State with a copy of its Disaster Recovery Plan upon request. The Disaster Recovery Plan shall outline the System Administrator's actions, with timelines, in the event of a natural disaster, cyber-attack or loss of ability to operate and perform services under this MOU.
- 13.02.02 System Administrator shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external data breach, internal data breach, system failure, or procedural lapse within twenty-four (24) hours of a data breach, by sending an email to the Arizona Department of Homeland Security at AZSOC@azdohs.gov, reporting the incident that occurred; (b) cooperate with State to identify the source or cause and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
- 13.02.03 System Administrator shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the MOU, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.
- 13.03 **Personally Identifiable Information.** Without limiting the generality of the above, System Administrator warrants that it will protect any personally identifiable information ("PII") belonging to State's employees or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the MOU. For purposes of this paragraph:
- 13.03.01 PII has the meaning given in the Office of Management and Budget (OMB) *Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable Information, January 3, 2017*; and

13.03.02 “protect” means taking measures to safeguard personally identifiable information and prevent its data breach that are functionally equivalent to those called for in that OMB Memorandum and elaborated on in the General Services Administration (GSA) *Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

<https://dpcl.d.defense.gov/Privacy/Authorities-and-Guidance/>

NOTE (2): For convenience of reference only, the GSA directive is available at:

[https://www.gsa.gov/directive/gsa-rules-of-behavior-for-handling-personally-identifiable-information-\(pii\)-](https://www.gsa.gov/directive/gsa-rules-of-behavior-for-handling-personally-identifiable-information-(pii)-)

Section 14: Termination for Default

14.01. The State may terminate the MOU in whole or in part due to the failure of the System Administrator to comply with any term or condition of the MOU, or to make satisfactory progress in performing the MOU. The State shall provide written notice of the termination and the reasons for it to the System Administrator. Upon termination under this paragraph, all documents, data, and reports prepared by the System Administrator under the MOU shall become the property of and be delivered to the State on demand.

14.02. The State may, upon termination of this MOU, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this MOU.

14.03 The System Administrator shall continue to perform, in accordance with the requirements of the MOU, up to the date of termination, as directed in the termination notice.

Section 15: Signatures

All finalized attachments should be included for each party to review before signing. There should be the corresponding number of original copies of the Agreement to sign as there are parties, for each party to have a signed original for their official government record.

15.01 This Agreement is executed in duplicate originals.

[State of Arizona 9-1-1 Program]

[9-1-1 System Administrator]

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Action Report

File #: 25-158

AGENDA TITLE:

Discussion and Possible Action to Adopt Resolution 2025-08 Amending the Fiscal Year 2025 Budget

RECOMMENDATION:

Adopt Resolution 2025-08.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY



STAFF REPORT

TO: Mayor Stanton and Town Council Members

FROM: Andrew Ching, Town Manager
Leslie DeReche, Chief Financial Officer

DATE: June 12, 2025

DEPARTMENT: Finance
Leslie DeReche, 480.348.3696

AGENDA TITLE:

Consideration and action on Resolution 2025-08 amending the fiscal year 2025 (FY2025) budget which ends on June 30, 2025.

SUMMARY STATEMENT:

Town Council will consider a request to adopt Resolution 2025-08 authorizing an amendment to the FY2025 budget.

BACKGROUND:

The provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), require cities and towns to make an estimate of the different amounts to meet the public expenditures/expenses for the ensuing fiscal year. When adopted by the Council, these estimates constitute the budget for the Town.

The total budget may be reduced after final adoption but may not be increased. In addition, the Town cannot spend money for a purpose that is not included in its budget. Thus, the state statutes have a provision allowing the governing body to make amendments between line items without increasing the total budget. Contingency appropriations are budgeted to support operational and capital needs unforeseen at the time of adoption using either available or new resources.

Certain changes to Town operations have necessitated a series of budget amendments as detailed below.

- Use of Contingency funds for an excess payment to Public Safety Personnel Retirement System for Unfunded Accrued Actuarial Liability in the amount of \$2,500,000.

BUDGETARY IMPACT:

This action will amend the budget for FY2025, authorizing use of contingency and ensuring department and fund expenditures are within the adopted budget.

RECOMMENDATION:

Adopt Resolution 2025-08 amending the FY2025 Budget.

ATTACHMENT(S):

- A. Staff report
- B. Resolution 2025-08

RESOLUTION NUMBER 2025-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, AMENDING THE FISCAL YEAR 2024-25 ADOPTED BUDGET.

WHEREAS, the Mayor and Council of the Town of Paradise Valley (the “Town Council”) adopted the Fiscal Year 2024-25 Budget (the “FY2025 Adopted Budget”) for the Town of Paradise Valley (the “Town”) by Resolution 2024-07 on May 09, 2024; and

WHEREAS, contingency appropriations are budgeted to support operational and capital needs unforeseen at the time of budget adoption using either available or new resources; and

WHEREAS, budget amendments are consistent with Generally Accepted Accounting Principles (GAAP) and recommended budgeted practices; and

WHEREAS, adjustments do not increase the total budget or enable the Town Council to increase spending in excess of the FY2025 Adopted Budget or the Town’s budget limitations prescribed in Article IX, Section 20 of the Arizona Constitution; and

WHEREAS, the Town Council desires to record various amendments to the Adopted Budget in accordance with the Town’s Financial Management Policies and applicable law.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Paradise Valley, Arizona, as follows:

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

Section 2. The FY2025 Adopted Budget is hereby amended as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. The Mayor, the Town Manager, the Town Chief Financial Officer, 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.

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

[Signatures on following page.]

PASSED, ADOPTED, AND APPROVED by the Town Council of the Town of Paradise Valley this 12th day of June, 2025.

Mark Stanton, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
RESOLUTION 2024-11

[FY2025 Budget Amendments]

Amend the FY2025 Adopted Budget by transferring \$2,500,000 from operating contingency to Police Department pension expense.

Fund	Department	Object	Increase / (Decrease)
General Fund	Non-Departmental	Contingency	(\$2,500,000)
General Fund	Police Department	Pension Expense	\$2,500,000



Action Report

File #: 25-159

AGENDA TITLE:

Discussion and Possible Action to Authorize the Town Manager to Execute Amendment Eight to the Professional Services Agreement with Brown and Associates for Third Party Plan Review and Inspection Services Related to Construction Activities at the Five Star Development, and Amendment Seven to the Third Party Inspection Agreement with Five Star Resort Owner, LLC and Five Star Land Owner, LLC.

RECOMMENDATION:

1. Authorize the Town Manager to execute Amendment eight to the Professional Services Agreement with Brown and Associates for Third Party Plan Review and Inspection Services Related to Construction Activities at the Five Star Development, and

2. Authorize the Town Manager to execute Amendment seven to the agreement with Five Star Resort Owner, LLC and Five Star Land Owner, LLC for third-party inspection services.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY



STAFF REPORT

TO: Mayor Stanton and Town Council Members

**FROM: Andrew Ching, Town Manager
Chad Weaver, Community Development Director**

DATE: June 12, 2025

DEPARTMENT: Community Development
Chad Weaver, 480.348.3522

AGENDA TITLE:

Authorize the Town Manager to execute Amendment Eight to the Professional Services Agreement with Brown and Associates for Third Party Plan Review and Inspection Services Related to Construction Activities at the Five Star Development, and Amendment Seven to the Third Party Inspection Agreement with Five Star Resort Owner, LLC and Five Star Land Owner, LLC.

RECOMMENDATION:

1. Authorize the Town Manager to execute Amendment Eight to the Professional Services Agreement with Brown and Associates for Third Party Plan Review and Inspection Services Related to Construction Activities at the Five Star Development, and
2. Authorize the Town Manager to execute Amendment Seven to the agreement with Five Star Resort Owner, LLC and Five Star Land Owner, LLC for third-party inspection services.

SUMMARY STATEMENT:

In November 2018 the Town Council authorized the Town Manager to execute a contract with Brown and Associates in an amount not to exceed \$240,000 for plan review and inspection services related to the Five Star Development. This contract was necessary due to the lack of resources, including limited number of existing staff to provide the required services. This contract was also anticipated in the approved 2016 Development Agreement between the Town and Five Star Development Resort Communities (the "Development Agreement").

Particularly, Section 6.2 of the Development Agreement states:

6.2 Review Process. The Parties agree that it is desirable for Owner to proceed rapidly with the implementation of this Agreement and the redevelopment of the Property. The Town acknowledges the necessity for review by the Town of all plans and other materials submitted by the Owner to the Town hereunder or pursuant to any zoning procedure, permit procedure, or other governmental procedure pertaining to the development of the Property and agrees to use its reasonable but diligent efforts to review all plans and submittals. Upon the request of Owner, Town will select and retain third-party plan reviewers, inspectors, and other relevant professionals. These third-party contractors shall be funded by the Owner to the extent such costs and expenses are approved in advance, in writing, by Owner. Such third-party contractors shall work for the Town and report to the Town.

In connection with the contract with Brown and Associates, the Town entered into a contract with Five Star Resort Owner, LLC and Five Star Land Owner, LLC ("Five Star"), by which Five Star agreed to reimburse the Town for services provided by Brown, in an amount up to \$200,000.

Since the initial date, both contracts with Brown and Associates and Five Star have been updated several times to maintain the successful relationship and project progress. Third party plan check and inspection services have been working well for both Town staff and Five Star Development and both wish to extend the contract amount an

additional \$400,000 to continue utilizing Brown and Associates for plan review and inspections.

BUDGETARY IMPACT:

The existing contract and its executed amendments with Brown and Associates are for an amount not to exceed \$2,370,000. With Council approval of this amendment for an additional \$400,000, which was included in the Community Development budget for 2026. Expenditures in this contract will be initially paid by the Town, and reimbursed by Five Star.

ATTACHMENTS:

- Attachment A: Staff Report
- Attachment B: Proposed CON-19-046-CMD-A8
- Attachment C: Proposed CON-19-053-CMD-A7

AMENDMENT NO. EIGHT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TOWN OF PARADISE VALLEY
AND BROWN & ASSOCIATES

This Amendment No. Eight to the Agreement for Professional Services between the Town of Paradise Valley and Brown and Associates (“**Amendment Eight**”) is made and entered into as of this ___ day of June 2025 (“**Effective Date**”) by and between the Town of Paradise Valley, an Arizona municipal corporation (“**Town**”), and Brown & Associates Certified Inspection Service, Inc., an Arizona corporation (“**Consultant**”).

RECITALS

- A. At the request of Five Star Development Resort Communities, LLC (“**Five Star**”), the Town and Consultant entered into Contract No. CON-19-046-CMD, dated November 1, 2018 (“**Agreement**”), to provide plan review and inspection services in connection with Five Star’s construction of a resort hotel and residential dwelling units in Paradise Valley, Arizona; and
- B. On June 13, 2024, Town and Consultant amended the Agreement to increase the compensation and allow additional Services to be available to Five Star and to extend the Term; and
- C. Five Star has again requested additional Services be available from Consultant, and Town and Consultant wish to modify and amend the Agreement to allow for such.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Consultant hereby agree as follows:

1. **Recitals.** The introduction and recitals set forth above are not merely recitals but form an integral part and are incorporated into this Amendment Eight.
2. **Term.** Paragraph 1 of the Agreement, “Term of Agreement,” is deleted and replaced to read as follows:
 1. Term of Agreement. This Agreement shall be effective as of the date set forth above and shall remain in full force and effect until midnight on June 30, 2026, unless sooner terminated as otherwise provided in this Agreement.
3. **Compensation.** Paragraph 3 of the Agreement, “Compensation,” is deleted and replaced to read as follows:
 3. Compensation. Town shall pay Consultant an amount not to exceed Two Million Three Hundred and Seventy Thousand Dollars (\$2,370,000) for the Services at the

rates set forth in the Fee Schedule, attached hereto as Exhibit A and incorporated herein by reference.

4. **Insurance Certificate.** There are no changes to the insurance requirements and other provisions. However, if the current certificate of insurance does not cover the extension period, Consultant shall provide the Town with a new certificate of insurance covering the extended Term within five days of the Effective Date.
5. **Ratification of Agreement.** Town and Consultant hereby agree that except as expressly provided herein, the provisions of the Agreement shall be and remain in full force and effect, and that if any provision of this Amendment Eight conflicts with the Agreement, then the provisions of this Amendment Eight shall prevail.
5. **No Default.** By executing this Amendment Eight, Consultant shall be deemed to affirmatively assert that (i) the Town is not currently in default, nor has it been in default at any time prior to the renewal term, under any of the terms or conditions of this Amendment Eight or of the Agreement and (ii) any and all Consultant claims, known or unknown, relating to this Amendment Eight or the Agreement and existing on or before the execution date of this Amendment Eight are forever waived.
6. **Conflict of Interest.** The Agreement and this Amendment are subject to the provisions of A.R.S. § 38-511.
7. **Forced Labor of Ethnic Uyghurs.** To the extent applicable under A.R.S. § 35-394, Consultant certifies that it does not, and will not for the duration of the Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

IN WITNESS WHEREOF, the Parties hereto have accepted, made, and executed this Amendment Eight upon the terms, conditions, and provisions stated above, upon the day and year first written above.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation

**BROWN & ASSOCIATES CERTIFIED
INSPECTION SERVICES, INC.**,
an Arizona corporation

Andrew B. Ching, Town Manager

Michael J. Brown, President

ATTEST:

Duncan Miller, Town Clerk (SEAL)

APPROVED AS TO FORM:

Andrew McGuire, Town Attorney

AMENDMENT NO. SEVEN
TO THE
THIRD-PARTY INSPECTION AGREEMENT
WITH
FIVE STAR RESORT OWNER, LLC AND FIVE STAR LAND OWNER, LLC

This Amendment No. Seven to the Third-Party Inspection Agreement with Five Star Resort Owner, LLC and Five Star Land Owner, LLC (“**Amendment Seven**”) is made and entered into as of this ____ day of June 2025 (“**Effective Date**”), by and among the Town of Paradise Valley, an Arizona municipal corporation (“**Town**”), Five Star Resort Owner, LLC, a Delaware limited liability company, and Five Star Land Owner, LLC, a Delaware limited liability company (collectively, “**Five Star**”).

RECITALS

- A. Town and Five Star entered into an agreement on December 20, 2018, pursuant to which Five Star agrees to reimburse the Town for third-party plan review and inspection services provided by Brown & Associates Certified Inspection Service, Inc. (“**Brown**”) for Five Star’s resort hotel, commercial, and dwelling unit project in Paradise Valley, Arizona (“**Agreement**”); and
- B. On June 13, 2024, Town and Five Star amended the Agreement to allow Five Star to request additional services directly from Brown and to extend the Term; and
- C. Town and Five Star wish to modify and amend the Agreement again, subject to and strictly in accordance with the terms of this Amendment Seven.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Five Star hereby agree as follows:

- 1. **Recitals.** The introduction and recitals set forth above are not merely recitals but form an integral part and are incorporated into this Amendment Seven.
- 2. **Term.** Paragraph 2 of the Agreement, “Term of Agreement,” is deleted and replaced to read as follows:
 - 2. Term of Agreement. This Agreement shall be effective as of the date set forth above and shall remain in full force and effect until midnight on June 30, 2026, unless sooner terminated as otherwise provided in this Agreement.
- 3. **Compensation.** Subparagraph 3.1 of Paragraph 3 of the Agreement, “Scope of Services,” is deleted and replaced to read as follows, with all other provisions of Paragraph 3 remaining unchanged:
 - 3.1 Five Star is authorized to request Services directly from Brown & Associates up to an amount not to exceed Two Million Three Hundred and Seventy Thousand Dollars (\$2,370,000).

4. **Ratification of Agreement.** Town and Five Star hereby agree that except as expressly provided herein, the provisions of the Agreement shall be and remain in full force and effect, and that if any provision of this Amendment Seven conflicts with the Agreement, then the provisions of this Amendment Seven shall prevail.
5. **No Default.** By executing this Amendment Seven, Five Star shall be deemed to affirmatively assert that (i) the Town is not currently in default, nor has it been in default at any time prior to this Amendment Seven, under any of the terms or conditions of this Amendment or of the Agreement and (ii) any and all claims by or of Five Star, known or unknown, relating to this Amendment Seven or the Agreement and existing on or before the execution date of this Amendment Seven are forever waived
6. **Conflict of Interest.** The Agreement and this Amendment are subject to the provisions of A.R.S. § 38-511.
7. **Forced Labor of Ethnic Uyghurs.** To the extent applicable under A.R.S. § 35-394, Five Star certifies that it does not, and will not for the duration of the Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

IN WITNESS WHEREOF, the Parties hereto have accepted, made, and executed this Amendment Seven upon the terms, conditions, and provisions stated above, upon the day and year first written above.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation

FIVE STAR RESORT OWNER, LLC,
a Delaware limited liability company

Andrew B. Ching, Town Manager

Gerald C. Ayoub, Manager

ATTEST:

FIVE STAR LAND OWNER, LLC,
a Delaware limited liability company

Duncan Miller, Town Clerk (SEAL)

Gerald C. Ayoub, Manager

APPROVED AS TO FORM:

Andrew McGuire, Town Attorney



Action Report

File #: 25-160

AGENDA TITLE:

Discussion and Possible Action to Authorize Town Manager to Execute a Linking Agreement for Cooperative Purchase with Brown & Associates Certified Inspection Services, Inc. for Third Party Plan Review and Inspection Services.

RECOMMENDATION:

Authorize the Town Manager to execute a linking agreement for Cooperative Purchase with Brown & Associates Certified Inspection Services, Inc. for Third Party Plan Review and Inspection Services in an amount not to exceed \$150,000.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY



STAFF REPORT

TO: Mayor Stanton and Town Council Members

FROM: Andrew Ching, Town Manager
Chad Weaver, Community Development Director

DATE: June 12, 2025

AGENDA TITLE:

Authorize the Town Manager to execute a linking agreement for Cooperative Purchase with Brown & Associates Certified Inspection Services, Inc. for Third Party Plan Review and Inspection Services.

SUMMARY STATEMENT:

On March 4, 2025, after a competitive procurement process, the City of Buckeye entered into a contract for On-Call Building Safety Residential & Commercial Plan Review Services, Contract No. 2025337 (the "**Cooperative Purchasing Agreement**"). The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the Town.

This Linking Agreement will provide the Town with the necessary services to achieve plan review and inspections in a more expeditious manner. Property owners and neighbors benefit from plan review and construction times that are efficient due to adequate staffing through on-call services when needed.

BUDGETARY IMPACT:

This amendment is for an amount not to exceed \$150,000. The term of the Linking Agreement will be effective through June 30, 2026.

ATTACHMENT:

Contract No. CON-26-001-ENG



**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICE, INC.

CIVIL PLAN REVIEW & INSPECTION SERVICES

This Linking Agreement for Cooperative Purchase (this “**Agreement**”) is made and entered into on this ____ day of June, 2025 (the “**Effective Date**”) by and between the Town of Paradise Valley, an Arizona municipal corporation (the “**Town**”), and Brown & Associates Certified Inspection Service, Inc., an Arizona corporation authorized to do business in Arizona (the “**Contractor**”), whose principal place of business is located at 12406 N. 32nd Street, Suite 103, Phoenix, Arizona 85032. The Town and Contractor are the only parties to this Agreement; they are each a “**Party**,” and together they are the “**Parties**.”

RECITALS

- A. On March 4, 2025, after a competitive procurement process, the City of Buckeye and the Contractor entered Contract No. 2025337 (the “**Base Agreement**”) for the City of Buckeye to purchase goods and services from the Contractor as described therein. A copy of the Base Agreement is attached hereto as **Exhibit A**, and the terms of the Base Agreement are incorporated herein by reference to the extent not inconsistent with this Agreement. The Base Agreement permits its cooperative use by other governmental agencies, including the Town.
- B. Pursuant to A.R.S. §§ 41-2631 *et seq.* and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.
- C. The Town desires to contract for supplies or services identical or nearly identical to the supplies or services the Contractor is providing other units of government under the Base Agreement, and the Contractor desires to provide such supplies and services as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the Contractor and the Town, in consideration of the foregoing Introduction and Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

- 1. Scope of Work; Terms, Conditions, and Specifications.
 - 1.1. The Contractor shall provide the Town the goods or services generally described as civil engineering plan review and inspection services, and more particularly identified in the Scope of Work (the “**Scope of Work**”) attached hereto as **Exhibit B** and incorporated herein by reference.
 - 1.2. The Contractor agrees to comply with all the terms, conditions, and specifications of the Base Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an

enforceable part of this Agreement, except to the extent superseded herein or otherwise provided in **Exhibit C**. For the purposes of this Agreement, all references to the City or City of Buckeye in the Base Agreement shall mean the Town of Paradise Valley, Arizona.

- 1.3. The Contractor shall comply with all the Town's specific requirements and/or options, as specified in **Exhibit C** attached hereto and incorporated herein by reference. **To the extent there is any conflict between Exhibit B or C and the Base Agreement, Exhibits B and C take precedence.**
- 1.4. The Contractor acknowledges and agrees that work order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or in the Base Agreement shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 3 and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.
2. Payment. Payment to the Contractor for the services, materials, or equipment provided shall be made in accordance with the price list and terms set forth in **Exhibit B**. The total compensation for the supplies or services purchased under this Agreement shall not exceed \$150,000.
3. Contract Term and Renewal.
 - 3.1. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2026, unless terminated, canceled, or extended as otherwise provided in this Agreement.
 - 3.2. The Town Manager or designee may extend the term of this Agreement consistent with the extension, if any, of the Base Agreement. Extensions are not automatic and shall only occur if the Town gives the Contractor notice of its intent to extend this Agreement.
 - 3.3. Upon the expiration of the Base Agreement, including any authorized renewals thereof, the Town may, at its option, extend this Agreement on a month-to-month basis for a maximum of six months. The purpose of such month-to-month extensions, if any, shall be to allow for the Town's procurement processes in the selection of a vendor to provide the services or materials provided under this Agreement.
4. Certificates of Insurance. All insurance provisions of the Base Agreement shall apply, including, without limitation, the requirement to name the Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, the Contractor shall furnish the Town with Certificate(s) of Insurance and formal endorsements issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.
5. E-Verify. The Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
6. Boycott of Israel Prohibited. To the extent Title 35 applies to this Agreement, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

7. Cancellation for Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511.
8. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.
9. Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.
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") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth in this Agreement or the Base Agreement will in no way be construed as limiting the scope of the indemnity in this section.
11. 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.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

By: _____
Andrew Ching, Town Manager

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

BROWN & ASSOCIATES CERTIFIED
INSPECTION SERVICE, INC.,
an Arizona corporation:

By:  _____

Name: Michael J. Brown

Title: President

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICE, INC.

CIVIL PLAN REVIEW & INSPECTION SERVICES

**EXHIBIT A
BASE AGREEMENT**

(See attached: City of Buckeye Contract No. 2025337, dated March 04, 2025)

CITY OF BUCKEYE
ON-CALL CONSULTING FOR
ENGINEERING AND ARCHITECTURAL SERVICES

CATEGORY 13: BUILDING PLAN REVIEW AND INSPECTION SERVICES

BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICE, INC.
CONTRACT NO. 2025337

THIS CONTRACT, ("Contract") is entered into on March 04, 2025, by and between the CITY OF BUCKEYE, an Arizona municipal corporation, hereafter called (the "CITY") and Brown & Associates Certified Inspection Service, Inc., an Arizona corporation, hereafter called (the "CONSULTANT").

RECITALS

The CITY OF BUCKEYE, Arizona, is authorized and empowered by the City Code to execute contracts.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, The City and Consultant agree as follows:

The City issued a Request for Qualifications, "RFQ No. 2025174 On-Call Engineering and Architectural Services," (the "RFQ"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking statements of qualifications from consultants for professional consulting services.

The Consultant submitted a Statement of Qualifications in response to the RFQ (the "SOQ"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, and the City desires to enter into a Contract with the Consultant to provide Building Plan Review and Inspection Services (the "Services").

This Contract shall be in full force and effect only when it has been approved as required by the City Code and executed by the duly authorized City officials.

1.0 SCOPE OF SERVICES

The City desires to obtain Professional Architectural and Engineering services for City-wide Improvement projects. In accordance with the contract documents, including the General Scope of Services, Requirements, and Standards attached to this contract as Exhibit A, a specific scope of services shall be negotiated for each project and executed by individual Task Orders. Services provided by the Consultant under this agreement shall be performed in a manner consistent with that degree of care and skills ordinarily exercised by members of the same profession currently practicing under similar conditions.

The Consultant shall perform all services within the cost and time frames defined in executed Task Orders, and comply in all respects, with the terms, conditions, and requirements described herein for

the consideration stipulated, and in compliance with applicable Federal, State and City Codes. Services at the City's request may include, in general, but are not limited to the following:

Category Scope of Work Descriptions:

CATEGORY 13: Building Plan Review and Inspection Services - May include the following services:

- Plan Check for complex construction of buildings and structural, both Commercial and Residential Construction.
- Plan review may include structural, architectural, grading, energy, electrical, mechanical, plumbing, and specifications submitted as part of a building permit.
- Work may include review of plan and specifications, drafting of written corrections and redlining of plans, communicating both orally and in writing to the applicant and providing code interpretation.
- The selected firm(s) may be required to work at City Hall or within another facility within the City of Buckeye.
- Comment resolution meetings at no additional cost as part of the plan review fee.
- Building Construction inspection services to ensure construction conforms to the approved plans and the standards and codes adopted by the City of Buckeye.
- Provide written documentation of inspections performed, issuance of stop work orders, and notices of corrections.
- The selected firm(s) must be able to provide inspection services within 24-hour notice.

A detailed scope of services will be prepared for each individual project by the Consultant and submitted to the City. Requests for services will be issued in the form of a written Task Order ("Task Order") document initiated by the Manager, Construction and Contracting. The Task Order will include a description of the project, detailed scope of services, project schedule, and the approved fee. The Consultant should receive prior approval from the Manager, Construction and Contracting prior to commencement of services on project assignments released under this Contract.

2.0 FEES AND PAYMENTS

2.1 REGISTRATION REQUIREMENT IN VENDOR SELF SERVICE (VSS)

In order to do business with the City, register at <https://cityofbuckeyeaz.tylerportico.com/va/vendor-access/registration> Please be aware vendors that do not register and verify their information, including uploading a W-9 form to their profile, may experience delays in processing of invoices and will not be able to do business with the City.

2.2 FEE SCHEDULE

Consultant shall be paid according to the fee schedule set forth in Exhibit B. Each individual "Task Order"

shall be governed by Section 24-1-8 of the City Code, "Procurement by Dollar Value", as may be amended from time to time.

2.3 PAYMENT APPROVAL

The time spent on each task shall be recorded and submitted to the Contracting Officer. Consultant shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such materials available at all reasonable times during the contract period.

Monthly payments shall be made to the Consultant on the basis of a progress report prepared and submitted by the Consultant for work completed through the last day of the preceding calendar month. Each task shall be subject to review and approval by the Contracting Officer to determine acceptable percentage of completion.

The Contracting Officer reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis.

All charges must be approved by the Contracting Officer prior to payment.

3.0 GENERAL TERMS AND CONDITIONS

3.1 CONTRACTING OFFICER

The Contracting Administrator for the City shall be the Contracting Officer, in the Finance Department or designee. The Contracting Officer shall oversee the performance of this Contract; assist the Consultant in contacting members associated with the project, audit billings, and approve payments. The Consultant shall submit all reports and special requests through the Contracting Officer.

3.2 TERM OF CONTRACT

The Contract initial term is established for a one (1) year term commencing on May 17, 2025, with automatic renewals, unless otherwise terminated by either party, for four (4) additional one-year terms. Consultant shall provide services under the contract for specific project assignments with a Task Order issued no later than the final day of the effective Contract terms.

3.3 TERMINATION OF CONTRACT

The City has the right to terminate this Contract or abandon any portion of a Task Order, which has not been performed by the Consultant.

Termination for Convenience: City and Consultant reserve the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Consultant shall immediately stop all work hereunder, and shall immediately cause any of its suppliers

and SubConsultants to cease such work. As compensation in full for services performed to the date of such termination, the Consultant shall receive a fee for the percentage of services actually completed. This fee shall be in the amount to be mutually agreed upon by the Consultant and the City, based on the agreed Scope of Work and the value to the City of the services completed. If there is no mutual agreement, the Contracting Officer shall determine the percentage of completion of each task detailed in the Scope of Work and the Consultant's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items. Consultant shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Consultant's suppliers or SubConsultants, which Consultant could reasonably have avoided.

Termination for Cause: City may also terminate this contract or any part hereof with seven (7) days written notice for cause in the event of any default by the Consultant, or if the Consultant fails to comply with any of the material terms and conditions of this contract. By way of example and not limitation, unsatisfactory performance as judged by the Contracting Officer and failure to provide City, upon written request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, CITY shall not be liable to Consultant for any amount after the issuance of written notice, and Consultant shall be liable to City for any and all damages sustained by reason of the default that gave rise to the termination.

In the event Consultant is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving written notice to the Consultant.

In the event the City shall terminate this Contract or any part of the services as herein provided, the City shall notify the Consultant in writing, and immediately upon receiving such written notice, the Consultant shall discontinue advancing the work under this Contract and/or awarded Task Order.

Upon such termination or abandonment, the Consultant shall deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City.

The Consultant shall appraise the work it has completed and submit its appraisal to the City for evaluation.

If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

3.4 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period, or at the time that funds are

no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Consultant at least thirty (30) days prior to any termination for a lack of funds and will pay to the Consultant all approved charges incurred prior to Consultant's receipt of such notice, subject to the availability of funds therefore.

3.5 AUDIT

The City may audit all of the Consultant's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's Records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Consultant shall require all SubConsultants, to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Such requirements will also apply to any and all SubConsultants.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Consultant to the City in excess of five percent (5%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant.

Any adjustments and/or payments, which must be made as a result of any, such audit or inspection of the Consultant's invoices and/or records, shall be made within a reasonable amount of time (not to exceed 60 days) from presentation of CITY's findings to Consultant.

3.6 OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, which are prepared in the performance of this Contract will become and are the property of City.

3.7 COMPLETENESS AND ACCURACY

The Consultant shall be responsible for the accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared or compiled pursuant to this Contract and shall correct, at its expense, all negligent errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to the engineering errors shall be chargeable to the Consultant. Additional Scope(s) of work which may be added to the Task Order shall

not be considered the responsibility of the Consultant unless the need for same was created solely by any negligent error, omission, or negligent act of the Consultant and does not result in betterment to the City. The fact that the City has accepted or approved the Consultant's work shall in no way relieve the Consultant of any of its responsibilities.

3.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, which shall be deemed to have accrued from the commencement of such action.

3.9 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon the Consultant, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Consultant shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Consultant shall sell its assets.

3.10 ASSIGNMENT

Services covered by this Contract shall not be assigned or subcontracted in whole or in part without the prior written consent of the Contracting Officer.

3.11 SUBCONSULTANTS

During the performance of the Contract, the Consultant may engage such additional SubConsultants as may be required for the timely completion of this Contract. The addition of any SubConsultants shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

3.12 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

The total scope of Services to be performed in accordance with this Contract will be identified in each Task Order. Services, which are not included in this Contract, will be considered Additional Services. The Consultant shall not perform these Additional Services without written authorization in the form of an approved Change Order from the City.

3.13 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

3.14 CONFLICT OF INTEREST

This Contract is subject to cancellation pursuant to the provisions of A.R.S. 38-511.

3.15 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

3.16 TAXES

The fee listed in this Contract includes any and all taxes applicable to the activities hereunder. The City shall have no obligation to pay additional amounts for taxes of any type.

3.17 ADVERTISING

No advertising or publicity concerning the City using the Consultant's services shall be undertaken without prior written approval of such advertising or public City by the Contracting Officer.

3.18 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

3.19 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

3.20 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

3.21 EQUAL EMPLOYMENT OPPORTUNITY

The Consultant shall comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

3.22 NOTICES

All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

If to the City: City of Buckeye
530 E. Monroe Avenue
Buckeye, Arizona 85236
Attn: Contracts
Email: contracts@buckeyeaz.gov

With copy to: City of Buckeye
530 E. Monroe Avenue
Buckeye, Arizona 85326
Attn: Legal
Email: legal@buckeyeaz.gov

If to Consultant: Brown & Associates Certified Inspection Service, Inc.
12406 N. 32nd Street, Suite 103
Phoenix, Arizona 85032
Attn: Michael J. Brown, President
Email: Mike@brownandassociates.net

Notices shall be deemed received on date delivered if delivered by hand and on the delivery date indicated on receipt if delivered by certified or registered mail.

3.23 INDEPENDENT CONSULTANT

The services Consultant provides under the terms of this Contract to the City are that of an Independent Consultant, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.24 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City 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) are caused by the

negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of SubConsultant in the performance of this Contract. 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.

3.25 E-VERIFY REQUIREMENTS

To the extent applicable under Arizona Revised Statutes § 41-4401, the Consultant and its Subconsultants warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. Revised Statutes. § 23-214(A). The Consultant or Subconsultant's breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City of Buckeye. The City of Buckeye retains the legal right to randomly inspect the papers and records of the Consultant or Subconsultant employee who work on the Contract to ensure that the Consultant and its Subconsultants are complying with the above-mentioned warranty.

The Consultant and its SubConsultants warrant keeping the papers and records open for random inspection during normal business hours by the City. The Consultant and its SubConsultants shall cooperate with City's random inspections including granting the City's entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

3.26 SCRUTINIZED BUSINESS OPERATIONS

Pursuant to Arizona Revised Statutes §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in ARIZ. Revised Statutes § 35-391 or and 35-393, as applicable. If the City determines that the Consultant submitted a false Certification, the City may impose remedies as provided by law including terminating this Contract.

3.27 COMPLIANCE WITH LAWS

In performing any work required hereunder, Consultant shall comply with all applicable laws, ordinances, and codes of Federal, State and local governments, in effect during this Contract.

3.28 COOPERATIVE PURCHASING

Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s) ") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All Cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and the Consultant or Contractor.

The exercise of any rights, responsibilities or remedies by Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

4.0 INSURANCE

A Standard Accord Certificate of Insurance is acceptable provided it contains the additional language and deleted language as required in this contract. Failure to provide a Certificate of Insurance with the appropriate verbiage as required by this contract will result in rejection of the Certificate and delay contract execution.

Additionally, Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

4.1 Insurance Representations and Requirements

4.1.1 General: Consultant agrees to comply with all City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Buckeye. Failure to maintain insurance as specified may result in termination of this Contract at City of Buckeye's option.

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

4.1.2 Additional Insured: All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, City of Buckeye, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this agreement.

4.1.3 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 subject contract is satisfactorily performed, completed and formally accepted by the City of Buckeye, unless specified otherwise in this

Contract.

4.1.4 Primary Insurance: Consultant's insurance shall be primary insurance as respects performance of subject contract and in the protection of City of Buckeye as an Additional Insured.

4.1.5 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services 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.

4.1.6 Waiver: All policies, except Professional Liability insurance, shall contain a waiver of rights of recovery (subrogation) against City of Buckeye, its agents, representatives, officials, directors, officers, and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.1.7 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to City of Buckeye. Consultant shall be solely responsible for any such deductible or self-insured retention amount. CITY OF BUCKEYE, at its option and cost, may require Consultant to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.1.8 Use of SubConsultants: If any work under this agreement is subcontracted in any way, Consultant shall execute written agreement with SubConsultant containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Buckeye and Consultant. Consultant shall be responsible for executing the agreement with SubConsultant and obtaining Certificates of Insurance verifying the insurance requirements.

4.1.9 Evidence of Insurance: Prior to commencing any work or services under this Contract, Consultant shall furnish City of Buckeye with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable Insurers as specified herein and provide the required coverage(s), conditions, and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Buckeye shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. Such certificates shall identify the Contract work number and be sent to the designated City of Buckeye- Contracting Officer. If any of the above cited policies expire during the life of this Contract, it shall be Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

1. City of Buckeye, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- A) Commercial General Liability - Under ISO Form CG 20 10 11 85 or equivalent.
- b) Auto Liability- under ISO Form CA 20 48 or equivalent.
- c) Excess Liability- Follow Form to underlying insurance.

2. Consultant's insurance shall be primary insurance as respects performance of subject contract.

3. All policies, except Professional Liability, waive rights of recovery (subrogation) against City of Buckeye, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Consultant under this contract.

4. Certificate shall cite a 30-day advance notice cancellation provision. If ACORD Certificate of Insurance form 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.

4.2 Required Coverage

4.2.1 Commercial General Liability: Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit.

The policy shall cover liability arising from premises, operations, and independent Consultants, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insureds clause. To the fullest extent allowed by law, for claims arising out of the performance of this contract, the City of Buckeye, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Commercial General Liability Additional Insured Endorsement form CG 20 10 11 85, 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 paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.2.2 Professional Liability: If the Contract is the subject of any professional services or work, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Contract, Consultant shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Consultant shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.2.3 Vehicle Liability: Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Contract. Coverage will be at least as broad as Insurance Services Office, Inc. 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 contract, the City of Buckeye, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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

Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than \$2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

5.0 SOFTWARE LICENSES

As to all software licenses provided to the City as part of Consultant's obligations under this Contract, the following provisions apply:

5.1 SOURCE CODE AVAILABILITY

Consultant shall furnish City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:

1. Consultant becomes insolvent; or
2. Consultant ceases to conduct business; or
3. Consultant makes a general assignment for the benefit of creditors; or
4. A petition is filed in Bankruptcy by or against Consultant.

5.1.1 Use of the Source Code shall be subject to the same restrictions as to which the Software itself is subject.

5.1.2 City shall have the right to modify Source Code in any manner it deems appropriate, provided that the Source Code as modified shall remain subject to the restrictions set forth in immediately above.

5.2 PROPRIETARY PROTECTION

5.2.1 City acknowledges that to the extent Consultant advises the City that the Software is confidential information or is a trade secret property of the Consultant, the Software is thereby disclosed on a confidential basis under this Contract and is to be used only pursuant to the terms and conditions set forth herein.

5.2.2 Consultant shall not use or disclose any knowledge, data or proprietary information relating to CITY obtained in any manner whatsoever.

5.2.3 To the extent permitted by Arizona Law, the parties agree, both during the term of this Contract and for a period of seven (7) years after termination of this Contract and of all licenses granted hereunder, to hold each other's confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each other's confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract provided, however, that if Consultant's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, Consultant shall reimburse to City the full cost of City's refusal to release the information, including costs of litigation, City's attorney fees, fines, penalties or assessments of opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

5.3 NON-INFRINGEMENT

Consultant warrants that the Software provided hereunder does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity. In the event of a claim against City asserting or involving such an allegation, Consultant will defend, at Consultant's expense, and will indemnify City and hold City harmless against any loss, cost, expense (including attorney fees) or liability arising out of such claim, whether or not such claim is successful. In the event an injunction or order should be obtained against use of the Software by reason of the allegations, or if in Consultant's opinion the Software is likely to become the subject of such a claim of infringement, Consultant will, at its option and its expense: (i) procure for the City the right to continue using the Software; or (ii) replace or modify the same so that it becomes non-infringing (such modification or replacement shall be functionally equivalent to the original); or (iii) if neither (i) nor (ii) is practicable, repurchase the Software on a depreciated basis utilizing a straight line five (5) year period, commencing on the date of acceptance.

5.4 THIRD PARTY LICENSE

Consultant shall sublicense to City any and all third party Software required in the execution of this Contract. City reserves the right to accept or reject third party license terms. If the City rejects the terms of a third party license, it shall be Consultant's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to City. City's acceptance of the third party license

terms shall not be unreasonably withheld.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

7.0 ISRAEL COMPLIANCE

To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a “boycott” of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

8.0 FORCED LABOR OF ETHNIC UYGHURS

To the extent applicable under ARIZ. REV. STAT. § 35-394, the Vendor warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If the Vendor becomes aware that it is not in compliance with this paragraph, the Vendor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Vendor fails to provide a written certification that the Vendor has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on the contract termination date.

9.0 CLICKWRAP TERMS EXCLUDED

In the event the Consultant’s terms of sale or service were provided to the City only upon “acceptance” of a “clickwrap” or “clickthrough” agreement, such terms of sale or service shall not be binding upon the City. No oral agreement, “clickwrap” or “clickthrough” agreement or other understanding shall in any way modify a City issued or approved contract or the terms of this Professional Services Agreement.

Exhibits:

- A. General Scope of Services
- B. Fee Schedule

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF BUCKEYE,
an Arizona Municipal corporation

CONSULTANT:
BROWN & ASSOCIATES CERTIFIED INSPECTION
SERVICE, INC., an Arizona corporation



Dan Cotterman, City Manager



Michael J. Brown, President

ATTEST:



Lucinda J. Aja, City Clerk

RECOMMENDED:



William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:



K. Scott McCoy, City Attorney

EXHIBIT A
GENERAL SCOPE OF SERVICES

GENERAL SCOPE OF SERVICES

Consultant's services involving design, construction administration and inspection services shall include, but are not limited to, the following general requirements and standards, unless otherwise provided for in the individual scope of services incorporated as a part of the project assignment Notice(s) to Proceed released under this Contract.

DESIGN SERVICES –GENERAL PROJECTS

The Consultant shall prepare plans, specifications, cost estimates and special provisions according to direction and standards of the City. All work shall be performed within the City of Buckeye.

A. General Project Administration

1. The Consultant shall attend project meetings as necessary to maintain the project budget and schedule; chair periodic regular meetings as requested by the City, set agendas and prepare and distribute meeting minutes. Meetings under basic services include:

- A) Meetings with City staff and Management.
- B) Meetings required obtaining a permit.
- C) Meetings with internal oversight committees.

1. The Consultant shall coordinate with private, public and City utilities regarding standard utility issues and incorporate pertinent information in the plans.

2. The Consultant shall be responsible for submission and retrieval of all required Contract documents to the various reviewing agencies required under the project.

3. The Consultant shall prepare and maintain a project schedule after meeting with the project manager to determine appropriate submittal deadlines and to coordinate project submissions.

4. When applicable, the Consultant shall be responsible for obtaining or assisting the City in obtaining all federal, state, county, local and utility permits and approvals required for the project. As the project progresses, the Consultant shall timely furnish to the City copies of all communications between the Consultant and the respective agency or department related to the Contract and all approvals and permits for the projects.

5. If requested, the Consultant shall prepare necessary exhibits and make a presentation as deemed necessary by the Project Manager.

6. The Consultant shall avoid specification of construction materials known to be hazardous or potentially hazardous, including asbestos, lead or any derivative thereof, unless specifically approved in writing by the City.

7. The Consultant shall submit a written monthly "Design and Progress Report" to the City during the entire period of design.

B. 30% Plans Phase

1. The Consultant shall consult with City staff to ascertain information needed to meet the requirements of the project and shall confirm such requirements in writing and/or by sketch to the City.

2. The Consultant shall be responsible for establishing a pre-design meeting for design reviews with the City a minimum of two weeks prior to completion of schematic design. The Consultant will submit Three (3) copies of the preliminary site plan to the City at the time the request for a meeting is made.

3. The Consultant shall prepare a schedule for City approval of all required submittals for City review(s) based upon information from the pre-design meeting and current City published review times.

4. The Consultant shall prepare preliminary design studies leading to a recommended solution together with a general description of the project and shall, at no further expense to the City, submit three (3) sets of same to the City with written construction, cost estimates. The Consultant shall present these studies and estimates to the City for review, comments and approval.

5. The 30% Plans Phase will be considered completed when the City has approved the preliminary design plans and the construction cost estimate for the submitted plans is within the project construction budget.

C. 60% Plan Phase

1. After the 30% plans and construction cost estimate are approved in writing by the City, the Consultant shall prepare the 60% plans documents. These documents will consist of preliminary plans, elevations, other drawings, and specifications to fix and illustrate the size and character of the entire project including the kinds of materials; type of structure; mechanical, electrical, computer and telecommunications systems; and such other work as may be appropriate.

2. The Consultant shall design the project so that the construction shall conform to the requirements of Title 34, Arizona Revised Statutes regulating public buildings and improvements, as well as other applicable statutes and regulations.

3. Toward the end of the 60% Plans Phase, the Consultant shall hold a plan coordination meeting between the Consultant and the Subconsultants to review and address coordination and integration of the plans provided by the various disciplines. The Consultant shall invite the Project Manager to attend

this meeting.

4. After completion of the 60% Plans Phase, the Consultant shall, at no further expense to the City, deliver three (3) sets of the 60% drawings and plans, three (3) sets of the specifications, and three (3) sets of the detailed project cost estimates. The Consultant shall present all documents to the City for review, comment, and approval. If requested by the City, Consultant shall provide other design support documentation (i.e., structural, irrigation or earthwork calculations).

5. The 60% Plans Phase will be considered complete once the City has approved the submitted design development plans, agrees that the construction cost estimate is within the established project budget, and agrees that the Consultant is meeting the submittal dates for City documents as identified in the 30% Plans Phase schedule.

D. 90% Final Plans Phase

1. After the 60% plans and construction cost estimate have been approved in writing by the City, the Consultant shall prepare final, permit-ready construction drawings, plans, and specifications.

2. The consultant shall prepare its drawings in AutoCAD format compatible with the City (or other department as specified in the project assignment notice to proceed) CADD technology using City layering standards. The drawing format will be a 24" x 34" sheet size unless otherwise authorized in writing by the City. The City shall provide the City's Boilerplate and Supplemental General Conditions sections for the project specifications. No changes, deletions, or additions to these sections shall be made by the Consultant without approval by the City before inclusion in the final specifications. Final bid specifications shall be prepared in an 8-1/2" x 11" size format, single-spaced, single-sided and unbound. The Consultant shall coordinate the special provisions of the bid package to be compatible with the City's Boilerplate and Supplemental General Conditions.

3. During the preparation of construction documents, the Consultant shall inform the City in writing of any adjustments to previous construction cost estimates indicated by changes in scope, requirements, or market conditions.

4. The Consultant shall comply with all applicable federal, state, and local laws and codes in effect at the time the drawings, plans and specifications are approved by the City. The Consultant shall notify the City of any code changes that occur during the life of this Design Contract that will impact the project.

5. No later than ten calendar days prior the first advertisement date for the project bid, the Consultant shall ensure that the plans prepared by the utility companies have been incorporated into the final plans set.

6. Toward the end of the 60% plans phase, the Consultant shall hold a plan coordination meeting between the Consultant and the Subconsultants to review and address coordination and integration of the plans provided by the various disciplines. The Consultant shall invite the project manager to attend

this meeting.

7. Upon completion of construction plans, specifications and Contract documents, the Consultant shall provide, at no expense to the City, three (3) sets of all design calculations, including structural, mechanical, electrical and plumbing, and three (3) complete sets each of construction drawings, plans specifications and Contract documents for review and approval by the appropriate City agencies. These documents must be sealed and signed by the appropriate responsible party.

8. With the submission of the construction plans, specifications and Contract documents, the Consultant shall submit three (3) copies of a detailed project cost estimate.

9. The Consultant shall coordinate the building permit process and assist in filing the required documents to secure approval of all governmental authorities having jurisdiction over the design of the project. All original filing and approval fees shall be paid by the City or reimbursed to the Consultant if paid by Consultant.

10. The Consultant shall incorporate all corrections received from the reviewing entities into the final bid set of Contract documents. If required, the Consultant shall resubmit the revised plans to Project Manager for approval. Also, if required by the project manager, the Consultant shall submit a revised cost estimate reflecting the modification made for this final submittal.

11. Upon approval by the City of complete drawings, plans, and specifications, the Consultant shall deliver to the City the final original copy of the final specifications. These documents shall be sealed and signed by the appropriate responsible party.

12. The Final Design Phase will be considered complete when the City has approved the final submitted plans and specifications, agrees that the cost estimate is within the established project budget, and agrees that the plans are permit-ready.

E. Bid Phase

1. No later than eighteen calendar days prior to the first advertisement date of the project bid, the Consultant shall prepare and submit a detailed construction cost estimate of the project. This cost estimate for the base bid shall be prepared in sufficient detail to identify all trades required for the project, as well as estimated cost for those trades. The cost estimate should follow the Construction Specification Institute divisions. The Consultant shall not furnish the estimate to any one other than the City.

2. The Consultant may attend and prepare meeting minutes for the pre-bid conference, any other related meetings, and prepare all necessary addenda related to documents originated by the Consultant in a format approved by the City. The City will be responsible for distributing all addenda.

3. The Consultant shall be responsible for responding to questions regarding the plans and specifications. Consultant shall receive, review and approve/disapprove request for substitutions, and incorporate these substitution requests into the addenda as required.

4. The Consultant shall submit their final design plans including all design addenda on an electronic medium immediately useable and compatible with City of Buckeye "City CADD" technology. The resulting image produced on the viewing screen shall include all title blocks, borders, details and notes that are visible on full-size originals or blue lines. The CADD files should be accessible for reading and plotting. One copy of the final specifications including all addenda shall be submitted in print and on a computer disc compatible with City work processing standards.

Copies of documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed and sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by the Consultant to the City are only for the convenience of the City. Any conclusion or information obtained or derived from such electronic files will be at the City's sole risk.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the City.

5. The Bid Phase will be considered completed when the project construction bid has been awarded by the City Council and final construction documents have been received on electronic media.

F. GENERAL CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

1. Consultant may perform Construction Administration and Inspection services on the project assignments released under this Contract according to the direction and standards of the City.

2. The Consultant may attend the pre-construction conference which will be arranged and called for by the City; be prepared to respond to questions; and prepare a "Record of Preconstruction Conference" which will be distributed to all attendees. Consultant will attend project meetings as necessary to maintain the project budget and schedule; chair periodic regular meetings on site and any additional meetings as requested by the City; set agendas and prepare and distribute minutes.

3. If required, Consultant shall furnish the services of a competent inspector during the progress of construction. The Consultant shall coordinate the inspection, facilitate the work in general, and perform miscellaneous inspection work as required to assure that the work is constructed in accordance with the Contract documents and accepted standards of the construction industry. The Consultant shall not have the direct control of the individual workmen and their work. The direct control shall be solely the

responsibility of the Consultant (referred to as "Consultant"), to the extent provided by the Contract between the City and the Consultant.

4. If required, Consultant shall provide Construction Administration and Inspection as required for substantial compliance with the Contract documents. Consultant will keep the City informed of the progress of the work, endeavor to guard the City against defects and deficiencies in the work of the Consultant, and shall reject or stop work, as appropriate, failing to conform to the Contract documents. The Consultant or Consultant's authorized representative shall keep adequate project records and field reports of work during construction.

5. If required, Consultant shall make recommendations to the City on matters relating to the interpretation of the Contract documents.

6. If required, Consultant shall review the Consultant's submittal schedule which will list all submissions required by Contract documents.

7. If required, Consultant shall establish a submittal control sheet to monitor the timeliness of Consultant submissions, and review and make recommendations to the City relating to the execution and progress of the project.

8. If required, Consultant shall provide the necessary survey controls for the Consultant's guidance and verify the correctness of the work as it progresses.

9. If required, Consultant shall review and monitor schedules; and review and approve or take other appropriate action on samples, shop and setting drawings; coordinate testing, review and make recommendations on reports from testing laboratory(s), and other submissions for conformance with the design concept of the project and for compliance with the information given by the Contract documents.

10. If required, Consultant shall monitor and log Consultant correspondence and provide the City with all documents, reports and correspondence pertaining to the project.

11. If required, all construction testing shall be done under the supervision of the Consultant.

12. If required, Consultant shall submit reports of the job site visit which will summarize the activities at the time of the visit and progress made since the last visit. These reports will be submitted to the City bi-weekly.

13. If required, Consultant shall make construction monthly progress reports to the City covering the general progress of the project and describing any problems or factors contributing to delay and recommending solutions or resolutions where appropriate.

14. If required, Consultant shall review and make recommendations to the City on all claims of the Consultant for extra work not covered in the Contract documents, and the recommendations shall be jointly reviewed by the Consultant and the City for final decisions. The Consultant will prepare construction change orders for approved extra work and time extensions not covered in the Contract documents brought about by Consultant(s) claims.

15. For all changes, additions or deletions requested by the City, the Consultant will obtain all information required and present Consultant's recommendations. The City will either approve or deny the recommendation.

16. If required, Consultant will verify the amount owed to the Consultant and will sign and issue an "Estimate for Payment," in such amount. This "Estimate for Payment" will constitute a representation to the City that the work has progressed to the point indicated. By issuing an "Estimate for Payment," Consultant will also represent to the City that, to the best of Consultant's knowledge, information, and belief, based on what Consultant inspections and observations have reveals, the quality of the work is in substantial accordance with the Contract documents.

17. If required, Consultant will attend joint inspections with the City to determine the dates of substantial and final completion and so inform the City Engineer in writing, when completed. After acceptance of the project by the City, Consultant will promptly issue a final "Estimate for Payment," with two completed and signed copies.

G. The Consultant may be required to perform any of the following if defined in an issued Task Order as follows:

1. Conduct final close-out inspections(s), prepare a project punch list including the owner's concerns, and verify that the items indicated on the list are corrected prior to final acceptance.
2. Verify that all documentation required of the Consultant per the construction contract has been submitted and is acceptable to the City.
3. Review, assemble and provide all warranties, files, operating manuals, logs and other closeout paperwork as described in the project specifications at the completion of the project.
4. Verify that all correspondence, shop drawings, directives, and RFI's, are delivered to the City.
5. Review and approved all lien waivers prior to the final payment to the Consultant.
6. Prepare and turn over to the City "Project record" conditions. These Records shall be signed and certified as accurate by the Consultant.
7. Verify that additional construction materials are delivered to the City by the Consultant.

8. Evaluate the Consultant's performance.

H. The Consultant shall furnish the City a letter recommending acceptance of the work, however, the City shall retain the right to determine when, and if, the construction work appears to be accomplished in accordance with the drawings, plans and specifications. In this respect, the construction work may be inspected at any time by the City or an authorized representative(s).

**EXHIBIT B:
FEE SCHEDULE**

RATE SCHEDULE FOR BUILDING PLAN REVIEW

A. BUILDING PLAN REVIEW SERVICES

For BUILDING PLAN REVIEW SERVICES of Architectural, Structural, Mechanical, Electrical, Plumbing, Accessibility and Model Energy performed for the Client, BROWN & ASSOCIATES shall be compensated at a lump sum rate of 75% of the Plan Check Fee determined by the current ICC Building Valuation Table and Permit Fee Table 1-A or the most current fee structure adopted by the City of Buckeye for an initial review and one complete recheck of the project documents. Third and subsequent, Fire and Civil review, deferred submittals, and revisions to approved plans will be at BROWN & ASSOCIATES hourly rates for personnel provided. Expedited plan review services are available at a rate of twice the calculated or hourly rate as agreed upon at acceptance of project.

PROJECT TYPE / SIZE	STANDARD REVIEW	EXPEDITED REVIEW	SUBSEQUENT RECHECKS
Single & Multi-Family Residential	7 to 10	5	5
Commercial to 75,000 sq. ft.	10	5	5
Commercial 75,001 to 150,000 sq. ft.	15	7	7
Commercial greater than 150,000 sq. ft.	15	7	7
Warehouse 150,001 to 500,000 sq. ft.	20	10	10
Warehouse 500,001 to 1,000,000+ sq. ft.	30	15	15
Fire Protection Systems & Civil Review	SAME AS INITIAL REVIEW		
Deferred Submittals	SAME AS INITIAL REVIEW		
<i>All review times are business days (excluding weekends and holidays). Brown & Associates observes holidays according to our client's Holiday Schedule</i>			

B&A PERMIT FEE TABLE 1-A

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$60.00
\$501.00 to \$2,000.00	\$59.88 for the first \$500.00 plus \$4.09 for each additional \$100.00, or fraction thereof
\$2,000.01 to \$25,000.00	\$121.26 for the first \$2000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof
\$25,001.00 to \$50,000.00	\$553.25 for the first \$25,000.00 plus \$13.54 for each additional \$1,000.00, or fraction thereof
\$50,001.00 to \$100,000.00	\$891.99 for the first \$50,000.00 plus \$9.39 for each additional \$1,000.00, or fraction thereof
\$100,001.00 to \$500,000.00	\$1,361.54 for the first \$100,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof
\$500,001.00 to \$1,000,000.00	\$4,366.58 for the first \$500,000.00 plus \$6.38 for each additional \$1,000.00, or fraction thereof
\$1,000,001.00 and above	\$7,552.77 for the first \$1,000,000.00 plus \$4.90 for each additional \$1,000.00, or fraction thereof.

HOURLY RATES

Building Official	\$125
Fire Marshal	\$125
Project Manager	\$125
Structural Engineer	\$125
Fire Protection Engineer	\$100
Civil Engineer	\$100
Senior Plans Examiner	\$100
Senior Building Inspector	\$100
Building Inspector	\$90
Assistant Inspector	\$80
Senior Permit Specialist	\$70
Clerical / Administration	\$60

RATE SCHEDULE FOR BUILDING INSPECTION SERVICES

B. BUILDING INSPECTION SERVICES

For BUILDING INSPECTION SERVICES performed under Exhibit A of this Agreement, BROWN & ASSOCIATES shall be compensated at hourly rates for personnel provided. A minimum of 2-hours will be assessed for inspections on a given day.

Normal hours of inspection services for determination of Brown & Associates fees is at a schedule of Monday through Friday from 7:00 AM- 3:00 PM Arizona time. Inspection times may be adjusted based on seasonal conditions and not to exceed an agreed upon 8-hour work day.

Expedited, before or after hour, weekend and holiday inspection services are available for double the regular hourly rate for personnel provided with a three-hour minimum.

Brown & Associates Holiday Schedule includes: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICE, INC.

CIVIL PLAN REVIEW & INSPECTION SERVICES

**EXHIBIT B
SCOPE OF WORK**

See the following pages.



RATE SCHEDULE FOR BUILDING PLAN REVIEW

A. BUILDING PLAN REVIEW SERVICES

For BUILDING PLAN REVIEW SERVICES of Architectural, Structural, Mechanical, Electrical, Plumbing, Accessibility and Model Energy performed for the Client, BROWN & ASSOCIATES shall be compensated at a lump sum rate of 75% of the Plan Check Fee determined by the current ICC Building Valuation Table and Permit Fee Table 1-A or the most current fee structure adopted by the Town of Paradise Valley for an initial review and one complete recheck of the project documents. Third and subsequent, Fire and Civil review, deferred submittals, and revisions to approved plans will be at BROWN & ASSOCIATES hourly rates for personnel provided. Expedited plan review services are available at a rate of twice the calculated or hourly rate as agreed upon at acceptance of project.

PROJECT TYPE / SIZE	STANDARD REVIEW	EXPEDITED REVIEW	SUBSEQUENT RECHECKS
Single & Multi-Family Residential	7 to 10	5	5
Commercial to 75,000 sq. ft.	10	5	5
Commercial 75,001 to 150,000 sq. ft.	15	7	7
Commercial greater than 150,000 sq. ft.	15	7	7
Warehouse 150,001 to 500,000 sq. ft.	20	10	10
Warehouse 500,001 to 1,000,000+ sq. ft.	30	15	15
Fire Protection Systems & Civil Review	SAME AS INITIAL REVIEW		
Deferred Submittals	SAME AS INITIAL REVIEW		
<i>All review times are business days (excluding weekends and holidays). Brown & Associates observes holidays according to our client's Holiday Schedule</i>			



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\$1,000,001.00 and above	\$7,552.77 for the first \$1,000,000.00 plus \$4.90 for each additional \$1,000.00, or fraction thereof.

HOURLY RATES

Building Official	\$125
Fire Marshal	\$125
Project Manager	\$125
Structural Engineer	\$125
Fire Protection Engineer	\$100
Civil Engineer	\$100
Senior Plans Examiner	\$100
Senior Building Inspector	\$100
Building Inspector	\$90
Assistant Inspector	\$80
Senior Permit Specialist	\$70
Clerical / Administration	\$60



RATE SCHEDULE FOR BUILDING INSPECTION SERVICES

B. BUILDING INSPECTION SERVICES

For BUILDING INSPECTION SERVICES performed under Exhibit A of this Agreement, BROWN & ASSOCIATES shall be compensated at hourly rates for personnel provided. A minimum of 2-hours will be assessed for inspections on a given day.

Normal hours of inspection services for determination of Brown & Associates fees is at a schedule of Monday through Friday from 7:00 AM- 3:00 PM Arizona time. Inspection times may be adjusted based on seasonal conditions and not to exceed an agreed upon 8-hour work day.

Expedited, before or after hour, weekend and holiday inspection services are available for double the regular hourly rate for personnel provided with a three-hour minimum.

Brown & Associates Holiday Schedule includes: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICE, INC.

CIVIL PLAN REVIEW & INSPECTION SERVICES

EXHIBIT C
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Chad Weaver, Community Development Director
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253



Action Report

File #: 25-163

AGENDA TITLE:

Discussion and Possible Action to Approve the Purchase of Heavy Equipment Vehicles Budgeted in Fiscal Year 2025/2026

RECOMMENDATION:

Authorize the purchase of two heavy equipment vehicles in Fiscal Year 2026 in an amount not to exceed \$480,131.25.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY



STAFF REPORT

TO: Mayor Stanton and Town Council Members

FROM: Andrew B. Ching, Town Manager
Isaac Chavira, Public Works Director
Robert Deserano, Public Works Superintendent]

DATE: June 12, 2025

DEPARTMENT: Public Works
Robert Deserano 480-348-3589

AGENDA TITLE:

Approve the Purchase of Town Heavy Equipment Vehicles Budgeted in Fiscal Year 2025/2026.

RECOMMENDATION:

Approve the purchase of a total of two (2) vehicles:

- Contract No. CTR052847 State of Arizona Contract to purchase one (1) Backhoe Loader
- Contract No. 020223-AVT with Sourcewell Cooperative to purchase one (1) Compact Articulated Loader

If approved, the Two (2) Heavy Equipment vehicles will be purchased after July 1, 2025, not to exceed **\$480,131.25**.

SUMMARY STATEMENT:

The Town's Fleet Department is recommending the purchase of two (2) Heavy Equipment vehicles. Two (2) vehicles have been identified for replacement due to age, mileage, and mechanical instability.

1. Backhoe:

Purchase One (1) 2025 Caterpillar Backhoe Loader for Public Works.

Replace: 1999 John Deere 310SE Backhoe – unit #9160 is being used primarily used by Public Works.

- Purchased 09/09/1999.
- The cost of operating is \$14.67 per hour.
- The equipment has an hour reading of 1931 hours.
- The equipment is 26 years old.

TOWN Of PARADISE VALLEY



STAFF REPORT

2. Bucket Truck:

Purchase: One (1) 2025 Avant Compact Articulated Loader for Public Works with a 2024 Ford F550 bucket truck.

Replace: 2002 Kubota R420 & 1996 John Deere 970 – unit #0796, and unit #1318 is used by the Public Works Department for maintenance.

- Purchased 12/11/2001(Kubota R420) ,02/05/1996 (John Deere 970)
- The cost to operate is \$32.39 (Kubota R420), and \$36.55 per hour (John Deere 970)
- The vehicle has an odometer reading of 1281 hours (Kubota R420), 445 hours (John Deere 970).
- The equipment is 23 years old (Kubota) and 29 years old (John Deere).

If approved, staff will begin the purchase process immediately at the beginning of the fiscal year as the delivery time of the vehicles could take six months or more.

Expenditure Quotations

The Town will take advantage of prices quoted by the State and Sourcewell Cooperative through a competitive bid process.

Vehicle	Primary Use	Components	Cost	Total Cost
Backhoe Loader	Streets	2025 Backhoe Loader	\$154,470.85	\$154,470.85
Bucket Truck	Streets	2025 Compact Articulated Loader with attachments	\$126,663.45	\$323,545.45
		2024 Ford F550 bucket truck	\$196,882.00	
	Total		\$478,973.00	\$478,016.30

BUDGETARY IMPACT:

The amount to complete this project is \$478,973.00. The amount requested in the FY25-26 budget was **\$480,131.25**.

ATTACHMENT(S):

- Staff Report
- Vehicle Quotes



Equipment

4

7/23/2024

Town of Paradise Valley
Attention: Chris Penny

Dear Chris, on behalf of Empire Machinery and Caterpillar Inc., we are pleased to quote the following:

2024 New Caterpillar 416 -07 4ECM Plumbed (94hp) Backhoe Loader

Standard Equipment

BOOMS, STICKS, AND LINKAGES

- Caterpillar XT-3 hose

BACKHOE

- Hydraulic oil cooler

- 14'4" Center pivot backhoe

- Flow-Sharing Hydraulic Valves

4.3 Meters

- Hydraulic suction strainer

- Boom and swing transport locks

- Mechanical operated backhoe and stabilizer controls

ELECTRICAL

- 12 volt electrical start

- Street type stabilizer shoes

- Horn, front and rear

LOADER

- Backup alarm

- Single Tilt Loader

- Hazard flashers/turn signals

- Lift cylinder brace

- Halogen head lights (2)

- Self-leveling loader with single lever control

- Halogen rear flood lights (2)

- Return-to-dig

- Stop and tail lights

(automatic bucket positioner)

- Audible system fault alarm

- Transmission neutralizer switch

- Key start/stop system

- Bucket level indicator

- 850 CCA maintenance free battery

- Battery disconnect switch

- External Power Receptacle (12v)

POWERTRAIN

- Water separator

OPERATOR ENVIRONMENT

- Thermal starting aid system

- Interior rearview mirror

- Dry type axial seal air cleaner with integral precleaner

- Rear fenders

- Automatic dust ejection system

- ROPS canopy

- Filter condition indicator

- 2-inch (50mm) retractable seat belt

- Hydraulically boosted multi-plate wet disk brake with dual pedals & interlock

- Hand and foot throttle

- Differential lock

- Air suspension seat

- Drive-line parking brake

- Coat Strap

- Torque converter

- Lockable storage area

- Transmission-four speed manual shift

FLUIDS

Antifreeze - Extended Life Coolant

- Neutral safety switch

-30C (-20F)

- Spin-on filters for

OTHER STANDARD EQUIPMENT

Fuel

- Standard Storage Box

Engine oil

- Transport tie-down points

Transmission oil

- Ground line fill fuel tank with

- Outboard Planetary Rear Axles

42.3 gal (160L) capacity & 5 gal (19L)

- Diesel particulate filter

diesel exhaust fluid

25-24

- Hydrostatic power steering

- Rubber impact strips on radiator guard

HYDRAULICS

- Load sensing, variable flow system with 35 gpm (132 L/min) axial piston pump
 - 6 micron hydraulic filter

- Safety Manual
 - Operations and Maintenance Manual
 - Lockable hood
 - Tire Valve Stem Protection

Configured as Follows

Ref #	Description	Price
5433339	416	\$97,890
6434080	TRIM PACKAGE 3	\$43,920
	TRIM PACKAGE 3 INCLUDES	\$0
5574932	CAB, STANDARD	\$0
5434282	STICK, EXTENDABLE, 14FT, PILOT	\$0
5434900	PT, 4WD/2WS STD SHIFT, PILOT	\$0
5427765	HYDRAULICS MP, 6FCN/8BNK, PT	\$0
5455047	DISPLAY, STANDARD	\$0
4916736	WORKLIGHTS (8) LED LAMPS	\$0
6110335	SEAT, FABRIC	\$0
3379696	COUNTERWEIGHT, 1015 LBS	\$0
5402298	STANDARD RADIO (12V)	\$0
4237607	PLATE GROUP - BOOM WEAR	\$0
3531389	GUARD, STABILIZER	\$0
	END OF INCLUDES	\$0
5427779	ENGINE, 70KW, C3.6 DITA, T4F	\$10,280
2061748	SEAT BELT, 3" SUSPENSION	\$187
5427810	AIR CONDITIONER, T4F	\$3,110
6394880	PRODUCT LINK, CELLULAR, PLE643	\$0
3792161	TIRES, 12.5 80/19.5L-24, GY	\$2,810
9R6007	STABILIZER PADS, FLIP-OVER	\$435
3377385	BUCKET-MP, 1.3 YD3 (CLAMSHELL)	\$7,708
5458548	LOADER BUCKET PINS	\$0
9R5321	CUTTING EDGE, TWO PIECE	\$331
5590872	INSTRUCTIONS, ANSI	\$0
4218926	SERIALIZED TECHNICAL MEDIA KIT	\$0
5481231	LINES, COMBINED AUX, E-STICK	\$4,530
5516940	COLD WEATHER PACKAGE, 120V	\$1,005
0P0210	PACK, DOMESTIC TRUCK	\$0
4616839	SHIPPING/STORAGE PROTECTION	\$266
4621033	RUST PREVENTATIVE APPLICATOR	\$141
5441901	COUPLER, PIN LOCK, BL F	\$1,528
0P9002	LANE 2 ORDER	\$0
2471952	BUCKET-HD, 24"	\$2,521
PARTS	HYDRAULIC THUMB	\$6,200

Pricing Summary

Caterpillar List Price:	\$182,862.00
State Contract CTR052847 Discount 22%:	<u>(40,229.64)</u>
Contract Price:	\$142,632.36
Sales Tax 8.30%:	<u>\$11,838.49</u>
Total:	\$154,470.85

Availability: 4-6 months from time of order

Warranty: 12 months / unlimited hours. Travel time and mileage covered for warrantable repairs included.

Training: On-site operating and safety training provided by CAT certified product specialist to ensure machine is run properly to reduce operating costs, reduce unnecessary machine wear, and tear, and maximize productivity. We have bilingual instructors if preferred.

If you have any questions regarding this information, please let me know. Thank you for allowing Empire Machinery to assist with your Caterpillar equipment needs.

Sincerely,

Doug Calvet
Account Manager
602-622-4917
Doug.Calvet@empire-cat.com

Vehicle
LIFT TRK

1



Quote Number: 1725924
 Opportunity Number: 24133272
 Sourcewell Contract #: 110421-ALT
 Date: 12/3/2024

Quoted for: Town of Paradise Valley

Customer Contact:

Phone: / Email:

Quoted by: Abbott Gaddy

Phone: / Email:

Altec Account Manager: Derek Huffer

REFERENCE ALTEC MODEL

Sourcewell Price

AT41M	Articulating Telescopic Aerial Device with Material Handling Insulated, 41'	\$221,241
-------	---	-----------

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1		
2		
3		
4		

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

SOURCEWELL OPTIONS TOTAL: \$221,241

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		\$0
2	UNIT & HYDRAULIC ACC		\$0
3	BODY		\$0
4	BODY & CHASSIS ACC		\$0
5	ELECTRICAL		\$0
6	FINISHING		\$0
7	CHASSIS	2024 F550 4x2 Auto	-\$14,204
8	OTHER	Altec Model Year Price Adjustment	-\$24,048

OPEN MARKET OPTIONS TOTAL: -\$38,252

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$182,989.00

Delivery to Customer: \$8,893.00

Estimated Taxes (Delivery non-taxable):

FET:

CA Doc/Admin/Tire Fees:

Extended Warranty:

TOTAL FOR UNIT/BODY/CHASSIS: \$191,882.00

+ 5000

(C.) ADDITIONAL ITEMS (items are not included in total above)

1		
2		
3		
4		

196,882.00

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order bank, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: TBD Based on availability, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

25-26

Hurf

Town of Paradise Valley - AT41M F550 4x2 Auto - SW - 1725924



Quote Proposal

31 January 2025

TOWN OF PARADISE VALLEY

QUO-02608-B5C3C7

Dealer Address:

GLOBAL MACHINERY INVESTORS
LTD., 775 W. ELWOOD ST., PHOENIX,
ARIZONA, 85041

Customer Contact:

Chris Penny

Customer Address:

TOWN OF PARADISE VALLEY, 6401
EAST LINCOLN DR, PARADISE
VALLEY, ARIZONA, 85253

Set 2 of 12			
Quantity	Description	Price	Total Price
1	860 GT / AVANT / AVANT 860 GT COMPACT ARTICULATED LOADER	\$116,910.00	\$116,910.00
1	DISC-N / EQUIPMENT SALES DISCOUNT - NEW	(\$14,029.20)	(\$14,029.20)
1	FRT / FREIGHT	\$3,500.00	\$3,500.00
Equipment Specification			
NEW AVANT 860GT **A/C- HEATER AM/FM RADIO** **12% DISCOUNT OFF STANDARD MSRP FOR SOURCEWELL MEMBERS** M860 GT 380/55-17 GR T4F CAB GT OPTION WHEEL KIT 10 HOLES 380/55-17 GRASS PROFILE SMOOTH DRIVE - BOOM SUSPENSION PREMIUM GT PACKAGE CONTRACTOR PACKAGE EFFICIENCY PACKAGE REAR WEIGHT 29 KG WITH HANDLE, CAST IRON			
Pricing Detail			
Selling Price			\$106,380.80
Trade-In Amount			\$ 0.00
Net Selling Price			\$106,380.80
Tax			8.60 %
Tax Amount			\$9,148.75
Final Selling Price			\$115,529.55



Quote Proposal

31 January 2025

TOWN OF PARADISE VALLEY

QUO-02608-B5C3C7

Dealer Address:

GLOBAL MACHINERY INVESTORS
LTD., 775 W. ELWOOD ST., PHOENIX,
ARIZONA, 85041

Customer Contact:

Chris Penny

Customer Address:

TOWN OF PARADISE VALLEY, 6401
EAST LINCOLN DR, PARADISE
VALLEY, ARIZONA, 85253

Set 10 of 12			
Quantity	Description	Price	Total Price
1	A36906 / AVANT / 4 IN 1 BUCKET 1600 MM, STRAIGHT EDGE	\$5,710.00	\$5,710.00
1	DISC-N / EQUIPMENT SALES DISCOUNT - NEW	(\$685.20)	(\$685.20)
1	FRT / FREIGHT	\$395.00	\$395.00
Equipment Specification			
NEW AVANT 4 IN 1 1600MM BUCKET			
12% DISCOUNT OFF STANDARD MSRP FOR SOURCEWELL MEMBERS			
Pricing Detail			
Selling Price			\$5,419.80
Trade-In Amount			\$ 0.00
Net Selling Price			\$5,419.80
Tax			8.60 %
Tax Amount			\$466.10
Final Selling Price			\$5,885.90



Quote Proposal

13 of 13

31 January 2025

TOWN OF PARADISE VALLEY

QUO-02608-B5C3C7

Dealer Address:

GLOBAL MACHINERY INVESTORS
LTD., 775 W. ELWOOD ST., PHOENIX,
ARIZONA, 85041

Customer Contact:

Chris Penny

Customer Address:

TOWN OF PARADISE VALLEY, 6401
EAST LINCOLN DR, PARADISE
VALLEY, ARIZONA, 85253

Set 12 of 12			
Quantity	Description	Price	Total Price
1	A36589 / AVANT / AVANT 47" XHD PALLET FORKS (A36589)	\$1,550.00	\$1,550.00
1	DISC-N / EQUIPMENT SALES DISCOUNT - NEW	(\$186.00)	(\$186.00)
1	FRT / FREIGHT	\$280.00	\$280.00
Equipment Specification			
NEW AVANT 47" XHD PALLET FORKS WITH SAFETY FRAME BOLT ON			
12% DISCOUNT OFF STANDARD MSRP FOR SOURCEWELL MEMBERS			
Pricing Detail			
Selling Price			\$1,644.00
Trade-In Amount			\$ 0.00
Net Selling Price			\$1,644.00
Tax			8.60 %
Tax Amount			\$141.38
Final Selling Price			\$1,785.38



Quote Proposal

31 January 2025

TOWN OF PARADISE VALLEY

QUO-02608-B5C3C7

Dealer Address:

GLOBAL MACHINERY INVESTORS
LTD., 775 W. ELWOOD ST., PHOENIX,
ARIZONA, 85041

Customer Contact:

Chris Penny

Customer Address:

TOWN OF PARADISE VALLEY, 6401
EAST LINCOLN DR, PARADISE
VALLEY, ARIZONA, 85253

Set 5 of 12			
Quantity	Description	Price	Total Price
1	A36856 / AVANT / AVANT MINI DIGGER 150 (A36856)	\$3,430.00	\$3,430.00
1	DISC-N / EQUIPMENT SALES DISCOUNT - NEW	(\$411.60)	(\$411.60)
1	FRT / FREIGHT	\$170.00	\$170.00
Equipment Specification			
NEW AVANT 150 MINI DIGGER			
12% DISCOUNT OFF STANDARD MSRP FOR SOURCEWELL MEMBERS			
Pricing Detail			
Selling Price			\$3,188.40
Trade-In Amount			\$ 0.00
Net Selling Price			\$3,188.40
Tax			8.60 %
Tax Amount			\$274.20
Final Selling Price			\$3,462.60



Action Report

File #: 25-165

AGENDA TITLE:

Discussion and Possible Action to Approve the Purchase of Vehicles Budgeted in Fiscal Year 2025/2026

RECOMMENDATION:

Authorize the purchase of six vehicles budgeted in Fiscal Year 2026 in an amount not to exceed \$300,000.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY



STAFF REPORT

TO: Mayor Stanton and Town Council Members

FROM: Andrew B. Ching, Town Manager
Isaac Chavira, Public Works Director
Robert Deserano, Public Works Superintendent

DATE: June 12, 2025

DEPARTMENT: Public Works
Robert Deserano 480-348-3589

AGENDA TITLE:

Approve the Purchase of Town Vehicles Budgeted in Fiscal Year 2025/2026.

RECOMMENDATION:

Approve the purchase of a total of six (6) vehicles:

- Contract No. CTR059322 to purchase one (1) Community Development Ford Escape.
- Contract No. CTR059322 to purchase one (1) Public Works Ford F250.
- Contract No. CTR059322 to purchase four (4) Ford Police Explorers.

The six (6) vehicles will be purchased after July 1, 2025, not to exceed **\$300,000.00**.

SUMMARY STATEMENT:

The Town's Fleet Department is recommending the purchase of five (5) vehicles. Five (5) vehicles have been identified for replacement due to age, mileage, mechanical instability.

1. Purchase One (1) 2025 Ford Escape for the Community Development Department

Replace: 2008 Ford Escape– unit #8547 is being used primarily used by the Fire Marshall in Community Development.

- Purchased 10/22/2007.
- The cost of operating is \$.08 per mile.
- The vehicle has an odometer reading of 79,267 miles.
- The vehicle is 17 years old.

2. Purchase: One (1) 2025 Ford F250

Replace: 2011 Chevrolet C2500 – unit #7596 used by the Public Works Streets

- Purchased 06/29/2011.



STAFF REPORT

- The cost of operating is \$.23 per mile
- The vehicle has an odometer reading of 91874
- The vehicle is 14 years old.

2. Purchase: Four (4) 2025 Ford Explorers for the Police Department

Replace: 2018 Chevrolet Tahoe – unit #56 is used by the Police Department for patrol.

- Purchased 03/29/2018.
- The cost of operating is \$.16 per mile.
- The vehicle has an odometer reading of 111,480 miles.
- The vehicle is 7 years old.

Replace: 2018 Chevrolet Tahoe– unit #58 is used by the Police Department for patrol.

- Purchased 03/29/2018.
- The cost of operating is \$.12 per mile.
- The vehicle has an odometer reading of 111,735 miles.
- The vehicle is 7 years old.

Replace: 2018 Chevrolet Tahoe – unit #59 is used by the Police Department for patrol.

- Purchased 03/29/2018.
- The cost of operating is \$.28 per mile.
- The vehicle has an odometer reading of 107,790 miles.
- The vehicle is 7 years old.

Replace: 2020 Chevrolet Tahoe – unit #63, and unit # is used by the Police Department for patrol.

- Purchased 09/30/2019.
- The cost of operating is \$.08 per mile.
- The vehicle has an odometer reading of 88,758 miles.
- The vehicle is 7 years old.
- (Currently needs engine, which drives cost to \$.22 per mile)

The purchase of these vehicles is budgeted in the FY 25-26 budget. If approved, staff will begin the purchase process immediately at the beginning of the fiscal year as the delivery time of the vehicles could take six months or more. ***This request is for the procurement of vehicles only. This request does not include any vehicle equipment upfitting, which will be procured separately.***

TOWN
Of
PARADISE VALLEY



STAFF REPORT

Expenditure Quotations

<u>Vehicle</u>	<u>Primary Use</u>	<u>Vehicle Cost</u>
Four (4) 2025 Ford Explorer Interceptor's	Patrol	\$211,320.92
One (1) 2025 Ford Escape	Community Development	\$29,226.68
One (1) 2025 Ford F250	Public Works Streets	\$52,248.65
	Total	\$292,795.65

The Town will take advantage of prices quoted to the State through a competitive bid process and purchase the patrol vehicles by using the Arizona State Vehicle Contracts.

BUDGETARY IMPACT:

The amount to complete this project is \$292,795,65. The amount requested in the FY25-26 budget was **\$300,000.00**.

ATTACHMENT(S):

- A. Staff Report
- B. Vehicle Quotes



PFVT MOTORS, LLC.
 CHAD RICCIO
 Government Account Team
 Direct: 480-405-2929

Quote

Date	12/6/2024
Valid Until	1/30/2025
Contract	
PO	
Lead Time	

Customer:
TOWN OF PARADISE VALLEY CHRIS

Invoice Address:
SAME

Delivery Address:
SAME

Description - Vehicle Preview Details	Line Total		
2025 W2A F250 4X2 CREW CAB OXFORD WHITE 6.8L GAS	\$48,329.00		
<table border="0"> <tr> <td style="vertical-align: top;"> F250 4X2 CREW CAB PICKUP/160 160 INCH WHEELBASE TOTAL BASE VEHICLE OXFORD WHITE CLOTH 40/20/40 SEAT MEDIUM DARK SLATE PREFERRED EQUIPMENT PKG.600A .XL TRIM .AIR CONDITIONING -- CFC FREE .AM/FM STEREO MP3/CLK .6.8L DEVCT NA PFI V8 ENGINE 10-SPEED AUTO TORQSHIFT-G .LT245/75R17E BSW ALL-SEASON 3.73 RATIO NON LTD SLIP AXLE JOB #1 ORDER FORD FLEET SPECIAL ADJUSTMENT </td> <td style="vertical-align: top;"> PLATFORM RUNNING BOARDS 10000# GVWR PACKAGE 50 STATE EMISSIONS SPARE TIRE AND WHEEL JACK UPFITTER SWITCHES 190AMP(GAS)/250AMP(6.7L) ALTR EXTERIOR BACKUP ALARM SPECIAL DEALER ACCOUNT ADJUSTM SPECIAL FLEET ACCOUNT CREDIT FUEL CHARGE NET INVOICE FLEET OPTION (B4A) PRICED DORA ADVERTISING ASSESSMENT DESTINATION & DELIVERY </td> </tr> </table>	F250 4X2 CREW CAB PICKUP/160 160 INCH WHEELBASE TOTAL BASE VEHICLE OXFORD WHITE CLOTH 40/20/40 SEAT MEDIUM DARK SLATE PREFERRED EQUIPMENT PKG.600A .XL TRIM .AIR CONDITIONING -- CFC FREE .AM/FM STEREO MP3/CLK .6.8L DEVCT NA PFI V8 ENGINE 10-SPEED AUTO TORQSHIFT-G .LT245/75R17E BSW ALL-SEASON 3.73 RATIO NON LTD SLIP AXLE JOB #1 ORDER FORD FLEET SPECIAL ADJUSTMENT	PLATFORM RUNNING BOARDS 10000# GVWR PACKAGE 50 STATE EMISSIONS SPARE TIRE AND WHEEL JACK UPFITTER SWITCHES 190AMP(GAS)/250AMP(6.7L) ALTR EXTERIOR BACKUP ALARM SPECIAL DEALER ACCOUNT ADJUSTM SPECIAL FLEET ACCOUNT CREDIT FUEL CHARGE NET INVOICE FLEET OPTION (B4A) PRICED DORA ADVERTISING ASSESSMENT DESTINATION & DELIVERY	
F250 4X2 CREW CAB PICKUP/160 160 INCH WHEELBASE TOTAL BASE VEHICLE OXFORD WHITE CLOTH 40/20/40 SEAT MEDIUM DARK SLATE PREFERRED EQUIPMENT PKG.600A .XL TRIM .AIR CONDITIONING -- CFC FREE .AM/FM STEREO MP3/CLK .6.8L DEVCT NA PFI V8 ENGINE 10-SPEED AUTO TORQSHIFT-G .LT245/75R17E BSW ALL-SEASON 3.73 RATIO NON LTD SLIP AXLE JOB #1 ORDER FORD FLEET SPECIAL ADJUSTMENT	PLATFORM RUNNING BOARDS 10000# GVWR PACKAGE 50 STATE EMISSIONS SPARE TIRE AND WHEEL JACK UPFITTER SWITCHES 190AMP(GAS)/250AMP(6.7L) ALTR EXTERIOR BACKUP ALARM SPECIAL DEALER ACCOUNT ADJUSTM SPECIAL FLEET ACCOUNT CREDIT FUEL CHARGE NET INVOICE FLEET OPTION (B4A) PRICED DORA ADVERTISING ASSESSMENT DESTINATION & DELIVERY		
TINT / 2 KEYS	INC		
Subtotal less trade-in	\$48,329.00		

Special Notes and Instructions

Sales Tax	0.081	\$3,914.65
Tire Tax	5	\$5.00
Extended Warranty		
Flooring		\$0.00
Freight		
MSO / ODO		
Total Per Unit		\$52,248.65
Quantity of Units		1
PO Total		\$52,248.65

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO. Signature
Print Name
Date

PL450

If you have any questions concerning this quote, contact Chad Riccio

Thank you for your business!

9130 W Bell Road, Peoria AZ 85382
 480-405-2929 - chad.riccio@governmentautosales.com

9130 W Bell Rd
 Peoria AZ 85382
 CHAD RICCIO
 Government Account Team
 Direct: 480-405-2929

*Escape for
 Community Development*



QUOTE

Date	1/6/2025
Valid Until	2/6/2025
Contract	CTR059322-AZ
PO	
Lead Time	

Customer:
 CHRIS PENNY
 TOWN OF PARADISE VALLEY

Invoice Address:
 Same

Delivery Address:
 Same

Description		Line Total		
ESCAPE FWD SU A00101 2025 ACTIVE FWD EXTERIOR 106.7" WHEELBASE OXFORD WHITE 1.5L ECOBOOST W/START-STOP INTERIOR 8-SPD AUTO TRANSMISSION EBONY UNIQUE CLOTH SEATS		\$ 27,032.38		
EXTERIOR <input type="checkbox"/> ACTIVE GRILLE SHUTTERS <input type="checkbox"/> DOOR HANDLES - BODY COLOR <input type="checkbox"/> DUAL EXHAUST CHROME TIPS <input type="checkbox"/> EASY FUEL® CAPLESS FILLER <input type="checkbox"/> HEADLAMP COURTESY DELAY <input type="checkbox"/> HEADLAMPS - AUTO LED <input type="checkbox"/> PRIVACY GLASS - REAR DOORS <input type="checkbox"/> REAR INT WIPER/WASH/DFRST <input type="checkbox"/> REAR SPOILER <input type="checkbox"/> TAILLAMPS-LED <input type="checkbox"/> TIRE INFLATOR/SEALANT KIT	INTERIOR <input type="checkbox"/> DUAL VISOR VANITY MIRRORS <input type="checkbox"/> DUAL ZONE AUTO CLIMATE CTL <input type="checkbox"/> ILLUMINATED ENTRY SYSTEM <input type="checkbox"/> MAP POCKETS-PASSENGER <input type="checkbox"/> POWERPOINTS-12V, USB A & C <input type="checkbox"/> REAR SEAT CUPHOLDERS AND ARMREST <input type="checkbox"/> ROTARY GEAR SHIFT DIAL <input type="checkbox"/> STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS	FUNCTIONAL <input type="checkbox"/> BLIS W/CROSS-TRAFFIC ALERT <input type="checkbox"/> ELECTRIC PARKING BRAKE <input type="checkbox"/> FORDPASS™ CONNECT <input type="checkbox"/> INTELLIGENT ACCESS W/PUSH BUTTON START <input type="checkbox"/> REFRESH95 <input type="checkbox"/> SIRIUSXM® W/360L- NA AK&HI	SAFETY/SECURITY <input type="checkbox"/> ADVANCETRAC™ WITH RSC® <input type="checkbox"/> AIRBAG - DRIVER KNEE <input type="checkbox"/> AIRBAGS - DUAL STAGE FRONT <input type="checkbox"/> AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT <input type="checkbox"/> AIRBAGS - SAFETY CANOPY® <input type="checkbox"/> LATCH CHILD SAFETY SYSTEM <input type="checkbox"/> PERSONAL SAFETY SYSTEM™ <input type="checkbox"/> SECURILOCK® ANTI-THEFT SYS <input type="checkbox"/> SOS POST-CRASH ALERT SYS™ <input type="checkbox"/> TIRE PRESSURE MONIT SYS WARRANTY <input type="checkbox"/> 3YR/36,000 BUMPER / BUMPER <input type="checkbox"/> 5YR/60,000 POWERTRAIN <input type="checkbox"/> 5YR/60,000 ROADSIDE ASSIST	
EQUIPMENT GROUP 200A OPTIONAL EQUIPMENT/OTHER 225/65R17 102H A/S BSW TIRES MINI SPARE WHEEL/TIRE 345.00 17" SHDW SLVR-PNTD ALUM WHEELS				
		TINT INC		
		2 KEYS INC		

Special Notes and Instructions

Subtotal	\$ 27,032.08
MSO / ODO	
Trade In	
Extended Warranty	\$ -
Freight	\$ -
Flooring	
Sales Tax 0.081	\$ 2,189.60
Tire Tax 5	\$ 5.00
Total Per Unit less Trade-In	\$ 29,226.68
Quantity of Units	1
Sale Total	29,226.68

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO. _____
 Signature

 Print Name

 Date

If you have any questions concerning this quote, contact Cliff Kujala

Thank you for your business!

9130 W Bell Road, Peoria AZ 85382
 623-239-0340 - chad.riccio@governmentautosales.com



PD units

Quote

PFVT MOTORS, LLC.
 CHAD RICCIO
 Government Account Team
 Direct: 480-405-2929

Date	12/6/2024
Valid Until	1/30/2025
Contract	
PO	
Lead Time	

Customer:
 TOWN OF PARADISE VALLEY
 CHRIS

Invoice Address:
 SAME

Delivery Address:
 SAME

Description - Vehicle Preview Details		Line Total
2025 FORD EXPLORER A POLICE AWD K8A		\$48,867.00
K8A0 POLICE INTER UTILITY AWD .119 INCH WHEELBASE TOTAL BASE VEHICLE OXFORD WHITE CLOTH BUCKETS/VINYL REAR SEATS ONYX INTERIOR EQUIPMENT GROUP 500A .FM STEREO 3.0 ECOBOOST V6 ENGINE	10-SPEED AUTO TRANSMISSION 50 STATE EMISSIONS SPOT LAMP LED DR - WHELEN REAR DR HNDL AND LOCKS INOPR SPECIAL FLEET ACCOUNT CREDIT FUEL CHARGE PRICED DORA ADVERTISING ASSESSMENT DESTINATION & DELIVERY	
	TINT / 2 KEYS	INC

Special Notes and Instructions

Subtotal less trade-in		\$ 48,867.00
Sales Tax	0.081	\$3,958.23
Tire Tax	5	\$5.00
Extended Warranty		
Flooring		\$ 000
Freight		
MSO / ODO		
Total Per Unit		\$52,830.23
Quantity of Units		4
PO Total		\$211,320.92

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO. Signature
Print Name
Date

PL450

If you have any questions concerning this quote, contact Chad Riccio

Thank you for your business!

9130 W Bell Road, Peoria AZ 85382
 480-405-2929 - chad.riccio@governmentautosales.com



Action Report

File #: 25-146

AGENDA TITLE:
Consideration of Requests for Future Agenda Items

RECOMMENDATION:
Review the current list of pending agenda topics.



TOWN COUNCIL AGENDA SCHEDULE 2025



MEETING DATE	9/11	9/25
Executive Session		
Study Session	Personnel Appeals Board Draft Rules of Procedure	Bond Financing Options
	Facilities Condition Assessment Report	Expenditure Limitation Adjustment Election Options
	Stormwater Master Plan Update	
Presentations	Committee Updates	Barbara Lacey Recognition
		Committee Updates
Consent Agenda		
Public Hearings		
Action Items	Ordinance Regarding Selection of the Vice Mayor	



TOWN COUNCIL AGENDA SCHEDULE 2025



MEETING DATE	10/9	10/23	11/13	12/11
Executive Session	Judicial Performance Review	Town Manager Six Month Check In	Town Attorney Six Month Check In	
Study Session			Committee Volunteer Reappointment Process	
Presentations	Committee Updates	Committee Updates		
Consent Agenda				
Public Hearings				
Action Items		Appointment of Municipal Court Judges		

This is a tentative calendar and subject to change

Items to be scheduled - Numbering does not reflect priority or order in which items will be scheduled

- 1 Long-Term Capital Project Funding Strategy
- 2 Short term rental ordinance look back
- 3 Homelessness Services Funding
- 4 Voluntary Water Conservation Outreach and Education