

### **Meeting Notice and Agenda**

### **Town Council**

Thursday, May 14, 2020	2:00 PM	Council Chambers

### IN-PERSON ATTENDANCE AT PUBLIC MEETINGS HAS BEEN SUSPENDED UNTIL FURTHER NOTICE. WATCH LIVE STREAMED MEETINGS AT: https://paradisevalleyaz.legistar.com/Calendar.aspx

### 1. CALL TO ORDER / ROLL CALL

THIS MEETING WILL BE HELD BY REMOTE PARTICIPATION ONLY

#### PUBLIC PARTICIPATION IN THE MEETING

Members of the public are encouraged to participate in the meeting via the following options:

- 1. View the live stream at https://paradisevalleyaz.legistar.com/Calendar.aspx
  - (a) Click on Calendar Tab
- (b) Look for Town Council meeting (you may have to select it from the dropdown list)
- and find the meeting date
  - (c) Click the "In Progress" link in the column titled Video
- 2. Zoom Conference
  - (a) Computer: https://zoom.us/j/6678902153
  - (b) Telephone: 1 669 900 6833 Meeting ID 667 890 2153
- 3. Submitting questions and comments:

(a) Visit https://paradisevalleyaz.legistar.com/Calendar.aspx, search for the meeting date, and click "eComment". Locate the agenda item you are interested in and click "Comment" (Please submit comments at least 1 hr prior to meeting)

(b) Email dmiller@paradisevalleyaz.gov (Please submit comments at least 1 hr prior to meeting)

4. Speaking during Call to the Public / Public Hearings

(a) Visit https://paradisevalleyaz.legistar.com/Calendar.aspx, search for the meeting date, and click "eComment". Locate the agenda item and click "Register to Speak". Join the meeting by dialing 1 669 900 6833 Meeting ID 667 890 2153

(b) If attending by Zoom Video Conference, click the chat button and enter your name and the agenda item you would like to address

(These meeting participation guidelines are pursuant to Town Council Resolution 2020-08 adopted March 17, 2020.)

Notice is hereby given pursuant to A.R.S. §38-431.02. that members of the Town Council will attend by audio/video conference call.

### 2. EXECUTIVE SESSION

**20-195** Discussion or consultation with the Town Attorney for legal advice regarding Article XI, Section 1102.2.B as authorized by A.R.S. §38 431.03(A)(3.)

<u>20-193</u>	Discussion or consultation with the Town Attorney to consider the
	Town's position regarding contract negotiations with Experience
	Scottsdale as authorized by A.R.S. §38 431.03(A)(4) and legal advice
	as authorized by A.R.S. §38 431.03(A)(3).

- 20-214 Discussion or consultation with the Town representatives concerning negotiations for the purchase, sale, or lease of real property in the vicinity of the 6500 block of East Bar Z Lane as authorized by A.R.S. §38 431.03(A)(7) and/or discussion and consultation with the Town Attorney for legal regarding zoning law advice as authorized by A.R.S. §38 431.03(A)(3.)
- 20-194The Town Council may go into executive session at one or more<br/>times during the meeting as needed to confer with the Town<br/>Attorney for legal advice regarding any of the items listed on the<br/>agenda as authorized by A.R.S. §38-431.03(A)(3).

### 3. STUDY SESSION ITEMS - APPROXIMATE START TIME 3:00 pm

The Study Session is open to the public however the following items are scheduled for discussion only. 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.

<u>20-199</u>	Discussion of Building Pad Height 60 Minutes
<u>Staff Contact:</u>	Paul Mood, Town Engineer, 480-348-3573
<u>20-201</u>	Discussion of Native Plant Preservation Requirements 20 Minutes
<u>Staff Contact:</u>	Jeremy Knapp, Community Development Director, 480-348-3522
<u>20-190</u>	Discussion of Planning Process Applicant Interaction & Public Outreach 30 Minutes
Staff Contact:	Paul Michaud, Planning Manager, 480-348-3574
<u>20-187</u>	Discussion on Release of Drainage Easement at 3310 E. Stella Lane 15 Minutes
<u>Staff Contact:</u>	George Burton, 480-348-3525
<u>20-204</u>	Update from and Discussion with Experience Scottsdale Regarding its Strategic Recovery Plan 30 Minutes
<u>Staff Contact:</u>	Jill Keimach, 480-348-3533

<u>20-206</u>	Discussion of Resolution Authorizing Temporary Rescission and Amendments to Certain Zoning Ordinance Provisions During the Effective Dates for Social Distancing in Response to the Covid-19 Pandemic 15 Minutes
<u>Staff Contact:</u>	Jill Keimach, 480-348-3533 Andrew Miller, 480-348-3526

### 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. 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.

#### 20-196 Minutes of Town Council Meeting April 23, 2020

#### 20-203 Approval of Board of Adjustment Chair

<u>Recommendation:</u> Approve Quinn Williams to serve a one-year term as Chair of the Board of Adjustment.

Staff Contact: Duncan Miller, 480-348-3610

### **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.

<u>20-192</u>	Award of Construction Contract for Lincoln Drive and Invergordon	
	Road Intersection Realignment Improvements	
<u>Recommendation:</u>	Authorize the Town Manager to execute the construction contract with B&F Contracting, Inc. in the amount not to exceed \$188,658.91 and waive the 14-day contract execution wait period.	
<u>Staff Contact:</u>	Paul Mood, Town Engineer, 480-348-3573	
<u>20-200</u>	Adoption of Resolution Number 2020-14 Expressing Appreciation for the Response to the Covid-19 Pandemic	
Recommendation:	Adopt Resolution Number 2020-14.	
Staff Contact:	Sarah Meland, 480-348-3544	
<u>20-207</u>	Adoption of Resolution 2020-15: Authorizing Temporary Rescission and Amendments to Certain Zoning Ordinance Provisions During the Effective Dates for Social Distancing in Response to the Covid-19 Pandemic and Related Town Practices to Stop the Spread of Covid-19	
Recommendation:	Adopt Resolution 2020-15	
<u>Staff Contact:</u>	Jill Keimach, 480-348-3533 Andrew Miller, 480-348-3526	

### **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 three 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.

#### 20-198 Consideration of Requests for Future Agenda Items

Recommendation: Review the current list of pending agenda topics.

Staff Contact: Jill B. Keimach, 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. STUDY SESSION CONTINUED**

<u>20-202</u>	Information, discussion and direction on the Town's Recommended
	Budget for Fiscal Year 2020/21 (Beginning July 1, 2020 and Ending
	June 30, 2021) and Capital Improvement Plan for Fiscal Years
	2019/20 through 2024/25
<u>Recommendation:</u>	To receive information and provide direction to staff for incorporation into the Final Budget
Staff Contact:	Douglas Allen

### 16. 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.



### File #: 20-195

Discussion or consultation with the Town Attorney for legal advice regarding Article XI, Section 1102.2.B as authorized by A.R.S. §38 431.03(A)(3.)

File #: 20-193

Discussion or consultation with the Town Attorney to consider the Town's position regarding contract negotiations with Experience Scottsdale as authorized by A.R.S. §38 431.03(A)(4) and legal advice as authorized by A.R.S. §38 431.03(A)(3).

File #: 20-214

Discussion or consultation with the Town representatives concerning negotiations for the purchase, sale, or lease of real property in the vicinity of the 6500 block of East Bar Z Lane as authorized by A.R.S. §38 431.03(A)(7) and/or discussion and consultation with the Town Attorney for legal regarding zoning law advice as authorized by A.R.S. §38 431.03(A)(3.)



File #: 20-194

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).



### File #: 20-199

### TO: Mayor Bien-Willner and Town Council Members

- FROM: Jill Keimach, Town Manager Jeremy Knapp, Community Development Director Paul Mood, Town Engineer
- DATE: May 14, 2020

**DEPARTMENT:** Engineering

### AGENDA TITLE: Discussion of Building Pad Height

### SUMMARY STATEMENT: Background

At the January 23, 2020 Town Council Work Study staff presented material in regards to building pad heights which is one of the more frequent development related questions associated with new construction. When vacant lots are developed, or existing properties redeveloped building pad heights and overall allowable structure heights are often questioned.

Town Code Section 5-10-5, B,2, a states that "The building pad shall not exceed two (2) feet in height except where required to protect the building against flooding, in which case the pad shall be one (1) foot above the water surface elevation of the 100-year event".

This section of the Town Code does not state where the height of the building pad shall be measured from and is open to interpretation. Historically, staff has interpreted the height of the building pad to be taken from the "natural grade" of the lot. This can create a situation where the building pad is not level. In order to get a level building pad, developers may add non-earthen material such as slurry, a thickened concrete pad or use stem walls and a framed floor to create a level building area. In the event that these construction methods are used to create a level building surface it does not change the elevation of the "lowest natural grade" from which the overall height of the structure is measured from.

As a follow up to the January, 23, 2020 Town Council Work Study the attached presentation provides information on surrounding municipal codes related to building pads and residential structure heights, visual impacts to properties and potential code amendments to require residential properties more closely follow the contour of the lot for non-hillside properties. An example of additional fill being

### File #: 20-199

added to a landscaped area is also included as the Town Code currently does not limit the amount of fill in landscaped areas.

Staff worked with a local architect and civil engineer that have completed numerous residential projects in Paradise Valley and surrounding municipalities to research fill material and building height requirements. No other municipalities were found to have limitations on the amount of fill that can be added under a building pad. Paradise Valley was found to have the most restrictive height requirements while Phoenix, Glendale and Scottsdale were the least restrictive. Home Owners Associations may impose their own restrictions.

### **BUDGETARY IMPACT:**

No anticipated impact at this time.

### ATTACHMENT(S):

Attachment A - PowerPoint Presentation

# **TOWN OF PARADISE VALLEY** BUILDING PAD HEIGHT

May 14, 2020



## AGENDA

### <u>Agenda</u>

- 1. Town Code Fill Under Pad Overview
- 2. Staff Interpretation
- 3. Municipal Cut & Fill Regulations
- 4. Visual Impacts
- 5. Potential Code Amendments & Examples
- 6. Landscaping Fill





## **TOWN CODE OVERVIEW**

One of the most frequently asked questions associated with new residential construction is in regards to how the building pad heights are determined and what affects it has in the overall allowable height of a structure.

Town Code Section 5: Building & Construction

Town Code Section 5-10-5: Grading & Dust Control Regulations

Town Code Section 5-10-5, B: Grading Permits Required For Land Disturbance

- "Filling" means dumping or depositing earthen material resulting in raising of the grade at that location.
- *"Earthen Material" means any rock, natural soil or any combination thereof.*



## **TOWN CODE OVERVIEW**

Town Code Section 5-10-5, B,2, a: Grading Plans prepared by a Civil Engineer

- The grading plan shall contain the preparing engineers certification of the 100 year water surface elevation and finished floor elevation.
- The building pad shall not exceed two (2) feet in height except where required to protect the building against flooding, in which case the pad shall be one (1) foot above the water surface elevation of the 100 year event



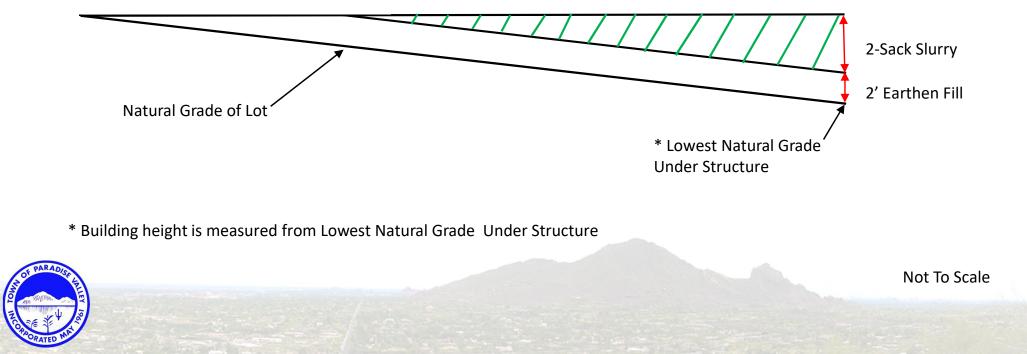
## **STAFF INTERPRETATION**

The building pad shall not exceed two (2) feet in height except where required to protect the building against flooding...

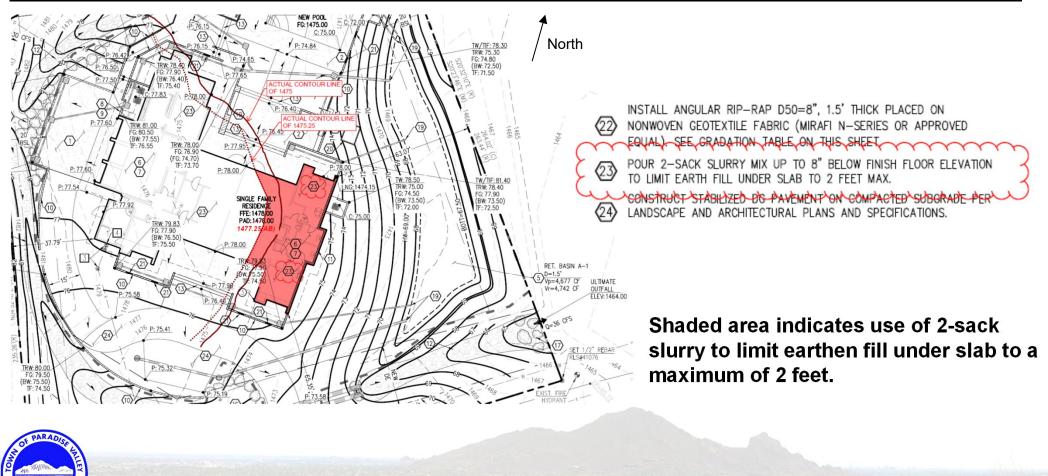
- Engineering staff interprets this section of the Town Code to mean that no more than 2 feet of earthen material may be placed following the natural contour of a property to raise up the building pad unless it is needed to protect the home from flooding.
- Developers and/or property owners desiring a single level home may achieve a level building pad by:
  - a. Addition of non-earthen material such as thickening the slab with 2-sack slurry
  - b. Use stem walls and framed floor with crawl space
  - c. Thickened concrete slab
- Building height measurement is taken from same location (lowest natural grade)



## **EXAMPLE (BUILDING PAD)**



### **EXAMPLE (1 ACRE LOT)**



## **MUNICIPAL FILL & HEIGHT REQUIREMENTS**

### Fill Limits

No other municipalities were found to have restrictions as to how much fill may be added to raise the pad elevation above natural grade.

### **Building Height Limits (excludes any HOA restrictions)**

- Paradise Valley 24' from lowest natural grade and open space criteria
- Prescott 24' from rolling plane from natural grade (% of roof area may be raised up to 28')
- Cave Creek 25' adjacent natural grade
- Phoenix 30' from adjacent natural grade
- Glendale 30' from rolling plane from natural grade
  - Scottsdale 30' from rolling plane from natural grade



## **VISUAL IMPACT**



## **VISUAL IMPACTS**



## **VISUAL IMPACTS**



## **VISUAL IMPACTS**



## FILL & HEIGHT REQUIREMENTS

Potential Town Code amendments to require non-hillside residential structures to follow the contour of the land.

- Remove maximum 2' fill limitation
- Add maximum finished floor height to 3' above natural grade
- Continue to measure height from lowest natural grade under structure
- Continue to require open space criteria
- Require building pad height certification and possibly rough grading inspection as part of pre-slab inspection



## **EXAMPLE #1**

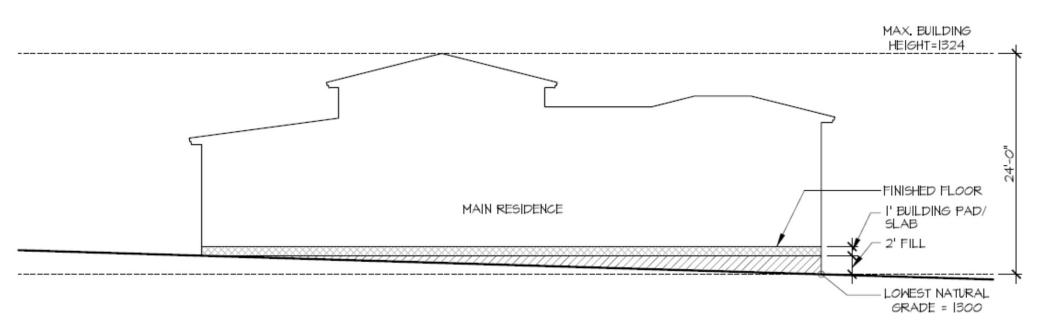
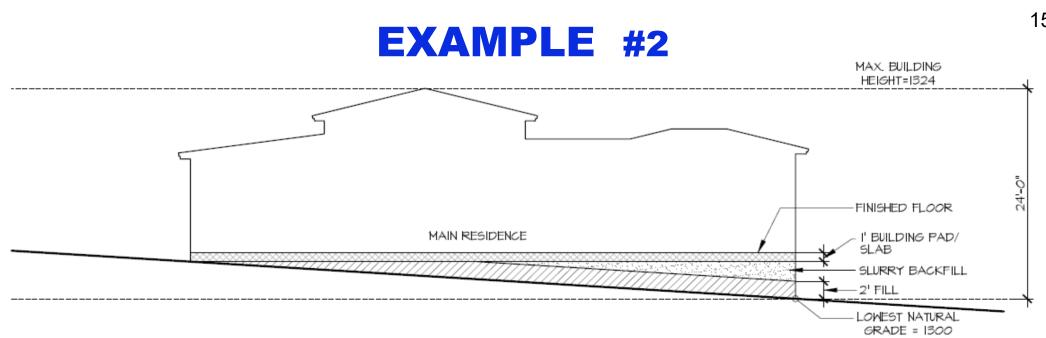
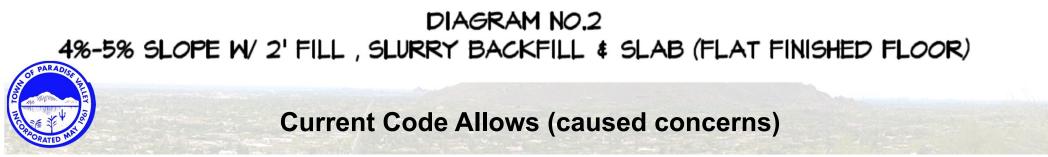


DIAGRAM NO.I 3% SLOPE W/ 2' FILL & I' BUILDING PAD/SLAB (FLAT FINISHED FLOOR)

**Current Code (typical)** 

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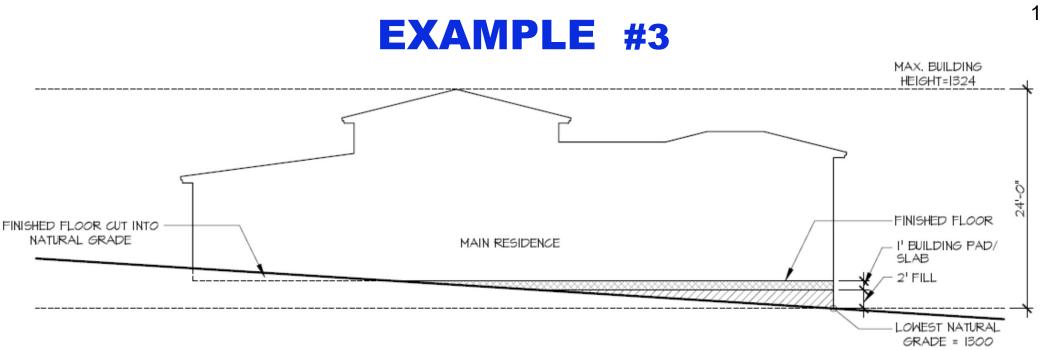


DIAGRAM NO.3 4%-5% SLOPE W/ 2' FILL & I' BUILDING PAD/SLAB (FLAT FINISHED FLOOR, WILL REQUIRE NOTCHED OUT)

**Current Code Allows** 

### **EXAMPLE** #4

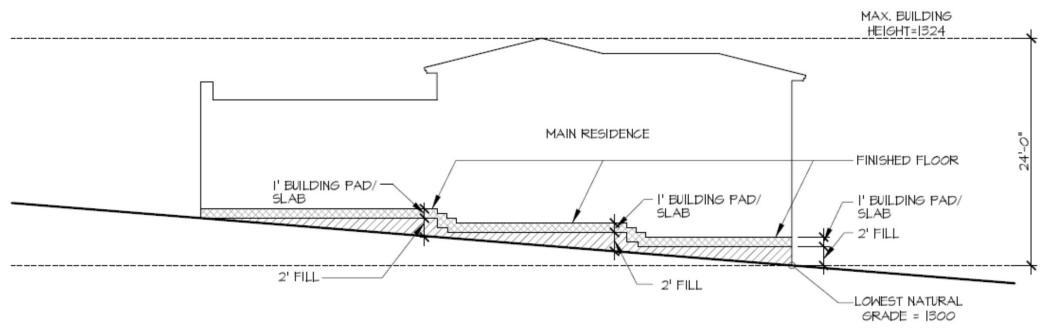


DIAGRAM NO.4 7%-8% SLOPE W/ 2' FILL & I' BUILDING PAD/SLAB (STEPPED FINISHED FLOOR)



Possible Code Amendment (3' max finished floor from natural grade)

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## FILL & HEIGHT REQUIREMENTS

### Concerns with Town Code amendments to limit finished floor heights:

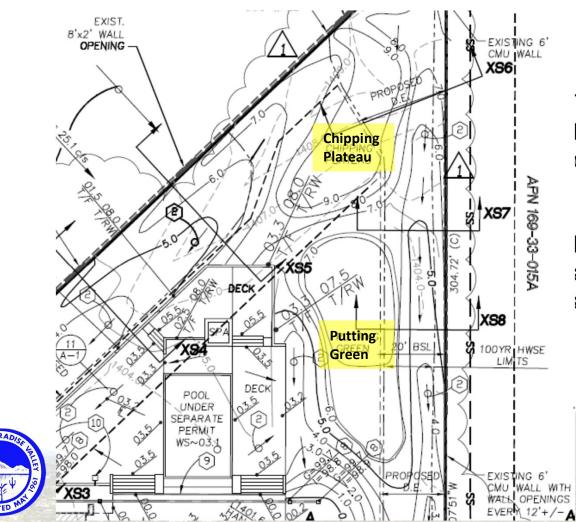
- Added costs for drainage systems around "notched" or "stepped" finished floors
- Single level floor plans are more desirable
- Development community input would be recommended before any potential amendments to the Town Code

### Additional items that may be considered:

- Limits of fill material for patios, pools, landscaped areas, etc.
- Timing of building height certification (currently required prior to certificate of occupancy)
- Require building pad elevation certification prior to pre-slab inspection
- Require finished floor elevation certification prior to framing inspection



### LANDSCAPING FILL



Town Code does not limit the amount of fill for landscaped areas so long as drainage is not affected.

Example grading & drainage plan shows approx. 3' of fill for chipping plateau and approx. 5' of fill for the putting green.

# **QUESTIONS?**



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### File #: 20-201

TO: Mayor Bien-Willner and Town Council Members

- FROM: Jill Keimach, Town Manager Jeremy Knapp, Community Development Director
- DATE: May 14, 2020

DEPARTMENT: Community Development

### AGENDA TITLE: Discussion of Native Plant Preservation Requirements (20 Minutes)

### SUMMARY STATEMENT:

In January of 2020 the Town Council discussed in a Work Study Session the Town's regulations regarding Native Plant Preservation. In 2006 the Town adopted Ordinance 577 introducing a new Town Code Section 5-8-4 Native Plan Preservation.

This code section outlines the requirements for preservation of Native Plants when constructing a new home or completing a remodel or addition more than \$500,000. This section is applicable to single-family residential development during the construction process. The protected plans include certain trees and cacti and require an inventory be submitted with the permit application. Failure to comply with the requirements include penalties up to a Class 1 Misdemeanor and fine up to \$2,500.

Although this discussion is focused on the flat land single-family development requirements, it is worth noting that separate regulations are in place on Hillside lots which further Native Plant Preservation by minimizing disturbance on the lot and requiring areas that are disturbed to be restored. Furthermore, Native Plant Preservation requirements can be stipulated on Special Use Permit properties during the Planning Commission and Town Council consideration.

During the previous Study Session discussion staff requested to move forward with researching the following:

- 1. Clarifying need for Native Plant Preservation Plan for Grading Plan;
- 2. Requiring a pre-inspection prior to commencement of grading/building activity;
- 3. Provide a list of approved Plant Preservation contractors; and,
- 4. Expand the list of protected plants that are found in Maricopa County.

Council further requested that research be done identifying what other municipalities with similar values as the Town do in regard to Native Plant Preservation. Staff researched Native Plant

### File #: 20-201

Preservation requirements in Carefree, Cave Creek, Sedona, and Scottsdale. A short summary of each is below:

### Carefree -

Native Plant Preservation ordinance is embedded in the Zoning Ordinance. The Town of Carefree regulates landscaping on all private property within the municipality. A landscape plan is required for all grading or building permits with the exception of interior projects only. Property owners are not permitted to disturb any landscaping outside of the development envelope (buildable area) of the lot unless to prune diseased or dead tree limbs or remove packrat nests. Non-native plant species are only permitted in the building envelope of the lot. The protected plant list includes all plants found on the State's list which are common in Maricopa County.

### Cave Creek -

The Native Plant Preservation ordinance is embedded in the Zoning Ordinance. The Town of Cave Creek regulates landscaping on private property within the municipality. A landscape plan is required for all grading or building permits with the exception of interior projects only. Property owners are not permitted to disturb any landscaping outside of the maximum lot disturbance area. Cave Creek also requires a financial assurance with building permits, so the town can revegetate disturbed areas if they are destroyed by the builder/contactor. The inspection process for Cave Creek also includes an initial field walk, a preliminary inspection, an inspection of the salvage plant nursery, and a final inspection.

### Sedona -

Does not have a Native Plant Preservation Ordinance but does regulate landscaping on private property within the municipal code. Encourage the protection of trees on residential property and incentivizes the protection of existing trees by counting one existing tree equivalent to four new trees for the purposes of meeting the required number of trees on a site. There are very specific requirements for fencing and tree protection methods.

### Scottsdale -

First adopted their Native Plant Preservation Ordinance in 1981 which is in the municipal code. Most of the regulations are focused on commercial development and large-scale subdivisions and the requirements for single-family custom homes on individual lots are similar to the Town's. Single-family projects are required to submit a native plant inventory and site plan at the time of building/grading permit application. The major difference is that Scottsdale requires a pre-inspection where the Town does not.

### BUDGETARY IMPACT:

No budgetary impact anticipated.

### ATTACHMENT(S):

A - Town Code Section 5-8-4

B - PowerPoint Presentation

### BUILDING AND CONSTRUCTION

- A. An application for a building permit shall be made by the owner or lessee, or agent of either. If such application is made by a person other than the owner in fee, it shall be accompanied by a duly verified affidavit of the owner in fee that the proposed work is authorized by the owner in fee and that the person making the application is authorized to make such application as agent of the owner.
- B. An application shall contain the full names and addresses of the applicant and of the owner, and, if the owner is a corporate body, of its responsible officers.

### Section 5-8-3 <u>Revocation</u>

The Director of Building Inspection under the provisions of this Article whenever there has been any false statement or misrepresentation as to a material fact in the application or plans upon which the permit or approval was based.

	3//
Section 5-8-4	Native Plant Preservation

To insure mature protected native plants are not unnecessarily destroyed or removed the Town requires native plant preservation. Upon application for a building permit for all new construction and additions over \$500,000 in value and all demolition and grading permits an applicant must first complete a Native Plant Preservation Plan. No person shall destroy, mutilate, remove from the premises, or relocate to another place on the premises any protected native plant during construction within the Town without first submitting a Native Plant Preservation Plan according to the terms of this Article.

### A. Protected native plants

Trees which are over four (4) inches in caliper of the following species:

Acacia Constricta	White Thorn Acacia
Acacia Greggii	Catclaw Acacia
Cercidium Microphylum	Foothill Palo Verde
Cercidium Floridum	Blue Palo Verde
Olneya Tesota	Ironwood
Prosopis Species	Mesquite

Cacti which are three (3) feet or greater in height of the following species:

Carnegiea Gigantean	Saguaro
Ferocactus Species	Barrel
Fouquieria Splendens	Ocotillo
Peniocereus Greggii	Desert Night Blooming Cereus

B. Native plant permit

### BUILDING AND CONSTRUCTION

The Town Manager or designee shall prescribe and provide an application form for use by applicants as required by this Article. Additional information may also be required by the Town Manager or his designee in order to insure that the purpose of this section is fulfilled.

- 1. Native plant inventory, containing:
  - a. Aerial photograph and/or site plan showing the location of all protected native plants within the area of disturbance.
  - b. List of the number, species, size, general condition, and salvage status of all protected native plants within the area of disturbance.
- 2. Native plant relocation narrative containing information on the proposed location or relocation of all protected native plants.

### C. Penalties

Failure to comply with the requirements of the Native Plant Preservation Plan shall cause immediate suspension of all inspection activity. In addition, any violation of this section is a Class 1 Misdemeanor which, upon conviction, may be punishable by a fine not exceeding two thousand five hundred dollars (\$2,500.00), or by imprisonment for a term not to exceed six (6) months, or by both such fine and imprisonment. Each day this violation continues shall constitute a separate offense.

### Section 5-8-5 <u>Demolition</u>

### A. <u>Definitions.</u>

- 1. "Demolition" means to destroy, tear down, raze, level, or wreck, or remove any building or structure.
- 2. "Partial Demolition" means to destroy, tear down, level or raze any portion of an existing building or structure, including walls for additions, remodels, alterations or repairs, excluding but not limited to, painting, flooring, and cabinets or appliances.
- 3. "Structure Moving" means to detach a building or structure from the surface of the ground for the purpose of moving the building or structure to a different location on the same parcel or to any other parcel in the Town or outside of the Town.

### B. <u>Demolition of Buildings</u>.

It shall be unlawful for any person to commence any interior or exterior demolition or partial demolition of any building or structure, or move or relocate any building or structure within the Town without first obtaining a demolition permit from the Town. The fee for a demolition permit shall be as set forth in the Paradise Valley Fee Schedule.

# TOWN OF PARADISE VALLEY Discussion regarding Native Plant Preservation



# **TODAY'S GOAL**

Provide information to the Town Council regarding Town Code and process concerning Native Plant Preservation.



May 14, 2020

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# AGENDA

- Summarize Previous Council Study Session Discussion
- Comparison to other Communities
- Possible Process Improvements



# **JANUARY STUDY SESSION ITEMS**

- Staff Suggested the following:
  - Clarifying need for Native Plant Preservation Plan for Grading Plan
  - Requiring a pre-inspection prior to start of grading/building activity
  - Provide residents a list of contractors
  - Expand the list of protected plants found in Maricopa County
- Council asked that staff research what other municipalities best practices



May 14, 2020

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# NATIVE PLANT PRESERVATION

- Implementation <u>during demolition and construction phases</u> of new homes
  - Any new home or remodel/addition greater then \$500,000 requires a Native Plant Preservation Plan
  - Plan includes an aerial photograph and/or site plan showing all protected native plants within area of disturbance
  - Lists number, species, size, and condition of protective native plants
  - Narrative explaining relocation (if necessary)
  - Reviewed by the Building Division as part of plan review



Inspected at Building Final to ensure remain

# NATIVE PLANT PRESERVATION

- Multiple Locations in Town Code that Address Preservation
  - Town Code Section 5-8-4 Single-Family Home Construction
  - Zoning Ordinance Article 22 Hillside Development
  - SUP Review and Stipulations
- Today's discussion is focused on the regulation of native plants during the construction of single-family homes.



## **Carefree**

- Regulates landscaping on private property, transition landscaping from the structure to surrounding native landscaping
- Requires landscape plan for all building/grading permit
- Native plants cannot be touched outside of the building envelope, except to prune diseased or dying trees or remove packrat nests

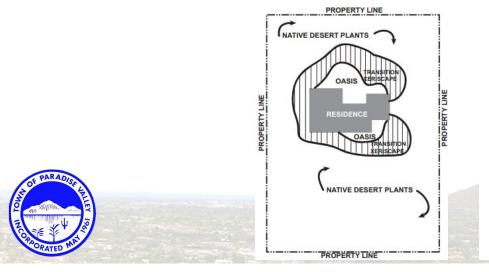


Table 9.1: Protected Plants (Trees	and Shrubs).
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Botanical Name	Common Name
Acacia constricta	Whitethorn acacia
Acacia greggii	Catclaw acacia
Canotia holocantha	Crucifixion thorn
Celtis reticulate	Hackberry
Cercidium floridum	Blue palo verde
Cercidium mycrophylum	Foothills palo verde
Chilopsis linearis	Desert willow
Olney tesota	Ironwood
Populus fremontii	Cottonwood
Prosopis species	Mesquite
Quercus species	Scrub oak
Rhus ovata	Sugar sumac
Vauguelinea californica	Arizona rosewood

May 14, 2020

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## **Cave Creek**

- Regulates landscaping on private property, transition landscaping from the structure to surrounding native landscaping
- Has maximum lot disturbances, cannot landscape outside of that area
- Requires landscape plan for all building/grading permit
- Requires a Financial Assurance with building permits so the Town can revegetate disturbed areas
- Inspections include, field walk, prelim inspection, nursery inspection, and final inspection



## <u>Sedona</u>

- Does not have a Native Plant Preservation Ordinance
- Regulates landscaping on private property, primarily trees
- No trees can be removed unless it is within the building envelope, a fire hazard, is an invasive species, dead or diseased
- Requires trees to be saved during construction activities to be fenced off
- Utilizes incentives (keeping 1 native tree is equivalent to planting 4 new ones)



## **Scottsdale**

- Adopted a Native Plant Preservation Ordinance in 1981
- Regulates landscaping on private property
- Single-family projects are required to submit a native plant inventory report and site plan at time of building permit submittal
- Requires a pre-inspection and post-inspection



# **POSSIBLE IMPROVEMENTS**

- 1. Update to current list of plants (Code Change)
- 2. Revise Section 5-10-5 "Grading and Dust Regulations" to clearly define a Native Plant Preservation Plan is required as part of a grading permit application (Code Change)
- 3. Require as part of a Storm Water Pollution Protection Plan Inspection the inspection of the native plants on site (Policy Decision Staff Implementation)
- 4. Provide, through the permitting process, a list of approved contractors (Policy Decision Staff Implementation)



# **CURRENTLY PROTECTED PLANTS**

## Currently Town Code Specifically protects trees that are over 4 inches in caliper

White Thorn Acacia	Catclaw Acacia
Foothill Palo Verde	Blue Palo Verde
Ironwood	Mesquite

And Cacti which are three feet or greater in height

SaguaroBarrelOcotilloDesert Night Blooming Cereus



# **ADDITIONAL PROTECTED PLANTS**

Staff suggests adding trees that are over 4 inches in caliper

Red Barberry	<b>Cruxifiction Thron</b>
Desert Hackberry	<b>Desert Willow</b>
Juniper	Cottonwood

And one additional cactus, Soaptree Yucca



# **TODAY'S GOAL**

Provide information to the Town Council regarding Town Code and process concerning Native Plant Preservation.





# **Additional Questions?**



May 14, 2020

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Action Report

#### File #: 20-190

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager Jeremy Knapp, Community Development Director Paul Michaud, Planning Manager

DATE: May 14, 2020

CONTACT:

AGENDA TITLE: Discussion of Planning Process Applicant Interaction & Public Outreach

#### REQUEST

During the January 2020 Council development retreat, the Council identified the planning application process interaction and public outreach as one of several priority items for evaluation. Paradise Valley, along with other communities, employ several methods to garner public input on an application that varies depending on the type of application. The Planning Commission focus was limited to mailing radius and sign posting for action meetings. However, Council discussion will be broader to include items such as, and not limited to, early notification and applicant interaction.

#### PLANNING COMMISSION RECOMMEDATION

The Planning Commission recommended forwarding to the Council the mailing notice radius and property posting as described in Attachment A, Proposed Noticing Table, at their meeting of April 7, 2020. This table categorizes applications into three groups: legislative applications approved by the public body, administrative applications approved by the public body, and administrative applications approved by the public body, and administrative applications approved by staff. The vote was 6 to 0, with Commissioner Lewis absent. In summary, this recommendation includes the following related to the Town's planning applications:

#### 1. Mailing Notification Radius

- a. Lowering the mailing radius for properties outside the Town limits to match the typical mailing radius for that community (300' Phoenix, 300' Maricopa County, 750' Scottsdale). The applicant may use the Town's mailing radius distance or the neighboring jurisdiction mailing radius for the application type for properties outside Town limits, whichever is lower. The Community Development Director may require a modified mailing radius based on the potential impact of the application request;
- b. Maintaining the typical 1,500' mailing radius for legislative applications due to the major changes from the existing condition and/or non-residential nature of most legislative applications. Also, adding a notification policy for annexation;
- c. Having a smaller mailing radius for most administrative applications approved by the

public body. Specifically, having a 1,000' mailing radius for Conditional Use Permits, Minor Special Use Permits, and Non-Administrative Land Modifications for Special Use Permit-zoned property (e.g. replats, lot splits) due to their predominant non-residential nature and having a 500' mailing radius for residential plat/land modifications; and

d. Maintaining the mailing radius for administrative applications approved by staff at adjoining property owners or no mailing notice depending on the application type.

### 2. Site Posting

- a. Specifying when an application requires a site posting that the applicant use a sign that is 6 square feet in size (2' x 3') placed at 6' tall in the front yard and along any other yard with street frontage, and not placed in the right-of-way; and
- b. Requiring a larger 16 square-foot sign (4' x 4') for Major and Intermediate Special Use Permit applications.

### 3. Notification Timing

- a. Encouraging the Town Council to examine signage earlier in the application process; and
- b. Maintaining the minimum 15-day advance mailing and/or posting of meetings where action takes place for legislative applications and certain administrative applications approved by the public body.

The Planning Commission discussed this topic at its February 18, 2020 and March 3, 2020 work sessions. Their recommendation was continued from the March 17, 2020 meeting date. Refer to Attachment B, Minutes, for more information.

#### NOTIFICATION

Noticing of the Town's planning applications come from the Arizona Revised Statutes (A.R.S.), Town Code/Zoning Ordinance, and policy direction from the Council, Town Manager, and/or Community Development Director. The Town has and still exceeds the minimum noticing requirements in the A.R.S. Refer to Attachments C, D, E, F, and G for more information

The Council will want to keep in mind that noticing provisions in the A.R.S. cannot be modified by the Council. The noticing provisions in the Town Code require Council approval at a public hearing to amend. The noticing provisions in the Town Zoning Ordinance require Planning Commission recommendation to the Council and its approval at a public hearing to amend. More stringent noticing requirements on applications covered in the A.R.S., Town Code, or Zoning Ordinance have occurred by Town policy; as well as establishing noticing provisions for other planning applications not addressed in the three above-noted documents.

The Town's notification includes both off-site and on-site notification. Off-site notification relates to notification of persons via mail, electronic means, newspaper, and physical postings on the Town Hall bulletin board. Whereas, on-site notification refers to sign posting(s) on the property related to the application request. Although there are some A.R.S., Town Code, and Town Zoning Ordinance provisions related to notification; most notification by the Town is done via policy. Notification rests with both the applicant and Town staff. The applicant does the mailing and posting, with Town staff overseeing and requiring affidavits.

#### File #: 20-190

Mailing notice is supplemented with electronic notification. For the Town this is presently AlertPV, the Town's website, and direct email. These electronic methods require that the interested person sign up or contact a staff person. Also, the Town places a notice in the Arizona Republic for several application types. Newspaper notification reaches a broader audience. The primary focus is to notice nearby property owners. The mailing notice is sent to property owners mailing address using the Maricopa County Assessor website. Mailing notice is not typically sent to renters or homeowner associations.

The recommendation for larger sign postings from the existing 11" x 14", 3' tall signs are intended to visibility aid a person passing the subject site about an application. Unless directed otherwise, hearing/public meeting signs would occur for legislative applications and a few administrative applications as have been done in the past. The 2' x 3' sign is also suggested for hillside committee applications. Hillside applications represent approximately two-thirds of the total applications needing sign postings. Most hillside applications are on local streets. However, the 2' x 3', 6' tall sign is the same size as the building permit identification sign used throughout the town limits. Benefits of a larger and taller notification sign allows more space to include information, a sturdier sign, and larger easier-to-read font sizes. Use of a larger 4' x 4', 6' tall sign, for only Intermediate and Major Special Use Permit amendments, limits more impactful signage to non-local streets as most SUP properties front along a non-local street, with only a handful of SUP properties having secondary access on a local street. Attachment I, Sample Notification Sign Details, provides preliminary sign detail for a 2' x 3' hearing/public meeting sign and an early notice sign for Council discussion. A larger 4' x 4' sign would have the same content as the 2' x 3' hearing/public meeting sign, with larger font. The intent is to provide a consistent color and look for the Town's notification signs.

### NOTIFICATION TIMING - EARLY NOTIFICATION

The Planning Commission encourages the Council to examine signage earlier in the application process. During the January 2020 Council retreat, Council suggested providing some sort of notice after the application is filed and deemed complete. The general direction is to require a sign posting, notice on the Town's website, and/or possibly a limited form of mailing/postcard or other notice after the application is filed and deemed complete. Staff looks for Council direction on early notification.

### APPLICANT - RESIDENT INTERACTION

An applicant has several ways to provide information and participate. The primary focus of the process review to date has been on notification, not specifically methods of engagement. Engagement is generally participation in a neighborhood meeting setup by the applicant, direct contact with staff to discuss the application, and/or participation in a meeting on the application at Town Hall or virtually in the current environment. The applicant can provide any reports, analysis or other material applicable to their request, with staff and the public body guiding them as to the material required or helpful to render a decision. Throughout the application process there is regular dialogue between an applicant and staff. The applicant is encouraged to reach out early and often to residents and other interested parties.

Many of the items brought up about applicant and resident interaction relate to procedural aspects of the application process during the public body review phase(s). A preliminary list of these procedural items include the following:

#### File #: 20-190

- <u>Submit complete application materials for a study/work session within a specified period</u> <u>before the meeting date</u>. The general rule followed today is for any meeting that staff needs at least 10 working days prior to the packet going out to review all applicant submitted material since the packet goes out at least 4 working days before the meeting. Overall, this approach generally works.
- Provide written guidance via policies in the public body rules and procedures on acceptable ways to address unanticipated new material and comments. Earlier notification to residents will mitigate some of the revised material, plan changes, and public comments before a meeting that drive stipulation changes; but will not eliminate this normal dynamic part of the application process. Many applications have specific timing requirements by code, advertised meeting dates that cannot be changed once notice is sent, or other reasons action needs to occur despite having to work through new information. Oftentimes, a continuance occurs to respond to new information that cannot be addressed.
- <u>Allow for applicant input during the Statement of Direction (SOD) process</u>. Unlike a study/work session, a SOD includes an action component. Preliminary direction is to integrate the following steps with the staff presentation of (1) staff technical presentation, (2) applicant vision and narrative, and (3) staff/Council question and answer.
- <u>Consider requiring the Citizen Review Session earlier in the process</u>. The Town Code/Zoning Ordinance requires rezoning, Major and Intermediate Special Use Permit amendments, and text amendments to the Zoning Ordinance include a Citizen Review Session at least 10 days before the recommendation action by the Planning Commission. Consideration for at least 28 days would allow time to address public input and discuss the Citizen Review Session at a work session before taking action.
- <u>Evaluation of technological means for notification and/or engagement</u>. The Town has over time employed the use of technology like live stream video of meetings and use of electronic devices for packet distribution. Council may wish to discuss any short-term and long-term uses of technological means for notification and/or engagement.

### NEXT STEPS

As needed, this item can be discussed at future study session(s), with direction given to staff on modifications to Town policy and/or code changes to bring forward.

#### ATTACHMENTS:

- A. Proposed Noticing Table
- B. Minutes
- C. Arizona Revised Statute Noticing
- D. Town Code/Zoning Ordinance Noticing
- E. Town Staff Noticing Document (Current)
- F. Town Staff Noticing Documents (Prior)
- G. Existing Notification Background
- H. Other Community Noticing
- I. Sample Notification Sign Details
- J. Presentation

2020 Noticing -PC Recommendat	tion 04-07-20	Posting of Property				
Public Body	Reviewing/Approval Body	(Minimum Deadlines) 1	Mailing Notification 2	Citizen Review Session	Newspaper	Notes
1 Unless otherwise directed by the Community Development Director, when an application requires a site posting that the applicant use a sign that is 6 square feet in size (2' x 3') at 6' tall in front yard and along any other yard with street frontage, not placed in the right-of-way. A larger 16 square-foot sign (4' x 4') is required for Major and Intermediate Special Use Permit applications. Town staff will prepare sign spec sheets applicant can bring to a sign vendor. 2 Recommend mailing notification radius may be lowered for properties outside the Town limits to match typical mailing radius for that community (300' Phoenix, 300'						
Maricopa County, 750' Scottsdale). properties outside Town limits, wh	The applicant may use the	Town's mailing radius dista	nce or the neighboring jurisc	liction mailing radius for the	application type for	
application request. 3 Encourage early notification						
Appeal – Zoning Ordinance, Admin Decision	Board of Adjustment	Yes, 15 days prior to hearing (A.R.S)	Yes, 1,500' radius, 15 days prior to the hearing (Town policy)	No	Yes, 15 days prior to hearing (A.R.S)	Suggest no changes, except the lower radius on properties not in PV limits; Any earlier notice besides the hearing can be discussed with Council
General Plan, Major Amendment	Planning Commission Town Council	Yes, 15 days prior to hearing (Town policy, if applies to specific area)	Yes, 2,000' radius 15 days prior to hearing (Town policy, if applies to a specific area)	Yes, notice 10 days before session, Session 10 days before PC hearing, 1,500' radius, or as approved in the Citizen Review Plan (General direction in A.R.S. and Town Code)	Yes, 15 days and not more than 30 days prior to hearing, display ad (A.R.S and Town Code, display ad by policy)	Suggest no changes, except the lower radius on properties not in PV limits; Any earlier notice can be discussed with Council or as part of the update to the 2012 GP
General Plan, Minor Amendment	Planning Commission Town Council	Yes, 15 days prior to hearing (Town policy, if applies to specific area)	Yes, 1,500' radius 15 days prior to hearing (Town policy, if applies to a specific area)	Yes, notice 10 days before session, Session 10 days before PC hearing, 1,500' radius (Town policy)	Yes, 15 days prior to hearing (Town policy)	Suggest no changes, except the lower radius on properties not in PV limits; Any earlier notice can be discussed with Council or as part of the update to the 2012 GP
General Plan, Text Amendment	Planning Commission Town Council	Yes, 15 days prior to hearing (Town policy, if applies to specific area)	Yes, 1,500' radius 15 days prior to hearing (Town policy, if applies to a specific area)	Yes, notice 10 days before session, Session 10 days before PC hearing, 1,500' radius (Town policy)	Yes, 15 days prior to hearing, display ad (Town policy)	Suggest no changes, except the lower radius on properties not in PV limits; Any earlier notice can be discussed with Council or as part of the update to the 2012 GP
Zoning Ord, Text Amendment	Planning Commission Town Council	Yes, 15 days prior to hearing (Town Code requires 7 days if applies to a specific area)	Yes, 1,500' radius 15 days prior to hearing (Town policy, if applies to a specific area)	Yes, notice 10 days before session (PCWS) via newspaper ad, Town hall, Town website (Town Code)	Yes, 15 days prior to hearing, display ad (A.R.S.)	Suggest no changes, except the lower mailing radius on properties not in PV limits, unless directed otherwise by Council
Hillside, Remove Designation	Hillside Committee Town Council	Yes, 7 days prior to hearing (Town policy)	Yes, 1,500' radius 15 days prior to hearing (Town policy)	No	No	Suggest no change to the 1,500' mailing radius, except the lower radius on properties not in PV limits; Any earlier notice can be discussed with Council
Rezoning	Planning Commission Town Council	Yes, 15 days prior to hearing (A.R.S)	Yes, 1,500' radius 15 days prior to hearing (Town policy)	Yes, notice 10 days before session, Session 10 days before PC hearing, 1,500' radius (1,000' by Town Code)	Yes, 15 days prior to hearing, display ad (A.R.S. and Town Code)	Suggest no change to the 1,500' mailing radius, except the lower radius on properties not in PV limits; Any earlier notice can be discussed with Council; Consider a Town Code text amendment on the 7 days posting requirement to match A.R.S. 15 days
Roadway/Easement Vacation	Town Council	Yes, 15 days prior to hearing, 3 locations (Town policy)	Yes, adjoining lots 15 days prior to hearing (Town policy)	No	No	No changes suggested
Special Use Permit, Major & Intermediate	Planning Commission Town Council	Yes, 15 days prior to hearing (A.R.S using rezoning standard)	Yes, 1,500' radius 15 days prior to hearing (Town policy)	Yes, notice 10 days before session, Session 10 days before PC hearing, 1,500' radius (1,000' by Town Code)	Yes, 15 days prior to hearing, display ad (A.R.S. and Town Code)	Suggest no change to the 1,500' mailing radius, except the lower radius on properties not in PV limits; Any earlier notice can be discussed with Council; Consider a Town Code text amendment on the 7 days posting requirement to match A.R.S. 15 days
Variance	Board of Adjustment	Yes, 15 days prior to hearing (A.R.S)	Yes, 1,500' radius, 15 days prior to the hearing (Town policy)	No	Yes, 15 days prior to hearing (A.R.S)	Suggest no changes, except the lower radius on properties not in PV limits; Any earlier notice besides the hearing can be discussed with Council
Annexation	Town Council	Posting in 3 places within the annexation area at least 15 days before the public hearing within the waiting period and the hearing to adopt the annexation ordinance (A.R.S is 6 days and no posting at hearing of the annexation ordinance)	Notice to agencies of blank petition (A.R.S); Notice to property owners within annexation area of public hearing within waiting period 15 days before the hearing (A.R.S. is 6 days); Notice to property owners within 500' of the annexation area within PV limits of public hearing within waiting period 15 days before the hearing (No noticing in A.R.S. and Town Code/Zoning Ordinance); Same noticing for the public hearing to adopt the annexation ordinance (A.R.S. requires no mailing notice)	No	Yes, at least 15 days before the end of the waiting period after file blank petition (A.R.S)	No requirement in Town Code/Zoning Ordinance or by Town policy); Consider mailing notice outside annexation area and at adoption of annexation ordinance not in A.R.S.; Consider defining process in the Town Code

Application Type - Administrative Public Body	Reviewing/Approval Body	Posting of Property (Minimum Deadlines) 1	Mailing Notification 2	Citizen Review Session	Newspaper Ad	Notes
Conditional Use Permit	Planning Commission	Yes, 15 days prior to meeting (Town Policy, Town Code is 7 days)	Yes, 1,000' radius 15 days prior to hearing (Town policy)	No	Yes, 15 days prior to meeting (Town Zoning Ordinance)	Consider changing the mailing radius policy to 1,000' instead of 1,500' since some CUPs deal with height with wireless antennas, lower radius on properties not in PV limits applies - greater than the prior 500' radius; Any earlier notice can be discussed with Council
Hillside, New Structures	Hillside Committee	Yes, 7 days prior to meeting (Town Zoning Ordinance)	Yes, 1,500' radius prior to meeting (Town Zoning Ordinance)	No	No	Suggest no changes, except the lower mailing radius on properties not in PV limits
Plat, Final	Town Council (Planning Commission review under certain conditions)	No	Yes, 500' radius prior to action meeting (Town policy)	No	No	Consider changing the mailing radius policy from the current 1,500' back to the 500' radius as done previously, any lower radius on properties not in PV limits applies
Plat, Preliminary	Planning Commission (Town Council approval under certain conditions)	No	Yes, 500' radius prior to action meeting (Town policy)	No	No	Same as Final Plat
Special Use Permit, Minor	Planning Commission	Yes, 15 days prior to action meeting (Town policy)	Yes, 1,000' radius 15 days prior to hearing (Town policy)	No	No	Consider changing the mailing radius policy to 1,000' instead of 1,500' since these applications deal with non- residential applications, lower radius on properties not in PV limits applies - greater than the prior 500' radius; Any earlier notice can be discussed with Council
Subdivision Sign	Town Council	No	Yes, properties within plat 15 days prior to action meeting (Town policy)	No	No	No changes suggested
Non-Administrative Land Modifications: Lot Line Adjustment/Combo with Deviation from Town Standards Lot Split (≤ 2.5 Net Acres) Lot Split (> 2.5 Net Acres) with Deviation from Town Standards Modification to SUP Plat	Planning Commission and/or Town Council	No	Yes, 500' radius 15 days prior to action meeting for non-SUP zoned property (Town policy) and 1,000' radius 15 days prior to action meeting for SUP zoned property (Town policy)	No	No	Suggest no changes to the current 500' mailing radius policy for non-SUP lot line adjustment/combo with deviation, lot split ≤ 2.5 net acres, and lot split > 2.5 net acres with deviation, except lower radius on properties not in PV limits applies; SUP non-administrative land modifications increased to 1,000' radius to match Minor SUP and CUP
Application Type	Reviewing/Approval Body	Posting of Property (Minimum Deadlines) 1	Mailing Notification 2	Citizen Review Session	Newspaper Ad	Notes
Administrative Relief – Zoning Ordinance	Community Development Director	No	Yes, adjoining lots 15 days before decision (Town Code requires 5 days)	No	No	No changes suggested
Administrative Land Modifications: Lot Line Adjustment Lot Combo Easement Modifications Lot Split (> 2.5 Net Acres)	Community Development Director/Town Engineer	No	No	No	No	No changes suggested
Special Use Permit, Managerial	Town Manager, with Council review process	No	Yes, adjoining lots (Town policy)	No	No	No changes suggested

#### A. <u>20-116</u> Recommendation of Noticing for Application Requests

Paul Michaud, Planning Manager, provided background on the item. He reviewed the new mailing radius recommendations for legislative applications, administrative applications, and the reasons behind each of those recommendations. He asked what size mailing radius the Commission would recommend for non-administrative Special Use Permit (SUP) land modifications.

Commissioner Campbell expressed he preferred lowering it to a 1,000-foot radius.

Commissioner Georgelos indicated that she would like to error on the higher end of things and keep the mailing radius at a 1,500-foot radius.

Chairman Wainwright and Commissioner Covington stated they were in support of a 1,000-foot radius. Commissioner Wastchak and Commissioner Anton both indicated they agreed.

Mr. Michaud continued his presentation on mailing radiuses for administrative applications. He reviewed suggestions for sign posting date recommendations and the reasons behind those recommendations. Mr. Michaud provided information concerning sign posting size recommendations and provided some examples of what those would look like. He briefly reviewed possible sign posting content.

Commissioner Wastchak asked if the Commission could discuss the posting of signs further. He expressed having concerns with how long signs are left out. He suggested that having some signs out longer could be beneficial.

Mr. Michaud responded that if the Commission wanted to encourage earlier notification that would be good to state, and that early notification could be discussed further at the Council level.

Mr. Knapp noted that staff was in support of earlier notification and suggested the Commission to include support of earlier notification in their motion.

Commissioner Wastchak stated he would like to include earlier notification, specifically an earlier notification on the property, in their recommendation to Council.

Commissioner Campbell, Chairman Wainwright, Commissioner Georgelos, Commissioner Anton and Commissioner Covington voiced their support for Commissioner Wastchak's recommendation.

Commissioner Campbell motioned to forward the noticing recommendations included in their packets with the adjustment to the SUP non-administrative category to a 1,000-foot radius and encourage Council to additionally require signage earlier in the process that is not limited to hearing notifications.

A motion was made by Commissioner Campbell, seconded by Commissioner

Wastchak, to recommend forwarding to the Town Council the mailing notice radius and property posting as described in Attachment A, Proposed Noticing Table. In summary, this includes the following:

1. Lowering the mailing radius for properties outside the Town limits to match the typical mailing radius for that community (300' Phoenix, 300' Maricopa County, 750' Scottsdale). The applicant may use the Town's mailing radius distance or the neighboring jurisdiction mailing radius for the application type for properties outside Town limits, whichever is lower. The Community Development Director may require a modified mailing radius based on the potential impact of the application request;

2. Maintaining the typical 1,500' mailing radius for legislative applications due to the major changes from the existing condition and/or non-residential nature of most legislative applications. Also, adding a notification policy for annexation;

3. Reducing the mailing radius for most administrative applications approved by the public body. Specifically, having a 1,000' mailing radius for Conditional Use Permits, Minor Special Use Permits, and Non-Administrative Land Modifications for Special Use Permit-zoned property (e.g. replats, lot splits) due to their predominant non-residential nature and having a 500' mailing radius for residential plat/land modifications;

4. Maintaining the mailing radius for administrative applications approved by staff at adjoining property owners or no mailing notice depending on the application type;

5. Specifying when an application requires a site posting that the applicant use a sign that is 6 square feet in size  $(2' \times 3')$  at 6' tall in front yard and along any other yard with street frontage, not placed in the right-of-way. Requiring a larger 16 square-foot sign  $(4' \times 4')$  for Major and Intermediate Special Use Permit applications; and

6. Encouraging the Town Council to examine signage earlier in the application process.

The motion carried by the following vote:

- Aye: 6 Chairman Wainwright, Commissioner Covington, Commissioner Georgelos, Commissioner Wastchak, Commissioner Campbell, and Commissioner Anton
- Absent: 1 Commissioner Lewis

#### standards.

The motion carried by the following vote:

Aye: 6 - Commissioner Wainwright, Commissioner Anton, Commissioner Campbell, Commissioner Covington, Commissioner Georgelos and Commissioner Wastchak

Absent: 1 - Commissioner Lewis

#### 6. ACTION ITEMS

A. 20-116

Recommendation of Noticing for Application Requests

Mr. Knapp pointed out that Council would be delaying this on their agenda, so they did not need to discuss it at this time unless they wanted to. He then recommended continuing the Item to a future date.

A motion was made by Commissioner Wastchak, seconded by Commissioner Georgelos, to continue the noticing for application requests item to a future date.

#### The motion carried by the following vote:

- Aye: 6 Commissioner Wainwright, Commissioner Anton, Commissioner Campbell, Commissioner Covington, Commissioner Georgelos and Commissioner Wastchak
- Absent: 1 Commissioner Lewis

#### 7. CONSENT AGENDA

A. 20-129 Approval of February 18, 2020 Planning Commission Minutes

A motion was made by Commissioner Campbell, seconded by Commissioner Wastchak, to approve the February 18, 2020 minutes. The motion carried by the following vote:

**B.** <u>20-130</u> Approval of March 3, 2020 Planning Commission Minutes

A motion was made by Commissioner Campbell, seconded by Commissioner Wastchak, to approve the March 3, 2020 minutes. The motion carried by the following vote:

- Aye: 6 Commissioner Wainwright, Commissioner Anton, Commissioner Campbell, Commissioner Covington, Commissioner Georgelos and Commissioner Wastchak
- Absent: 1 Commissioner Lewis

#### 8. STAFF REPORTS

Mr. Knapp stated that they are working to keep as many of their services open as possible while still protecting the health and safety of the staff and Town residents. He added that they are all available by e-mail and phone.

Chairman Wainwright commended them all for quickly adapting to the changes.

Planni	ng Commission	Minutes	March 3, 2020
C.	<u>20-085</u>	Discussion of a Minor Special Use Permit Amendment Mountain Shadows Resort (SUP-20-01). 5445 E. Lincoln Drive.	
		Mr. Burton presented an overview, including background information and t scope of the request.	he
		Commissioner Anton asked who would pay for everything if it was approve	ed.
		Mr. Burton stated that the applicant would be responsible. He then shared photos to better clarify the location of the proposed left-hand turn.	some
		Commissioner Lewis expressed concern with the traffic safety in the area suggested the Town repaint the lines at a minimum.	and
		Mr. Mood commented that they felt the traffic impact analysis met all requirements from a traffic engineering stand point. He added that the Tov plans to do mill and overlay on all of Lincoln Drive and make median improvements in 2021.	vn had
		Mr. Burton indicated they would like to add signs and a turn arrow striped lane to clarify that drivers cannot make a left hand turn into west bound tra out of the entrance.	
		The Applicant commented that often people miss the entry and can cause problems trying to turn around. He then pointed out how the addition of the left-hand turn would help direct people into the front entry.	
		No Reportable Action	
D.	<u>20-101</u>	Discussion of Noticing for Application Requests	
		Mr. Michaud presented suggestions for a new mailing radius that was don multi-tiered system with newly proposed radiuses of 1,500, 1,000, and 500 Staff also suggested lowering the mailing radius in neighboring jurisdiction 300 feet in Maricopa County, 300 feet in Phoenix and 750 feet in Scottsda	) feet. s to
		Commissioner Anton asked why they gave Scottsdale 750 feet and the otl jurisdictions 300 feet.	ner
		Mr. Michaud indicated the radiuses matched the respective jurisdictions requirements. He then shared further details on the legislative applications which he noted mostly remained the same.	5,
		Commissioner Anton asked what group lot splits belonged to.	
		Mr. Michaud responded it would be under the next grouping administrative applications by public body. He noted this group had the most changes. H pointed out specific changes including the reduction of plats and lot splits radius of 500 square feet and minor special use permits to a radius of 1,00 square feet.	e then to a

Planning Commission	Minutes Ma	rch 3, 2020
· · · · · · · · · · · · · · · · · · ·	Commissioner Georgelos asked if there was an appetite for accelerated noticing.	
	Mr. Knapp replied that Council was looking for a recommendation on planning radiuses from the Planning Commission which would be considered in addition to timing and signage changes.	I
	Mr. Michaud explained that for the third category administrative applications by staff there were no changes. He then briefly reviewed the changes made to all three categories. He then gave examples of how the reduction of the radius would look in the number of mailings sent out.	,
	Mr. Michaud presented the sign posting changes proposed by staff. It was note that signs would include the name and contact information of the contractor in case someone had a question or concern.	ed
	Commissioner Anton asked where the signs needed to be posted.	
	Mr. Michaud indicated that generally staff indicates where the sign should be located and may require more than one sign if it is a large property. He noted that they would see this item again on March 17, 2020 where they can give formal recommendation to Council.	
	No Reportable Action	

#### 6. PUBLIC HEARINGS

None

### 7. CONSENT AGENDA

None

#### 8. STAFF REPORTS

None

#### 9. PUBLIC BODY REPORTS

Chairman Wainwright noted that after the meeting on the March 17, 2020 they will make a toast to Commissioner Anton and celebrate his last day on the Planning Commission.

#### **10. FUTURE AGENDA ITEMS**

Mr. Knapp stated the March 17, 2020 included a public hearing on the EPCOR booster pump station, continued work study on the St. Barnabas minor amendment, and discussion on the public mailing notification

Commissioner Campbell explained that he believed the site was left open around the transformers, so they could be easily accessed and there was likely not room for additional hedges or fences.

#### No Reportable Action

B. <u>20-081</u> Discussion of Noticing for Application Requests

Mr. Michaud provided a brief overview of the item.

Mr. Knapp explained why the item was on the agenda and noted that they would eventually like a recommendation for Council.

Commissioner Wastchak asked if they follow Arizona Revised Statues and how they could modify from there.

Mr. Michaud responded that they had to at least meet minimums of state statutes but could make more stringent regulations in addition if they desired. Mr. Michaud then reviewed the current Town noticing. He then provided an overview of what was included in Arizona Revised Statues on noticing. He reiterated that current Town Code met Arizona Revised Statues.

Mr. Michaud provided information on other communities noticing policies. He noted that most have a much smaller noticing radius than Paradise Valley and they applied to fewer application types. He added that sign postings in other cities were generally larger than Paradise Valley's. Mr. Michaud then provided some direction on how to move forward.

Commissioner Lewis asked how many days prior to the meeting a sign needed to be posted.

Mr. Michaud replied that it was generally 15 days and stayed up for the duration of the decision being made and had to be removed 10 days after a decision had been made.

Commissioner Wastchak asked if the Planning Division had suggestions of how and when to reduce the planning radius on certain applications.

Mr. Knapp explained that they could give some recommendations with direction from the Commission.

Commissioner Lewis inquired who paid for the signage.

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Mr. Knapp replied that currently the Town provides the signs and moved to another type of posting the applicant would have to pa acquire themselves. He added that mailing was done by the app well.	ly for and
Commissioner Lewis asked how many properties would be inclu 1,500-foot radius in an area with single acre lots.	ded in a
Mr. Michaud shared that one1,500-foot radius included 212 parc another 1,500-foot radius resulted in 630 parcels.	els while
Commissioner Campbell commented that he liked a multi-tiered increased or decreased the noticing radius based on the comple application.	The second
Commissioner Wastchak and Chairman Wainwright indicated th with Commissioner Campbell.	ey agreed
Commissioner Georgelos recommended they also look at noticin of the Town limits.	ng outside
Commissioner Campbell stated that at a minimum they should a notice lots outside the Town if these lots are adjacent to the sub property.	
Chairman Wainwright suggested following the minimum stated s mailing notices to people outside Town boundaries.	statute for
Discussion was made on what was required by Arizona State St neighboring communities.	atue for
Mr. Knapp recommended a minimum of 300 feet mailing radius the Town boundaries. He added that this item was scheduled fo two meetings and he would like to have a recommendation from Planning Commission by the March 17, 2020 meeting.	r their next
Chairman Wainwright commented that he felt there was a conse they would like to see a reduction in mailings with a multi-tiered an increase in signage.	
Commissioner Georgelos asked if they should consider earlier n	oticing

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	Mr. Knapp responded that they have discussed tying the noticin work study session and following up with additional notices on r amendments, though several notices may not be appropriate for amendments.	najor
	Commissioner Wastchak left the meeting.	
	No Reportable Action	
5. PUBLIC HEARIN	GS	
	None	
6. ACTION ITEMS		
	None	
7. CONSENT AGE	IDA	
<b>A</b> . <u>20-068</u>	Approval of January 21, 2020 Planning Commission Minutes	
	A motion was made by Commissioner Anton, seconded by Commission Covington, to approve the January 21, 2020 Planning Commission minut motion carried by the following vote:	
Ауе	<ul> <li>6 - Commissioner Wainwright, Commissioner Anton, Commissioner Cam Commissioner Covington, Commissioner Georgelos and Commissioner</li> </ul>	•
Absen	: 1 - Commissioner Wastchak	
<b>B.</b> <u>20-082</u>	Approval of February 4, 2020 Planning Commission Minutes	
	February 4, 2020 Planning Commission Meeting notes amende 2, comment (9) to remove the word "that" and replace with "to	
	A motion was made by Commissioner Campbell, seconded by Commiss Georgelos, to approve the February 4, 2020 Planning Commission minut motion carried by the following vote:	
Aye	n na han na han na han na han na hanna na han na hanna na han han	<u></u>

### 8. STAFF REPORTS

None

### 9. PUBLIC BODY REPORTS

None

Town of Paradise Valley

### 9-462.04. Public hearing required; definition

A. If the municipality has a planning commission or a hearing officer, the planning commission or hearing officer shall hold a public hearing on any zoning ordinance. **Notice** of the time and place of the hearing including a general explanation of the matter to be considered and including a general description of the area affected shall be given at least fifteen days before the hearing in the following manner:

1. The **notice** shall be published at least once in a newspaper of general circulation published or circulated in the municipality, or if there is none, it shall be posted on the affected property in such a manner as to be legible from the public right-of-way and in at least ten public places in the municipality. A posted **notice** shall be printed so that the following are visible from a distance of one hundred feet: the word "zoning", the present zoning district classification, the proposed zoning district classification and the date and time of the hearing.

2. In proceedings involving rezoning of land that abuts other municipalities or unincorporated areas of the county or a combination of a municipality and an unincorporated area, copies of the **notice** of public hearing shall be transmitted to the planning agency of the governmental unit abutting such land. In proceedings involving rezoning of land that is located within the territory in the vicinity of a military airport or ancillary military facility as defined in section 28-8461, the municipality shall send copies of the **notice** of public hearing by first class mail to the military airport. In addition to **notice** by publication, a municipality may give **notice** of the hearing in any other manner that the municipality deems necessary or desirable.

3. In proceedings that are not initiated by the property owner involving rezoning of land that may change the zoning classification, **notice** by first class mail shall be sent to each real property owner, as shown on the last assessment of the property, of the area to be rezoned and all property owners, as shown on the last assessment of the property, within three hundred feet of the property to be rezoned.

4. In proceedings involving one or more of the following proposed changes or related series of changes in the standards governing land uses, **notice** shall be provided in the manner prescribed by paragraph 5 of this subsection:

(a) A ten percent or more increase or decrease in the number of square feet or units that may be developed.

(b) A ten percent or more increase or reduction in the allowable height of buildings.

(c) An increase or reduction in the allowable number of stories of buildings.

(d) A ten percent or more increase or decrease in setback or open space requirements.

(e) An increase or reduction in permitted uses.

5. In proceedings governed by paragraph 4 of this subsection, the municipality shall provide **notice** to real property owners pursuant to at least one of the following notification procedures:

(a) **Notice** shall be sent by first class mail to each real property owner, as shown on the last assessment, whose real property is directly governed by the changes.

(b) If the municipality issues utility bills or other mass mailings that periodically include notices or other informational or advertising materials, the municipality shall include **notice** of the changes with such utility bills or other mailings.

(c) The municipality shall publish the changes before the first hearing on such changes in a newspaper of general circulation in the municipality. The changes shall be published in a "display ad" covering not less than one-eighth of a full page.

6. If **notice** is provided pursuant to paragraph 5, subdivision (b) or (c) of this subsection, the municipality shall also send **notice** by first class mail to persons who register their names and addresses with the municipality as being interested in receiving such **notice**. The municipality may charge a fee not to exceed \$5 per year for providing this service and may adopt procedures to implement this paragraph.

7. Notwithstanding the **notice** requirements in paragraph 4 of this subsection, the failure of any person or entity to receive **notice** does not constitute grounds for any court to invalidate the actions of a municipality for which the **notice** was given.

B. If the matter to be considered applies to territory in a high noise or accident potential zone as defined in section 28-8461, the **notice** prescribed in subsection A of this section shall include a general statement that the matter applies to property located in the high noise or accident potential zone.

C. After the hearing, the planning commission or hearing officer shall render a decision in the form of a written recommendation to the governing body. The recommendation shall include the reasons for the recommendation and be transmitted to the governing body in the form and manner prescribed by the governing body.

D. If the planning commission or hearing officer has held a public hearing, the governing body may adopt the recommendations of the planning commission or hearing officer without holding a second public hearing if there is no objection, request for public hearing or other protest. The governing body shall hold a public hearing if requested by the party aggrieved or any member of the public or of the governing body, or, in any case, if a public hearing has not been held by the planning commission or hearing officer. The governing body may consider the testimony of any party aggrieved when making its decision. In municipalities with territory in the vicinity of a military airport or ancillary military facility as defined in section 28-8461, the governing body shall hold a public hearing if, after **notice** is transmitted to the military airport pursuant to subsection A of this section and before the public hearing, the military airport provides comments or analysis concerning the compatibility of the proposed rezoning with the high noise or accident potential generated by military airport or ancillary military facility operations that may have an adverse impact on public health and safety, and the governing body shall consider and analyze the comments

# Arizona Revised Statute Noticing

**February 18, 2020 Planning Commission Work Session** or analysis before making a final determination. **Notice** of the time and place of the hearing shall be given in the time and manner provided for the giving of **notice** of the hearing by the planning commission as specified in subsection A of this section. A municipality may give additional **notice** of the hearing in any other manner as the municipality deems necessary or desirable. For the purposes of this subsection, "party aggrieved" means any property owner within the notification area prescribed by subsection A, paragraph 3 of this section.

E. A municipality may enact an ordinance authorizing county zoning to continue in effect until municipal zoning is applied to land previously zoned by the county and annexed by the municipality, but not longer than six months after the annexation.

F. A municipality is not required to adopt a general plan before the adoption of a zoning ordinance.

G. If there is no planning commission or hearing officer, the governing body of the municipality shall perform the functions assigned to the planning commission or hearing officer.

H. If the owners of twenty percent or more of the property by area and number of lots, tracts and condominium units within the zoning area of the affected property file a protest in writing against a proposed amendment, the change shall not become effective except by the favorable vote of three-fourths of all members of the governing body of the municipality. If any members of the governing body are unable to vote on such a question because of a conflict of interest, then the required number of votes for passage of the question shall be three-fourths of the remaining membership of the governing body, provided that such required number of votes shall not be less than a majority of the full membership of the legally established governing body. For the purposes of this subsection, the vote shall be rounded to the nearest whole number. A protest filed pursuant to this subsection shall be signed by the property owners opposing the proposed amendment and filed in the office of the clerk of the municipality not later than 12:00 noon one business day before the date on which the governing body will vote on the proposed amendment or on an earlier time and date established by the governing body.

I. In applying an open space element or a growth element of a general plan, a parcel of land shall not be rezoned for open space, recreation, conservation or agriculture unless the owner of the land consents to the rezoning in writing.

J. Notwithstanding section 19-142, subsection B, a decision by the governing body involving rezoning of land that is not owned by the municipality and that changes the zoning classification of such land may not be enacted as an emergency measure and the change shall not be effective for at least thirty days after final approval of the change in classification by the governing body.

K. For the purposes of this section, "zoning area" means both of the following:

1. The area within one hundred fifty feet, including all rights-of-way, of the affected property subject to the proposed amendment or change.

2. The area of the proposed amendment or change.

### 9-461.06. Adoption and amendment of general plan; expiration and readoption

A. In municipalities that have territory in a high noise or accident potential zone as defined in section 28-8461, the legislature finds that in general plans and amendments to general plans land use compatibility with the continued operation of a military airport or ancillary military facility as defined in section 28-8461 is a matter of statewide concern.

B. The general plan and any amendment to such plan shall be adopted or readopted in the manner provided in this article.

C. The governing body shall:

1. Adopt written procedures to provide effective, early and continuous public participation in the development and major amendment of general plans from all geographic, ethnic and economic areas of the municipality. The procedures shall provide for:

(a) The broad dissemination of proposals and alternatives.

(b) The opportunity for written comments.

(c) Public hearings after effective **notice**.

(d) Open discussions, communications programs and information services.

(e) Consideration of public comments.

2. Consult with, advise and provide an opportunity for official comment by public officials and agencies, the county, school districts, associations of governments, public land management agencies, the military airport if the municipality has territory in the vicinity of a military airport or ancillary military facility as defined in section 28-8461, other appropriate government jurisdictions, public utility companies, civic, educational, professional and other organizations, property owners and citizens generally to secure maximum coordination of plans and to indicate properly located sites for all public purposes on the general plan.

D. At least sixty days before the general plan or an element or major amendment of a general plan is noticed pursuant to subsection E of this section, the planning agency shall transmit the proposal to the planning commission, if any, and the governing body and shall submit a copy for review and further comment to:

1. The planning agency of the county in which the municipality is located.

2. Each county or municipality that is contiguous to the corporate limits of the municipality or its area of extraterritorial jurisdiction.

3. The regional planning agency within which the municipality is located.

4. The Arizona commerce authority or any other state agency that is subsequently designated as the general planning agency for this state.

5. The department of water resources for review and comment on the water resources element, if a water resources element is required.

6. If the general plan or an element or amendment of the general plan is applicable to territory in the vicinity of a military airport or ancillary military facility as defined in section 28-8461, the military airport.

7. If the general plan or an element or major amendment of the general plan is applicable to property in the high noise or accident potential zone of a military airport or ancillary military facility as defined in section 28-8461, the attorney general. For the purposes of this paragraph, "major amendment" means a substantial alteration of the municipality's land use mixture or balance as established in the municipality's existing general plan land use element.

8. Any person or entity that requests in writing to receive a review copy of the proposal.

E. If the municipality has a planning commission, after considering any recommendations from the review required under subsection D of this section the planning commission shall hold at least one public hearing before approving a general plan or any amendment to such plan. When the general plan or any major amendment is being adopted, planning commissions in municipalities having populations over twenty-five thousand persons shall hold two or more public hearings at different locations within the municipality to promote citizen participation. **Notice** of the time and place of a hearing and availability of studies and summaries related to the hearing shall be given at least fifteen and not more than thirty calendar days before the hearing by:

1. Publication at least once in a newspaper of general circulation published or circulated in the municipality, or if there is none, the **notice** shall be posted in at least ten public places in the municipality.

2. Such other manner in addition to publication as the municipality may deem necessary or desirable.

F. Action by the planning commission on the general plan or any amendment to the plan shall be transmitted to the governing body of the municipality.

G. Before adopting the general plan, or any amendment to it, the governing body shall hold at least one public hearing. **Notice** of the time and place of the hearing shall be given in the time and manner provided for the giving of **notice** of the hearing by the planning commission as specified in subsection E of this section.

H. The adoption or readoption of the general plan or any amendment to such plan shall be by resolution of the governing body of the municipality, after **notice** as provided for in subsection E of this section. The adoption or readoption of or a major amendment to the general plan shall be approved by affirmative vote of at least two-thirds of the members of the governing body of the municipality. All major amendments to the general plan proposed

for adoption by the governing body of a municipality shall be presented at a single public hearing during the calendar year the proposal is made. The general plan, or any amendment to the plan, shall be endorsed in the manner provided by the governing body to show that it has been adopted by the governing body. If the municipality includes property in the high noise or accident potential zone of a military airport or ancillary military facility as defined in section 28-8461, the governing body of the municipality shall send **notice** of the approval, adoption or readoption of the general plan or major amendment to the general plan to the attorney general by certified mail, return receipt requested, within three business days after the approval, adoption or readoption. If the attorney general determines the approval, adoption or readoption of the general plan or major amendment to the general plan is not in compliance with section 28-8481, subsection J, the attorney general shall notify the municipality by certified mail, return receipt requested, of the determination of noncompliance. The municipality shall receive the **notice** from the attorney general within twenty-five days after the notice from the municipality to the attorney general is mailed pursuant to this subsection. The effective date of any approval, adoption or readoption of, or major amendment to, the general plan shall be thirty days after the governing body's receipt of the attorney general's determination of noncompliance. Within thirty days after the receipt of a determination of noncompliance by the attorney general as prescribed by this section, the governing body of the municipality shall reconsider any approval, adoption or readoption of, or major amendment to, the general plan that impacts property in the high noise or accident potential zone of a military airport or ancillary military facility as defined in section 28-8461. If the governing body reaffirms a prior action subject to an attorney general's determination of noncompliance pursuant to this section, the attorney general may institute a civil action pursuant to section 28-8481, subsection L. If the governing body timely sends **notice** pursuant to this subsection and the attorney general fails to timely notify the governing body of a determination of noncompliance, the general plan or major amendment to the general plan shall be deemed to comply with section 28-8481. subsection J. If the motion to adopt or readopt a general plan or an amendment to the general plan fails to pass, the governing body may reconsider the motion in any manner allowed by the governing body's rules of procedure, but any subsequent motion for the adoption or readoption of the general plan or a major amendment to the general plan must be approved by an affirmative vote of at least two-thirds of the members of the governing body. For the purposes of this subsection, "major amendment" means a substantial alteration of the municipality's land use mixture or balance as established in the municipality's existing general plan land use element. The municipality's general plan shall define the criteria to determine if a proposed amendment to the general plan effects a substantial alteration of the municipality's land use mixture or balance as established in the municipality's existing general plan land use element.

I. If the municipality does not have a planning commission, the only procedural steps required for the adoption of the general plan, or any amendment to such plan, shall be those provided in this article for action by the governing body.

J. A copy of the adopted general plan of a municipality shall be sent to the planning agency of the county within which the municipality is located, and such plan or any portion of the plan may be adopted as a part of the county general plan.

K. A general plan, with any amendments, is effective for up to ten years from the date the plan was initially adopted and ratified pursuant to subsection M of this section, or until the

plan is readopted pursuant to this subsection and ratified pursuant to subsection M of this section or a new plan is adopted pursuant to this subsection and ratified pursuant to subsection M of this section, and becomes effective. On or before the tenth anniversary of the plan's most recent adoption, the governing body of the municipality shall either readopt the existing plan for an additional term of up to ten years or shall adopt a new general plan as provided by this article.

L. Except for general plans that are required to be submitted to the voters for ratification pursuant to subsection M of this section, the adoption or readoption of a general plan, and any amendment to a general plan, shall not be enacted as an emergency measure and is subject to referendum as provided by article IV, part 1, section 1, subsection (8), Constitution of Arizona, and title 19, chapter 1, article 4.

M. The governing body of a city or town having a population of more than two thousand five hundred persons but less than ten thousand persons and whose population growth rate exceeded an average of two per cent per year for the ten year period before the most recent United States decennial census, and any city or town having a population of ten thousand or more persons, shall submit each new general plan adopted pursuant to subsection K of this section to the voters for ratification at the next regularly scheduled municipal election or at a special election scheduled at least one hundred twenty days after the governing body adopted the plan pursuant to section 16-204. The governing body shall include a general description of the plan and its elements in the municipal election pamphlet and shall provide public copies of the plan in at least two locations that are easily accessible to the public and may include posting on the municipality's official internet website. If a majority of the qualified electors voting on the proposition approves the new plan, it shall become effective as provided by law. If a majority of the qualified electors voting on the proposition fails to approve the new plan, the current plan remains in effect until a new plan is approved by the voters pursuant to this subsection. The governing body shall either resubmit the proposed new plan, or revise the new plan as provided by this section, for subsequent submission to the voters at the next regularly scheduled municipal election or at a special election scheduled at least one hundred twenty days after the governing body readopted the new or revised new plan. All subsequent adoptions and submissions of the new plan or revised plans must comply with the procedures prescribed by this section until the plan is ratified.

N. In applying an open space element or a growth element of a general plan a municipality shall not designate private land or state trust land as open space, recreation, conservation or agriculture unless the municipality receives the written consent of the landowner or provides an alternative, economically viable designation in the general plan or zoning ordinance, allowing at least one residential dwelling per acre. If the landowner is the prevailing party in any action brought to enforce this subsection, a court shall award fees and other expenses to the landowner. A municipality may designate land as open space without complying with the requirements of this subsection if the land was zoned as open space and used as a golf course pursuant to a zoning ordinance adopted pursuant to article 6.1 of this chapter before May 1, 2000 and the designation does not impose additional conditions, limitations or restrictions on the golf course, unless the land is state trust land that was not planned and zoned as open space pursuant to title 37, chapter 2, article 5.1.

O. A person, after having participated in the public hearing pursuant to subsection H of this section, may file a petition for special action in superior court to review the governing body's decision that does not comply with the mandatory requirement prescribed in section 9-461.05, subsection C, paragraph 1, subdivision (g) within thirty days after the governing body has rendered its decision. The court may affirm, reverse or remand to the governing body, in whole or in part, the decision reviewed for further action that is necessary to comply with the mandatory requirements prescribed in section 9-461.05, subsection C, paragraph 1, subdivision (g).

9-471. <u>Annexation of territory; procedures; **notice;** petitions; access to information; restrictions</u>

A. The following procedures are required to extend and increase the corporate limits of a city or town by annexation:

1. A city or town shall file in the office of the county recorder of the county in which the annexation is proposed a blank petition required by paragraph 4 of this subsection setting forth a description and an accurate map of all the exterior boundaries of the territory contiguous to the city or town proposed to be annexed, except that a city or town shall not file an annexation petition that includes any territory for which an unsuccessful annexation was attempted by the same city or town until at least forty-five days after completion of the unsuccessful attempt. A property owner may waive the forty-five day waiting period for the owner's property that was part of the original unsuccessful annexation. **Notice** and a copy of the filing shall be given to the clerk of the board of supervisors and to the county assessor. The accurate map shall include all county rights-of-way and roadways that are within or contiguous to the exterior boundaries of the area of the proposed annexation. If state land, other than state land utilized as state rights-of-way or land held by the state by tax deed, is included in the territory, written approval of the state land commissioner and the selection board established by section 37-202 shall also be filed. The description shall identify the entity, if any, that will be responsible for maintaining the existing rights-of-way and roadways that are within or contiguous to the exterior boundaries of the area of the proposed annexation. For the purposes of this paragraph, "unsuccessful annexation" means an annexation attempt that was withdrawn or that was not completed pursuant to this section.

2. Signatures on petitions filed for annexation shall not be obtained for a waiting period of thirty days after filing the blank petition.

3. After filing the blank petition pursuant to paragraph 1 of this subsection, the governing body of the city or town shall hold a public hearing within the last ten days of the thirty-day waiting period to discuss the annexation proposal. The public hearing shall be held in accordance with title 38, chapter 3, article 3.1, except that, notwithstanding section 38-431.02, subsections C and D, the following notices of the public hearing to discuss the annexation proposal shall be given at least six days before the hearing:

(a) Publication at least once in a newspaper of general circulation, which is published or circulated in the city or town and the territory proposed to be annexed, at least fifteen days before the end of the waiting period.

(b) Posting in at least three conspicuous public places in the territory proposed to be annexed.

(c) **Notice** by first class mail sent to the chairman of the board of supervisors of the county in which the territory proposed to be annexed is located.

(d) **Notice** by first class mail with an accurate map of the territory proposed to be annexed sent to each owner of the real and personal property as shown on the statement furnished pursuant to subsection G of this section that would be subject to taxation by the city or town

in the event of annexation in the territory proposed to be annexed. For the purposes of this subdivision, "real and personal property" includes mobile, modular and manufactured homes and trailers only if the owner also owns the underlying real property.

4. Within one year after the last day of the thirty-day waiting period a petition in writing signed by the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the city or town in the event of annexation, as shown by the last assessment of the property, may be circulated and filed in the office of the county recorder. For the purposes of this paragraph, "real and personal property" includes mobile, modular and manufactured homes and trailers only if the owner also owns the underlying real property.

5. Alterations increasing or reducing the territory sought to be annexed shall not be made after a petition has been signed by a property owner.

6. The petitioner shall determine and submit a sworn affidavit verifying that no part of the territory for which the filing is made is already subject to an earlier filing for annexation. The county recorder shall not accept a filing for annexation without the sworn affidavit.

B. All information contained in the filings, the notices, the petition, the tax and property rolls and other matters regarding a proposed or final annexation shall be made available by the appropriate official for public inspection during regular office hours.

C. Any city or town, the attorney general, the county attorney or any other interested party within the territory to be annexed may on verified petition move to question the validity of the annexation for failure to comply with this section. The petition shall set forth the manner in which it is alleged the annexation procedure was not in compliance with this section and shall be filed within thirty days after adoption of the ordinance annexing the territory by the governing body of the city or town and not otherwise. The burden of proof shall be on the petitioner to prove the material allegations of the verified petition. An action shall not be brought to question the validity of an annexation ordinance unless brought within the time and for the reasons provided in this subsection. All hearings provided by this section and all appeals therefrom shall be preferred and heard and determined in preference to all other civil matters, except election actions. In the event more than one petition questioning the validity of an annexation ordinance is filed, all such petitions shall be consolidated for hearing. If two or more cities or towns show the court that they have demonstrated an active interest in annexing any or all of the area proposed for annexation, the court shall consider any oral or written agreements or understandings between or among the cities and towns in making its determination pursuant to this subsection.

D. The annexation shall become final after the expiration of thirty days after the adoption of the ordinance annexing the territory by the city or town governing body, provided the annexation ordinance has been finally adopted in accordance with procedures established by statute, charter provisions or local ordinances, whichever is applicable, subject to the review of the court to determine the validity of the annexation ordinance if petitions in objection have been filed. After adopted annexation ordinance to the clerk of the city or town shall provide a copy of the adopted annexation ordinance to the clerk of the board of supervisors of each county that has jurisdiction over the annexed area within sixty days after the annexation becomes final.

# Arizona Revised Statute Noticing

## February 18, 2020 Planning Commission Work Session

E. For the purpose of determining the sufficiency of the percentage of the value of property under this section, the values of property shall be determined as follows:

1. In the case of property assessed by the county assessor, values shall be the same as shown by the last assessment of the property.

2. In the case of property valued by the department of revenue, values shall be appraised by the department in the manner provided by law for municipal assessment purposes.

F. For the purpose of determining the sufficiency of the percentage of persons owning property under this section, the number of persons owning property shall be determined as follows:

1. In the case of property assessed by the county assessor, the number of persons owning property shall be as shown on the last assessment of the property.

2. In the case of property valued by the department of revenue, the number of persons owning property shall be as shown on the last valuation of the property.

3. If an undivided parcel of property is owned by multiple owners, those owners are deemed as one owner for the purposes of this section.

4. If a person owns multiple parcels of property, that owner is deemed as one owner for the purposes of this section.

G. The county assessor and the department of revenue, respectively, shall furnish to the city or town proposing an annexation, within thirty days after a request, a statement in writing showing the owner, the address of each owner and the appraisal and assessment of all such property.

H. Territory is not contiguous for the purposes of subsection A, paragraph 1 of this section unless:

1. It adjoins the exterior boundary of the annexing city or town for at least three hundred feet.

2. It is, at all points, at least two hundred feet in width, excluding rights-of-way and roadways.

3. The distance from the existing boundary of the annexing city or town where it adjoins the annexed territory to the furthest point of the annexed territory from that boundary is not more than twice the maximum width of the annexed territory.

I. A city or town shall not annex territory if as a result of that annexation unincorporated territory is completely surrounded by the annexing city or town.

J. Notwithstanding any provisions of this article to the contrary, any town incorporated before 1950 that had a population of less than two thousand persons by the 1970 census and that is bordered on at least three sides by Indian lands may annex by ordinance

territory owned by the state within the same county for a new townsite that is not contiguous to the existing boundaries of the town.

K. Subsections H and I of this section do not apply to territory that is surrounded by the same city or town or that is bordered by the same city or town on at least three sides.

L. A city or town annexing an area shall adopt zoning classifications that permit densities and uses not greater than those permitted by the county immediately before annexation. Subsequent changes in zoning of the annexed territory shall be made according to existing procedures established by the city or town for the rezoning of land.

M. The annexation of territory within six miles of territory included in a pending incorporation petition filed with the county recorder pursuant to section 9-101.01, subsection D shall not cause an urbanized area to exist pursuant to section 9-101.01 that did not exist before the annexation.

N. As an alternative to the procedures established in this section, a county right-of-way or roadway may be transferred to an adjacent city or town by mutual consent of the governing bodies of the county and city or town if the property transferred is adjacent to the receiving city or town and if the city or town and county each approve the proposed transfer as a published agenda item at a regular public meeting of their governing bodies. A transfer of property made pursuant to this subsection shall be treated by the receiving city or town as if the transferred property was newly annexed territory.

O. On or before the date the governing body adopts the ordinance annexing territory, the governing body shall have approved a plan, policy or procedure to provide the annexed territory with appropriate levels of infrastructure and services to serve anticipated new development within ten years after the date when the annexation becomes final pursuant to subsection D of this section.

P. If a property owner prevails in any action to challenge the annexation of the property owner's property, the court shall allow the property owner reasonable attorney fees and costs relating to the action from the annexing municipality.

Q. A city or town may annex territory that is a county-owned park or a park operated on public lands by a county as part of a management agreement if otherwise agreed to by the board of supervisors. If the board of supervisors does not agree to the annexation, the county-owned park or park operated on public lands by a county as part of a management agreement shall be excluded from the annexation area, notwithstanding subsections H and I of this section. A county-owned park or park operated on public lands by a county as part of a management agreement that is excluded from the annexation area pursuant to this subsection may subsequently be annexed with the permission of the board of supervisors notwithstanding any other provision of this section. For the purposes of this subsection, "public lands":

1. Has the same meaning prescribed in section 37-901.

2. Does not include lands owned by a flood control district.

# Arizona Revised Statute Noticing

## February 18, 2020 Planning Commission Work Session

R. Notwithstanding subsection H of this section, territory is considered contiguous for the purposes of subsection A, paragraph 1 of this section if all of the real property in the territory is owned by one person, the city or town and the owner of the real property agree to the annexation and the territory adjoins the exterior boundary of the annexing city or town for at least three hundred feet.

## 9-462.06. Board of adjustment

A. The legislative body, by ordinance, shall establish a board of adjustment, which shall consist of at least five but no more than seven members appointed by the legislative body in accordance with provisions of the ordinance, except that the ordinance may establish the legislative body as the board of adjustment. The legislative body may, by ordinance, delegate to a hearing officer the authority to hear and decide on matters within the jurisdiction of the board of adjustment as provided by this section, except that the right of appeal from the decision of a hearing officer to the board of adjustment shall be preserved.

B. The ordinance shall provide for public meetings of the board, for a chairperson with the power to administer oaths and take evidence, and that minutes of its proceedings showing the vote of each member and records of its examinations and other official actions be filed in the office of the board as a public record.

C. A board of adjustment shall hear and decide appeals from the decisions of the zoning administrator, shall exercise other powers as may be granted by the ordinance and adopt all rules and procedures necessary or convenient for the conduct of its business.

D. Appeals to the board of adjustment may be taken by persons aggrieved or by any officer, department, board or bureau of the municipality affected by a decision of the zoning administrator, within a reasonable time, by filing with the zoning administrator and with the board a **notice** of appeal specifying the grounds of the appeal. The zoning administrator shall immediately transmit all records pertaining to the action appealed from to the board.

E. An appeal to the board stays all proceedings in the matter appealed from, unless the zoning administrator certifies to the board that, in the zoning administrator's opinion by the facts stated in the certificate, a stay would cause imminent peril to life or property. On the certification proceedings shall not be stayed, except by restraining order granted by the board or by a court of record on application and **notice** to the zoning administrator. Proceedings shall not be stayed if the appeal requests relief that has previously been denied by the board except pursuant to a special action in superior court as provided in subsection K of this section.

F. The board shall fix a reasonable time for hearing the appeal, and shall give **notice** of hearing by both publication in a newspaper of general circulation in accordance with section 9-462.04 and posting the **notice** in conspicuous places close to the property affected.

G. A board of adjustment shall:

1. Hear and decide appeals in which it is alleged there is an error in an order, requirement or decision made by the zoning administrator in the enforcement of a zoning ordinance adopted pursuant to this article.

2. Hear and decide appeals for variances from the terms of the zoning ordinance only if, because of special circumstances applicable to the property, including its size, shape, topography, location, or surroundings, the strict application of the zoning ordinance will deprive the property of privileges enjoyed by other property of the same classification in the same zoning district. Any variance granted is subject to conditions as will assure that the adjustment authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the property is located.

3. Reverse or affirm, in whole or in part, or modify the order, requirement or decision of the zoning administrator appealed from, and make the order, requirement, decision or determination as necessary.

H. A board of adjustment may not:

1. Make any changes in the uses permitted in any zoning classification or zoning district, or make any changes in the terms of the zoning ordinance provided the restriction in this paragraph shall not affect the authority to grant variances pursuant to this article.

2. Grant a variance if the special circumstances applicable to the property are self-imposed by the property owner.

I. If the legislative body is established as the board of adjustment, it shall exercise all of the functions and duties of the board of adjustment in the same manner and to the same effect as provided in this section.

J. In a municipality with a population of more than one hundred thousand persons, the legislative body, by ordinance, may provide that a person aggrieved by a decision of the board or a taxpayer who owns or leases the adjacent property or a property within three hundred feet from the boundary of the immediately adjacent property, an officer or a department of the municipality affected by a decision of the board, at any time within fifteen days after the board has rendered its decision, may file an appeal with the clerk of the legislative body. The legislative body shall hear the appeal in accordance with procedures adopted by the legislative body and may affirm or reverse, in whole or in part, or modify the board's decision.

K. A person aggrieved by a decision of the legislative body or board or a taxpayer who owns or leases the adjacent property or a property within three hundred feet from the boundary of the immediately adjacent property, an officer or a department of the municipality affected by a decision of the legislative body or board, at any time within thirty days after the board, or the legislative body, if the board decision was appealed pursuant to subsection J of this section, has rendered its decision, may file a complaint for special action in the superior court to review the legislative body or board decision. Filing the complaint does not stay proceedings on the decision sought to be reviewed, but the court may, on application, grant a stay and on final hearing may affirm or reverse, in whole or in part, or modify the decision reviewed.

## Arizona Revised Statute Noticing February 18, 2020 Planning Commission Work Session 9-461.09. Procedure for adoption of specific plans and regulations

A. If a municipality has a planning commission, the planning commission shall hold at least one public hearing on a specific plan or regulation prior to any hearing by the legislative body. **Notice** of the time and place of such hearing shall be given at least fifteen and not more than thirty calendar days before the hearing by:

1. Publication at least once in a newspaper of general circulation published or circulated in the municipality, or if there is none, by posting in at least ten public places in the municipality.

2. Such other manner in addition to publication as the municipality may deem necessary or desirable.

B. A copy of any specific plan, regulation or amendment together with the recommendation of the planning commission shall be submitted to the legislative body accompanied by a statement of the planning commission's reasons for such recommendation.

C. Upon receipt of a copy of any proposed specific plan, regulation or amendment of such plan or regulation, the legislative body may by ordinance or resolution adopt the plan or regulation. Before adopting the proposed specific plan or regulation, the legislative body shall hold at least one public hearing. **Notice** of the time and place of such hearing shall be given in the time and manner provided for the giving of **notice** of the hearing by the planning commission as provided in subsection A. The specific plan or regulation, as adopted, shall be designated as a specific plan or regulation.

D. If the municipality does not have a planning commission, the only procedural steps required for the adoption of a specific plan, regulation or any amendment to a specific plan or regulation are those provided in this article for action by the legislative body.

## Town Code/Zoning Ordinance Noticing February 18, 2020 Planning Commission Work Session

The Town Code/Zoning Ordinance includes the parameters summarized below related to noticing for planning division application requests processed by the Town. Noticing for such applications cannot be less than the requirements in Arizona Revised Statutes or in the Town Code/Zoning Ordinance. The noticing provisions in the Town Code require Town Council approval to amend. The noticing provisions in the Town Zoning Ordinance require Planning Commission recommendation and Town Council approval to amend.

- There is a general reasonable provision for noticing on applications governed by the Town Code (e.g. plats, lot splits) that states "In all cases where any section of this Code shall require any act to be done in a reasonable time or reasonable notice to be given, such reasonable time or notice shall be deemed to mean such time only as may be necessary for the prompt performance of such duty, or compliance with such notice." (Town Code, Section 1-3-26)
- Some of the provisions in the Town Code require written notice which means "any form of recorded message capable of comprehension by ordinary visual means. Whenever any notice, report, statement, or record is required or authorized by this Code, it shall be made in writing in the English language unless it is expressly provided otherwise." (Town Code, Section 1-3-26)
- Referenced both in the Town Code and Zoning Ordinance is the Citizen Review Session. This is a required neighborhood meeting the applicant hosts and provides the Town feedback prior to the Planning Commission public hearing. The applications a Citizen Review Session applies are for a Rezoning, Major and Intermediate Special Use Permit, and text amendments to the Zoning Ordinance. (Town Code, Sections 2-5.2.F and 2-5-2.G; Zoning Ordinance, Sections 308 and 1102.C.3.4)
  - Citizen Review Session must be held at least 10 days prior to the Planning Commission public hearing.
  - The notice shall include the time, date, and location and sufficient details regarding the substance of the proposed application.
  - The notice is sent by the applicant by first class mail to: 1) Each property owner within 1000 feet of the boundary of the subject property; 2) All other interested parties who have requested that they be placed on a notification list maintained by the Community Development Department; and 3) Adjoining municipalities sharing borders with the property subject to the application.
  - For text amendments to the Zoning Ordinance, the form of notice to be used will vary according to the type of text amendment and is typically an ad in the newspaper, Town posting locations, and/or the Town website.

## Town Code/Zoning Ordinance Noticing February 18, 2020 Planning Commission Work Session

- Rezoning, Cluster Plan, Minor, Major and Intermediate Special Use Permit, Conditional Use Permit, and Text Amendments to the Zoning Ordinance require a public hearing by the Planning Commission for recommendations (except for a Minor Special Use Permit and Conditional Use Permit the Planning Commission takes action, with such action appealable to Town Council) and a public hearing for Town Council action. (Zoning Ordinance, Sections 308, 908, 1102.C.4, 1102.8.B, 1102.8.C.3, 1102.8.D.2, and 1103.7)
  - Notice of the public hearing requires appropriate publication of a public notice of the time, place and date of such hearing in an official newspaper or a newspaper of general circulation in the Town of Paradise Valley at least 15 days prior to such hearing.
  - The posting of a notice of the time, place, and date of such hearing on the affected property for at least 7 days prior to the date of the hearing. For a Cluster Plan, the posting is at least 15 days prior to the date of the hearing.
  - For text amendments to the Zoning Ordinance if the Council hearing is for the purpose of changing the Residential District Classification or consideration of a Special Use Permit District Application or any amendment to an existing Special Use Permit District for any property, the time, place and date of the Council hearing shall be posted on the affected property at least seven (7) days prior to said hearing. For all other proposed amendments to this ordinance, the time, place and date of the Council hearing shall be posted in three (3) public places at least seven (7) days prior to said hearing.
- Major General Plan Amendment notice provisions. (Town Code, Section 2-5-2.J)
  - Amendments require notice at least 15 and not more than 30 calendar days before the public hearing by the Planning Commission and Town Council.
  - Such notice shall be published at least once in a newspaper of general circulation published or circulated in the Town. There is an option to not do a newspaper notice with a Major General Plan Amendment and post in at least 10 public places.
  - The Zoning Administrator may provide notice in other manners, in addition to publication required above, as the Zoning Administrator may deem necessary or desirable.
  - At least 60 days before a Major General Plan Amendment is noticed for a public hearing before the Planning Commission, the Zoning Administrator shall transmit the proposal to various adjacent municipalities and agencies per Arizona Revised Statute and any person or entity that requests in writing to receive a review copy of the proposal.
- Notice provisions for when the Zoning Administrator authorizes administrative relief to a residential property owner up to 10% of any development standard contained in the Zoning Ordinance, Article X, and for solar device installations and driveway gates on hillside. (Town Code, Section 2-5-3.E) [Town Staff approval process]
  - Notice shall be made by first class mail, postmarked at least 5 days prior to the proposed date of determination by the Community Development Director, to adjacent property owners determined by the Community Development Director.

Note: The above noticing provisions do not include provisions in the Town Code/Zoning Ordinance related to enforcement or revocation. The above provisions are for applications on private property.



Several application processes require notification by posting of property and/or mailing notification. This notification may be required by Arizona Revised Statutes, Town Code, and/or by Town policy.

# **POSTING OF PROPERTY**

When an application requires Posting of Property, it shall be the responsibility of the applicant to properly post and document such posting to the Town. The basic steps are outlined below:

- Obtain the official posting notice at the Community Development Department at least 21 calendar days prior to the scheduled meeting date or the date as set by the Town staff member processing your application. For the Hillside Building Committee, obtain the official posting notice 7 calendar days prior to the scheduled meeting date.
- Post the official notice on the subject site in a visible location no earlier than 21 calendar days and no later than 15 calendar days prior to the scheduled meeting date. For the Hillside Building Committee postings, post the official notice 6 to 7 calendar days prior to the scheduled meeting date.
- Sign, notarize, and submit the official Affidavit of Posting along with a color photo of the posted sign to the Community Development Department no later than 15 calendar days prior to the scheduled meeting date. A template Affidavit of Posting is attached.

## FAQ

<u>Do I have to do a Posting of Property for all scheduled meetings?</u> No, posting is only required for the meeting where action will be taken.

## What meetings require a Posting of Property?

For a general guide of what applications require posting see Table 1 attached.

## Can I use my own sign?

No, the Community Development Department has an official posting sign that the Town staff member processing your application will prepare for posting. This sign is a cardboard sign that is 11 inches by 14 inches. A posting stake will be provided by the Town.

## What happens if I miss the last day to post the sign?

This may result in the application request being postponed to the next available meeting along with the applicant doing a mailing notification of the postponement.

## Do I need to repost the sign if it gets damaged or removed before the meeting?

Yes, in most cases. Legally this may not be required in all instances, but the Town would encourage reposting to be a good neighbor.

X:\TH\_Docs\PLANDEPT\Applications\Posting-Mailing Notification\Posting-Mailing Notices Updated 111419.docx Updated on 2/5/2020

# **MAILING NOTIFICATION**

When an application requires Mailing Notification, it shall be the responsibility of the applicant to properly mail the notice by the required deadline dates and document such mailing to the Town. The basic steps are outlined below:

- Obtain the official mailing notice letter from the Town staff member processing your application at least 21 calendar days prior to the scheduled meeting date or the date as set by the staff member processing your application.
- Verify with the staff member processing your application the mailing notification radius. This radius will be determined by the type of application as shown in Table 1 and/or the Town.
- Mail the notice letter to each property owner within the specified radius in Table 1 attached for your application type no earlier than 21 calendar days and no later than 15 calendar days prior to the scheduled meeting date. Verify with the staff member processing your application that there are no additional persons of interest that will require notification. Also, make sure the envelope has the Town return address, "Town of Paradise Valley Planning Department, 6401 East Lincoln Drive, Paradise Valley AZ 85253-4399"
- Sign, notarize, and submit the official Affidavit of Mailing along with a copy of the notice and mailing address list to the Community Development Department no later than 15 calendar days prior to the scheduled meeting date. A template Affidavit of Mailing is attached.

## FAQ

#### *Do I have to do a Mailing Notification for all scheduled meetings?* No, mailing notices are typically only required for the meeting where action will be taken.

#### What meetings require a Mailing Notification?

For a general guide of what applications require mailing notification see Table 1 attached.

## Can I use my own notice and/or add additional information?

Yes, in certain instances this may be allowable if cleared by the Community Development Director or designee.

## What minimally must be included on the notice?

Items that must be included on the notice are the time, day, date, and location of the meeting; a description of the application request; the location of the site; contact information of the Town staff person processing the application, and the Town disclaimer on meeting accessibility to persons with disabilities.

## Where do I find the mailing list?

The official mailing address source and tool to create a mailing list by radius is available by the Maricopa County Assessor. Any changes of mailing address should be processed with Maricopa County and not the Town. Refer to <u>http://maps.mcassessor.maricopa.gov/</u>

#### Does the Town provide postage and envelopes?

No, the applicant must provide the necessary postage and envelopes.

## What happens if I miss the last day to mail the notices?

This may result in the application request being postponed to the next available meeting along with the applicant doing a mailing notification of the postponement.

#### **AFFIDAVIT OF POSTING**

#### STATE OF ARIZONA )

	) ss:			
County of Maricopa	)			
I,			, depose and state	e that the
attached notice, of prop	osed application			located at
	for the (Plann	ning C	commission/Town Cou	incil/Board of
Adjustment/Hillside Co	ommittee) meeting date of		, 201	is a true and
correct copy of a notice	which I cause to be posted	d by th	ne following day of the	e week
, and on the following d	ate,	201_	_ in the following loca	tion(s):

All in the Town of Paradise Valley, Arizona and County and State aforesaid, the same being public places in said County and in the following locations:

All to the Town of Paradise Valley, Arizona and County and State aforesaid.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Signature

This affidavit was SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

NOTARY PUBLIC

My commission expires:

#### **AFFIDAVIT OF MAILING NOTIFICATION**

#### STATE OF ARIZONA )

) ss:

)

#### County of Maricopa

In accordance with the requirements of the Town of Paradise Valley, the undersigned hereby certifies that the mailing list for the proposed project is a complete list of property owners within \_\_\_\_\_\_ feet of the subject property, as obtained from the Maricopa County Assessor's Office on the following date \_\_\_\_\_\_, 201\_\_\_, and such notification has been mailed on the following date \_\_\_\_\_\_, 201\_\_\_.

Signature

The	foregoing	instrument	was	acknowledged	by	me	this	 day	of
		,20		_, by				•	
				Name					

#### NOTARY PUBLIC

My commission expires:

Application Type	Reviewing/Approval Body	Posting of Property (Minimum Deadlines)	Mailing Notification
Administrative Relief –	Community Development	No	Yes, adjoining lots
Zoning Ordinance	Director	1.0	15 days prior to decision
Appeal – Zoning Ordinance,	Board of Adjustment	Yes, 15 days prior to meeting	Yes, 1,500' radius
Admin Decision <sup>3</sup>	Bourd of Augustinoin	res, is anys prior to meeting	15 days prior to meeting
Conditional Use Permit <sup>3</sup>	Planning Commission	Yes, 15 days prior to meeting	Yes, 1,500' radius
conditional Ose i crimit	Training Commission	res, 15 days prior to meeting	15 days prior to meeting
General Plan,	Planning Commission	Yes, 15 days prior to meeting	Yes, 2,000' radius
Major Amendment <sup>145</sup>	Town Council		15 days prior to meeting
General Plan,	Planning Commission	Yes, 15 days prior to meeting	Yes, 1,500' radius
Minor Amendment <sup>13</sup>	Town Council		15 days prior to meeting
General Plan,	Planning Commission	Yes, 15 days prior to meeting	Yes, 1,500' radius
Text Amendment * 1 4	Town Council		15 days prior to meeting
Hillside, New Structures **	Hillside Committee	Yes, 7 days prior to meeting	Yes, 1,500' radius
			15 days prior to meeting
Hillside, Remove Designation**	Hillside Committee	Yes, 7 days prior to meeting	Yes, 1,500' radius
	Town Council***		15 days prior to meeting
Administrative Land	Community Development	No	No
Modifications:	Director/Town Engineer		
<ul> <li>Lot Line Adjustment</li> </ul>	_		
<ul> <li>Lot Combo</li> </ul>			
<ul> <li>Easement Modifications</li> </ul>			
<ul> <li>Lot Split (&gt; 2.5 Net</li> </ul>			
Acres)			
Non-Administrative Land	Planning Commission	No	Yes, 500' radius
Modifications:	Town Council		15 days prior to meeting
• Lot Line			
Adjustment/Combo with			Except for Modification to
Deviation from Town			SUP Plat, which requires a
Standards			1,500' radius 15 days prior to meeting
<ul> <li>Lot Split (&lt; 2.5 Net</li> </ul>			15 days prior to meeting
Acres) • Lot Split (> 2.5 Net			
- Lot Spirt (> 2.5 Net Acres) with Deviation			
from Town Standards			
<ul> <li>Modification to SUP Plat</li> </ul>			
Plat, Final	Planning Commission	No	Yes, 1,500' radius
	Town Council		15 days prior to meeting
Plat, Preliminary	Planning Commission	No	Yes, 1,500' radius
	Town Council		15 days prior to meeting
Rezoning <sup>1 4</sup>	Planning Commission	Yes, 15 days prior to meeting	Yes, 1,500' radius
	Town Council		15 days prior to meeting
Roadway/Easement Vacation	Town Council	Yes, 15 days prior to meeting	Yes, adjoining lots
		3 posting locations	15 days prior to meeting
Special Use Permit,	Planning Commission	Yes, 15 days prior to meeting	Yes, 1,500' radius
Major <sup>1 2 3</sup>	Town Council		15 days prior to meeting
Special Use Permit,	Planning Commission	Yes, 15 days prior to meeting	Yes, 1,500' radius
Intermediate <sup>1 2 3</sup>	Town Council		15 days prior to meeting
Special Use Permit, Minor <sup>3</sup>	Planning Commission	Yes, 15 days prior to meeting	Yes, 1,500' radius
Special Ose I erinit, Millor		res, rs days prior to meeting	15 days prior to meeting
		) T	Yes, adjoining lots
Special Use Permit, Managerial	Town Manager	No	Yes adjoining lots

Table 1: Application Posting/Mailing Notification Guide

Subdivision Sign	Town Council	No	Yes, properties within plat
			15 days prior to meeting
Temporary Use Permit	Town Manager	No	If requested by Town
Variance <sup>3</sup>	Board of Adjustment	Yes, 15 days prior to meeting	Yes, 1,500' radius 15 days prior to meeting
Zoning Ordinance Text Change <sup>1 4</sup>	Planning Commission Town Council	Yes, 15 days prior to meeting	Yes, 1,500' radius 15 days prior to meeting

For more information and verification on noticing for your specific application please check with the appropriate Town staff member. \* If effects a specific site \*\*Refer to Hillside Building Regulations, Article XXII of the Town Zoning Ordinance \*\*\*No Posting of Property or Mailing Notification <sup>1</sup> Citizen Review Session/Meeting required, see Town Code §2-5-2 <sup>2</sup> Statement of Direction required, see Town Zoning Ordinance Article XXI, Special Uses <sup>3</sup> Standard Newspaper Ad <sup>4</sup> Display Newspaper Ad <sup>5</sup> PV Independent Ad



Several application processes require notification by posting of property and/or mailing notification. This notification may be required by Arizona Revised Statutes, Town Code, and/or by Town policy.

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## What happens if I miss the last day to post the sign?

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## Do I need to repost the sign if it gets damaged or removed before the meeting?

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# **MAILING NOTIFICATION**

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- Sign, notarize, and submit the official Affidavit of Mailing along with a copy of the notice and mailing address list to the Community Development Department no later than 15 calendar days prior to the scheduled meeting date. A template Affidavit of Mailing is attached.

#### FAQ

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#### What minimally must be included on the notice?

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#### Where do I find the mailing list?

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#### Does the Town provide postage and envelopes?

No, the applicant must provide the necessary postage and envelopes.

#### What happens if I miss the last day to mail the notices?

This may result in the application request being postponed to the next available meeting along with the applicant doing a mailing notification of the postponement.

#### **AFFIDAVIT OF POSTING**

#### STATE OF ARIZONA )

	) ss:		
County of Maricopa	)		
I,			, depose and state that the
attached notice, of prope	osed application		located at
	for the (Pla	nning C	Commission/Town Council/Board of
Adjustment/Hillside Co	mmittee) meeting date o	f	, 201 is a true and
correct copy of a notice	which I cause to be post	ed by th	he following day of the week
, and on the following d	ate	_, 201_	_ in the following location(s):

All in the Town of Paradise Valley, Arizona and County and State aforesaid, the same being public places in said County and in the following locations:

All to the Town of Paradise Valley, Arizona and County and State aforesaid.

DATED this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_.

Signature

This affidavit was SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

NOTARY PUBLIC

My commission expires:

#### **AFFIDAVIT OF MAILING NOTIFICATION**

#### STATE OF ARIZONA )

) ss:

)

County of Maricopa

In accordance with the requirements of the Town of Paradise Valley, the undersigned hereby certifies that the mailing list for the proposed project is a complete list of property owners within \_\_\_\_\_\_ feet of the subject property, as obtained from the Maricopa County Assessor's Office on the following date \_\_\_\_\_\_, 201\_\_\_, and such notification has been mailed on the following date \_\_\_\_\_\_, 201\_\_\_.

Signature

The	foregoing	instrument	was	acknowledged	by	me	this	 day	of
		,20		_, by				•	
				Name					

#### NOTARY PUBLIC

My commission expires:

Application Type	<b>Reviewing/Approval Body</b>	Posting of Property	Mailing Notification
		(Minimum Deadlines)	
Administrative Relief –	Community Development	No	Yes, adjoining lots
Zoning Ordinance	Director		15 days prior to decision
Appeal – Zoning Ordinance,	Board of Adjustment	Yes, 15 days prior to meeting	Yes, 1,500' radius
Admin Decision <sup>3</sup>	2		15 days prior to meeting
Conditional Use Permit <sup>3</sup>	Planning Commission	Yes, 15 days prior to meeting	Yes, 1,500' radius
	C		15 days prior to meeting
General Plan,	Planning Commission	Yes, 15 days prior to meeting	Yes, 2,000' radius
Major Amendment <sup>145</sup>	Town Council		15 days prior to meeting
General Plan,	Planning Commission	Yes, 15 days prior to meeting	Yes, 1,500' radius
Minor Amendment <sup>13</sup>	Town Council		15 days prior to meeting
General Plan,	Planning Commission	Yes, 15 days prior to meeting	Yes, 1,500' radius
Text Amendment * 1 <sup>4</sup>	Town Council		15 days prior to meeting
Hillside, New Structures **	Hillside Committee	Yes, 7 days prior to meeting	Yes, 1,500' radius
,		, , , , , , , , , , , , , , , , , , , ,	15 days prior to meeting
Hillside, Remove Designation**	Hillside Committee	Yes, 7 days prior to meeting	Yes, 1,500' radius
, 6 -	Town Council***		15 days prior to meeting
Lot Line Adjustment/Combo	Community Development	No	No
5	Director/Town Engineer		
Lot Split (< 2.5 Net Acres)	Planning Commission	No	Yes, 500' radius
1	Town Council		15 days prior to meeting
Lot Split (> 2.5 Net Acres)	Community Development	No	No
1 ( - )	Director/Town Engineer		
Plat, Final	Planning Commission	No	Yes, 1,500' radius
	Town Council		15 days prior to meeting
Plat, Preliminary	Planning Commission	No	Yes, 1,500' radius
•	Town Council		15 days prior to meeting
Rezoning <sup>1 4</sup>	Planning Commission	Yes, 15 days prior to meeting	Yes, 1,500' radius
C	Town Council		15 days prior to meeting
Roadway/Easement Vacation	Town Council	Yes, 15 days prior to meeting	Yes, adjoining lots
-		3 posting locations	15 days prior to meeting
Special Use Permit,	Planning Commission	Yes, 15 days prior to meeting	Yes, 1,500' radius
Major <sup>1 2 3</sup>	Town Council		15 days prior to meeting
Special Use Permit,	Planning Commission	Yes, 15 days prior to meeting	Yes, 1,500' radius
Intermediate <sup>1 2 3</sup>	Town Council	1 co, 10 days prior to meeting	15 days prior to meeting
		X7 17 1	
Special Use Permit, Minor <sup>3</sup>	Planning Commission	Yes, 15 days prior to meeting	Yes, 1,500' radius
			15 days prior to meeting
Special Use Permit, Managerial	Town Manager	No	Yes, adjoining lots
			15 days prior to decision
Subdivision Sign	Town Council	No	Yes, properties within plat
			15 days prior to meeting
Temporary Use Permit	Town Manager	No	If requested by Town
Variance <sup>3</sup>	Board of Adjustment	Yes, 15 days prior to meeting	Yes, 1,500' radius
v ai iallUT	Board of Aujustilient	1 cs, 15 days prior to meeting	15 days prior to meeting
Zoning Ordinance Text Change <sup>14</sup>	Planning Commission	Vac 15 days prior to masting	Yes, 1,500' radius
Zoning Ordinance Text Change	Town Council	Yes, 15 days prior to meeting	15 days prior to meeting
		wr specific application please ch	

Table 1: Application Posting/Mailing Notification Guide

For more information and verification on noticing for your specific application please check with the appropriate Town staff member. \* If effects a specific site \*\*Refer to Hillside Building Regulations, Article XXII of the Town Zoning Ordinance \*\*\*No Posting of Property or Mailing Notification <sup>1</sup> Citizen Review Session/Meeting required, see Town Code §2-5-2<sup>2</sup> Statement of Direction required, see Town Zoning Ordinance Article XXI, Special Uses <sup>3</sup> Standard Newspaper Ad <sup>4</sup> Display Newspaper Ad <sup>5</sup> PV Independent Ad

Updated on 02/06/2017



Several application processes require notification by posting of property and/or mailing notification. This notification may be required by Arizona Revised Statutes, Town Code, and/or by Town policy.

# **POSTING OF PROPERTY**

When an application requires Posting of Property, it shall be the responsibility of the applicant to properly post and document such posting to the Town. The basic steps are outlined below:

- Obtain the official posting notice at the Community Development Department at least 21 calendar days prior to the scheduled meeting date or the date as set by the Town staff member processing your application. For the Hillside Building Committee, obtain the official posting notice 7 calendar days prior to the scheduled meeting date.
- Post the official notice on the subject site in a visible location no earlier than 21 calendar days and no later than 15 calendar days prior to the scheduled meeting date. For the Hillside Building Committee postings, post the official notice 6 to 7 calendar days prior to the scheduled meeting date.
- Sign, notarize, and submit the official Affidavit of Posting along with a color photo of the posted sign to the Community Development Department no later than 15 calendar days prior to the scheduled meeting date. A template Affidavit of Posting is attached.

## FAQ

<u>Do I have to do a Posting of Property for all scheduled meetings?</u> No, posting is only required for the meeting where action will be taken.

## What meetings require a Posting of Property?

For a general guide of what applications require posting see Table 1 attached.

## Can I use my own sign?

No, the Community Development Department has an official posting sign that the Town staff member processing your application will prepare for posting. This sign is a cardboard sign that is 11 inches by 14 inches. A posting stake will be provided by the Town.

## What happens if I miss the last day to post the sign?

This may result in the application request being postponed to the next available meeting along with the applicant doing a mailing notification of the postponement.

## Do I need to repost the sign if it gets damaged or removed before the meeting?

Yes, in most cases. Legally this may not be required in all instances, but the Town would encourage reposting to be a good neighbor.

# **MAILING NOTIFICATION**

When an application requires Mailing Notification, it shall be the responsibility of the applicant to properly mail the notice by the required deadline dates and document such mailing to the Town. The basic steps are outlined below:

- Obtain the official mailing notice letter from the Town staff member processing your application at least 21 calendar days prior to the scheduled meeting date or the date as set by the staff member processing your application.
- Verify with the staff member processing your application the mailing notification radius. This radius will be determined by the type of application as shown in Table 1 and/or the Town.
- Mail the notice letter to each property owner within the specified radius in Table 1 attached for your application type no earlier than 21 calendar days and no later than 15 calendar days prior to the scheduled meeting date. Verify with the staff member processing your application that there are no additional persons of interest that will require notification. Also, make sure the envelope has the Town return address, "Town of Paradise Valley Planning Department, 6401 East Lincoln Drive, Paradise Valley AZ 85253-4399"
- Sign, notarize, and submit the official Affidavit of Mailing along with a copy of the notice and mailing address list to the Community Development Department no later than 15 calendar days prior to the scheduled meeting date. A template Affidavit of Mailing is attached.

#### FAQ

# <u>Do I have to do a Mailing Notification for all scheduled meetings?</u>

No, mailing notices are typically only required for the meeting where action will be taken.

#### What meetings require a Mailing Notification?

For a general guide of what applications require mailing notification see Table 1 attached.

#### Can I use my own notice and/or add additional information?

Yes, in certain instances this may be allowable if cleared by the Community Development Director or designee.

#### What minimally must be included on the notice?

Items that must be included on the notice are the time, day, date, and location of the meeting; a description of the application request; the location of the site; contact information of the Town staff person processing the application, and the Town disclaimer on meeting accessibility to persons with disabilities.

#### Where do I find the mailing list?

The official mailing address source and tool to create a mailing list by radius is available by the Maricopa County Assessor. Any changes of mailing address should be processed with Maricopa County and not the Town. Refer to <u>http://maps.mcassessor.maricopa.gov/</u>

#### Does the Town provide postage and envelopes?

No, the applicant must provide the necessary postage and envelopes.

#### What happens if I miss the last day to mail the notices?

This may result in the application request being postponed to the next available meeting along with the applicant doing a mailing notification of the postponement.

#### **AFFIDAVIT OF POSTING**

#### STATE OF ARIZONA )

	) ss:			
County of Maricopa	)			
I,			, depose and stat	e that the
attached notice, of prop	osed application			located at
	for the (Pla	nning C	Commission/Town Co	uncil/Board of
Adjustment/Hillside Co	ommittee) meeting date o	f	, 201	is a true and
correct copy of a notice	which I cause to be post	ed by tł	ne following day of th	e week
, and on the following d	late	_, 201_	_ in the following loca	ation(s):

All in the Town of Paradise Valley, Arizona and County and State aforesaid, the same being public places in said County and in the following locations:

All to the Town of Paradise Valley, Arizona and County and State aforesaid.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Signature

This affidavit was SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

NOTARY PUBLIC

My commission expires:

#### **AFFIDAVIT OF MAILING NOTIFICATION**

#### STATE OF ARIZONA )

) ss:

)

#### County of Maricopa

In accordance with the requirements of the Town of Paradise Valley, the undersigned hereby certifies that the mailing list for the proposed project is a complete list of property owners within \_\_\_\_\_\_ feet of the subject property, as obtained from the Maricopa County Assessor's Office on the following date \_\_\_\_\_\_, 201\_\_\_, and such notification has been mailed on the following date \_\_\_\_\_\_, 201\_\_\_.

Signature

The	foregoing	instrument	was	acknowledged	by	me	this	 day	of
		,20		_, by				•	
				Name					

#### NOTARY PUBLIC

My commission expires:

Application Type	Reviewing/Approval Body	Posting of Property_ (Minimum Deadlines)	Mailing Notification
Administrative Relief –	Community Development	No	Yes, adjoining lots
Zoning Ordinance	Director		5 days prior to decision
Appeal – Zoning Ordinance,	Board of Adjustment	Yes, 15 days prior to meeting	Yes, 500' radius
Admin Decision	5		15 days prior to meeting
Conditional Use Permit	Planning Commission	Yes, 15 days prior to meeting	Yes, 500' radius
	5		15 days prior to meeting
General Plan,	Planning Commission	Yes, 15 days prior to meeting	Yes, 1,000' radius
Major Amendment <sup>1</sup>	Town Council		15 days prior to meeting
General Plan,	Planning Commission	Yes, 15 days prior to meeting	Yes, 1,000' radius
Minor Amendment <sup>1</sup>	Town Council		15 days prior to meeting
General Plan,	Planning Commission	Yes, 15 days prior to meeting	Yes, 1,000' radius
Text Amendment <sup>*1</sup>	Town Council		15 days prior to meeting
Hillside, New Structures**	Hillside Building Committee	Yes, 7 days prior to meeting	Yes, 500' radius
		res, y augs prior to meeting	15-21 days prior to meeting
Hillside, Remove Designation**	Hillside Building Committee	Yes, 7 days prior to meeting	Yes, 500' radius
Timside, Remove Designation	Town Council***	res, 7 days prior to meeting	15-21 days prior to meeting
Lot Line Adjustment/Combo	Community Development	No	No
Lot Line Adjustment Combo	Director/Town Engineer	140	110
Lot Split (< 2.5 Net Acres)	Planning Commission	No	No
Lot Spin (<2.5 Net Acres)	Town Council	110	
Lot Split (> 2.5 Net Acres)	Community Development	No	No
Lot Spin (> 2.5 Net Acres)	Director/Town Engineer	140	NO
Plat, Final	Planning Commission	No	Yes, 1,000' radius
Thu, Thia	Town Council	110	15 days prior to meeting
Plat, Preliminary	Planning Commission	No	Yes, 1,000' radius
T fat, T femininary	Town Council	140	15 days prior to meeting
Rezoning <sup>1</sup>	Planning Commission	Yes, 15 days prior to meeting	Yes, 1,000' radius
Rezoning	Town Council	res, is days prior to meeting	15 days prior to meeting
Roadway/Easement Vacation	Town Council	Yes, 15 days prior to meeting	Yes, adjoining lots
Roadway/Lasement vacation	Town Council	3 posting locations	15 days prior to meeting
Special Use Permit,	Planning Commission	Yes, 15 days prior to meeting	Yes, 1,000' radius
Major <sup>1 2</sup>	Town Council	res, 15 days prior to meeting	15 days prior to meeting
5			
Special Use Permit,	Planning Commission	Yes, 15 days prior to meeting	Yes, 1,000' radius
Intermediate <sup>1 2</sup>	Town Council		15 days prior to meeting
Special Use Permit, Minor	Planning Commission	Yes, 15 days prior to meeting	Yes, 500' radius_
-	_		15 days prior to meeting
Special Use Permit, Managerial	Town Manager	No	If requested by Town
Subdivision Sign	Town Council	No	No
Temporary Use Permit	Town Manager	No	If requested by Town
Variance	Board of Adjustment	Yes, 15 days prior to meeting	Yes, 500' radius
			15 days prior to meeting
Zoning Ordinance Text Change <sup>1</sup>	Planning Commission	Yes, 15 days prior to meeting	Yes, 1,000' radius
-	Town Council		15 days prior to meeting

#### Table 1: Application Posting/Mailing Notification Guide

For more information and verification of when Posting of Property and Mailing Notification is required for your specific application please check with the appropriate Town staff member.

\* If effects a specific site \*\*Refer to Hillside Building Regulations, Article XXII of the Town Zoning Ordinance \*\*\*No Posting of Property or Mailing Notification <sup>1</sup> Citizen Review Session/Meeting required, see Town Code §2-5-2 <sup>2</sup> Statement of Direction required, see Town Zoning Ordinance Article XXI, Special Uses

Updated on 2/5/2020

# TOWN OF PARADISE VALLEY

## Planning Department Policy/Procedure

**SUBJECT**: Public Notice

Policy/Procedure #: 4

**BACKGROUND**: Different statutes, ordinances and policies dictate the type and amount of notice required for different types of planning related permits and ordinance changes, as noted on the attached table. Some of these permits may be issued with no notice other than the posting of the agenda of the Planning Commission meeting at which the permit application will be considered. Some steps beyond the minimum required notice should be taken to assure adequate notice to affected property owners

**POLICY:** In order to provide adequate notice to interested property owners, in addition to the notices of pending actions on planning related permits required by statute and ordinance, with the exception of lot line adjustments, abutting property owners will be notified of pending Planning Commission action on the planning related permits noted on the attached table.

APPROVED BY: /

**DATE APPROVED/REVISED**: 3/20/97, 3/13/97 10/24/96, 10/4/96, 6/21/96, 2/21/97

NOTICE REQUIREMENTS FOR BOARD OF ADJUSTMENT, PLANNING COMMISSION, AND TOWN COUNCIL PLANNING RELATED ACTIONS S = required by Statute L = required by local ordinance P<sup>s</sup> = Staff Policy P<sup>b</sup> = Board of Adjustment Policy Blank = No requirement

Type of	<b>Commission</b> (or	Council	Posting of	Public Posting	15 day advance	Mailed notice to
Action	Bd of Adjust.) Public Hearing	<b>Public Hearing</b>	Property	(in addition to 24 hour advance Town Hall posting of agenda)	publication	property owners
Change of	S, L	S*, L		L (3 places, 7 days)	S, L	S
Zoning Text						(depending upon change
Change of	S, L	S*, L	L** (7 days)		S, L	S (within 300')
zoning district						
boundary						
Special Use	L	L	L (7 days)		L	<b>P</b> <sup>*</sup> (within 300')
Permit						
Variance	S (Bd. of Adjust.)		P <sup>b</sup> (15 days)		P <sup>n</sup>	P <sup>*</sup> (abutting)
Appeal to Bd. of	S (Bd. of Adjust.)		S (15 days)		S	P <sup>s</sup> (within 300')
value		TS.			D <sup>s</sup>	D <sup>s</sup> (within 300))
Appeal to Council		Ę	P <sup>-</sup> (15 days)		P	T (WITHIN 200 )
Sub.Ord.						P <sup>s</sup> (abutting)
Amendment,						
Prelim./Final						
Plat, Lot Split						
Replat /lot line						
adjustment/						
minor sup						

\* = If there is any objection, request for public hearing, or other protest.

X

•

**\*\*** = Only for Council hearing

## EXISTING NOTIFICATION BACKGROUND 05-14-20

#### **OFF-SITE NOTIFICATION**

<u>Mailing notification is mostly by policy</u>. With the exception of administrative land modifications approved at the staff level (e.g. lot line adjustment), all the listed planning applications in the table of Attachment A require mailing notification via first class mail prior to rendering a recommendation or decision of an application. This mailing notification is mostly by Town policy. Exceptions include annexation and Major General Plan amendment mailing to certain agencies by Arizona revised Statutes (A.R.S.) and Town Code/Zoning Ordinance; mailing notice for combined, concept, and formal hillside applications by Zoning Ordinance, and Community Development Director administrative relief applications by Town Code as described in Attachment A..

<u>Mailing notice is supplemented with electronic notification</u>. Notification by first class mail is the primary source of mailing notification used by the Town and other nearby communities. However, there are other electronic sources currently available to residents and those persons interested in notification of a planning application. This includes AlertPV to sign up for notification of agendas and placing the agenda on the Town's website. Also, the staff liaison for the proposed application will email and/or phone persons interested throughout the planning application. Such notification requires the interested person to know there is an application request and to provide contact information.

<u>Newspaper notification reaches a broader audience</u>. Newspaper notification is another written form of notice prior to an action hearing. Newspaper notification required by A.R.S. is in a newspaper of general circulation for the area, being the Arizona Republic. Newspapers include the notice on their electronic format. Such notice is sometimes viewed as less effective than more targeted notice such as mailings. However, newspaper notice provides notice to a broad range of persons. A.R.S requires newspaper notice for rezoning and Zoning Ordinance text amendments, which the Town applies to Major and Intermediate Special Use Permit amendments. A.R.S. also requires newspaper notice for Major General Plan amendments, annexations, and appeals/variances to the Board of Adjustment. By policy, staff prepares a newspaper notice for a Minor General Plan amendment, a Minor Special Use Permit amendment, and a Conditional Use Permit. By policy, staff typically includes notice(s) in the Paradise Valley Independent for special projects like the General Plan Update and Visually Significant Corridors Plan.

<u>Primary focus is to notice nearby property owners</u>. The mailing notice is sent to property owners mailing address based on the Maricopa County Assessor website. Mailing address is not always the site address as the property owner may own multiple properties or rents out the home. Assessor data is the typical source for ownership information used by the Town and neighboring communities since it is the most up-to-date data. A property owner would contact the Maricopa County Assessor staff or use the county website to make changes. Mailing notice is not typically sent to renters or homeowner associations as this information is more difficult to collect or incomplete. Many communities have a specific program to track and collect homeowner association this information. Currently, the Town's homeowner association information and process lacks complete information to uniformly rely upon for notification purposes.

<u>Notification rests with both the applicant and the Town</u>. Over time, the applicant has taken on more responsibility and cost for noticing. This is the cost of the material (e.g. envelopes),

## EXISTING NOTIFICATION BACKGROUND

#### 05-14-20

labor cost, and postage. Town staff is responsible for meeting agendas, any newspaper notice, and managing electronic notification such as AlertPV. The mailing notification cost, mailing, and providing the Town an affidavit of mailing rests with the applicant. However, the planner handling the application reviews the mailing list and provides or reviews the mailing notice.

## **ON-SITE NOTIFICATION**

<u>Used the same posting sign for decade, constraining the amount and size of text to maintain</u> <u>visibility</u>. The notification sign used for many decades now is 11" x 14" and posted approximately 3' high. Staff provides the sign posting, stake, and content . None of the nearby communities use signs of this size, they all use larger signs. Unlike larger signs, the Town's current sign has limited sign area to include text or text that is large enough to read off-site. The typical test from A.R.S for a rezoning is to be able to read the word "zoning", the zoning district, and date and time of the hearing from 100 feet. The existing sign is also not sturdy or mounted securely. These signs tend to get damaged by the weather and blow offsite. The small size and height of the sign furthers the Town's general goal to minimize visual clutter and impact of signage.

<u>Number of meeting notification signs at any one time is generally low.</u> Total applications requiring notification signs for Town Council, Planning Commission, Board of Adjustment, and Hillside Committee run about 15 to 55 annually. About three-quarters of these signs are hillside applications. The Town reviews approximately 3 to 10 Town Council/Planning Commission applications annually requiring sign posting under the present procedures. These applications are generally Major SUP, Intermediate SUP, Minor SUP, and CUP applications. Other common applications processed do not presently require any site posting. These include the average two text amendments done annually and the approximate 3 to 5 land modifications requiring public body approval. Many applications include several work sessions and/or continuances that do not necessarily require a new posting. Postings are generally on a site for one or two times at a duration of 15 to 25 days prior to the first noticed action meeting. Board of adjustment applications average between 4 to 8 annually. Hillside applications average between 15 and 40 annually. Early notification signs would increase the duration signs are on a subject property.

<u>Notification rests with both the applicant and the Town</u>. Over time, the applicant has taken on more responsibility and cost for posting. This is similar in nearby communities who chiefly provide a sign spec sheet and have the applicant go to a sign vender to make and post the sign(s). Presently, the Town staff makes the sign and provides the applicant the sign mounted on a stake for the applicant to post and provide back an affidavit of posting and photo. The recommendation for larger signs make this process more difficult to do at a Town staff level with the available material, storage, and staffing. As such, the direction would be for the applicant to take a sign spec to a sign vender or person of their choice.

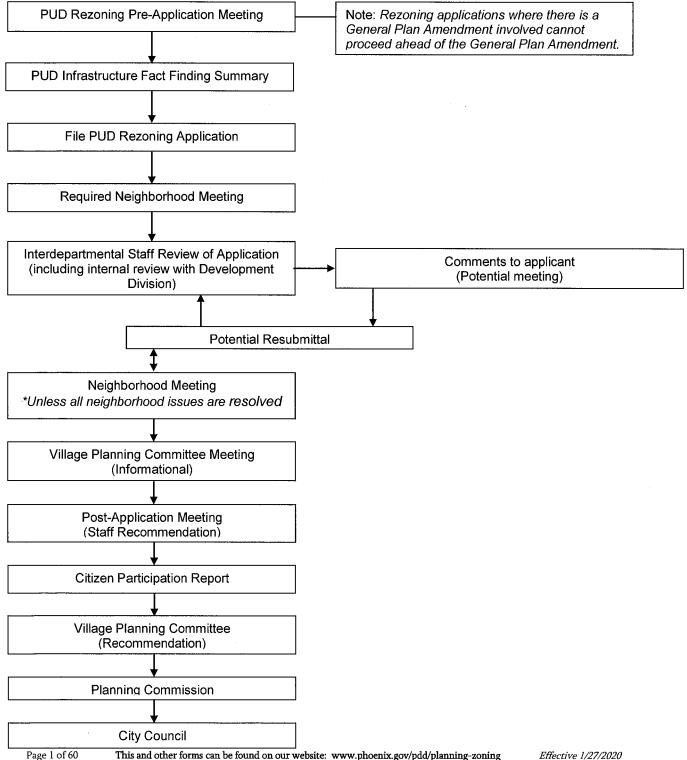
PV APPLICATION TYPE Mar 17, 2020	Paradise Valley	Gilbert	Phoenix	Scottsdale
Contacted		Yes, replied	Yes, replied and need more info	Yes, no reply
First required notice to residents	Generally Citizen Review Session 20 days prior to Planning Commission action or 15 days mailing notice prior to the Planning Commission hearing		Requires applicant hold two neighborhood meetings prior to the first public meeting by the Village Planning Committee (e.g. PUD Rezoning); The 1st neighborhood meeting occurs after formal application submittal, but the	Requires applicant hold at least one
	11"x14"; 3' tall [Building Permit construction sign requires permittees must post a 6 sf e foot (2'x3') identification sign, made of durable material, in the front yard of subject property and not in the Town right-of- way. The sign may not exceed a maximum of 6' in height from grade to top of the sign. The sign must include the permittee or company name, phone number, type of work, and address of	2'x3', 6' tall	4'x8'; 8' tall	4'x4' sign area; 8' tall
Residents outside community noticed	Yes, if they fall in the notice radius and a mailing required	Yes, if they fall in the notice radius and a mailing required; Also, notify adjoining communities at application review stage	Yes, if they fall in the notice radius and a mailing required	Yes, if they fall in the notice radius and a mailing required

PV APPLICATION TYPE Mar 17, 2020	Buckeye	Fountain Hills	Cave Creek	Carefree	Queen Creek
First required notice to residents	Requires a neighborhood meeting for certain applications (i.e., General Plan Amendment, Rezoning, CUP, Variance); The neighborhood meeting must be held prior to the 1st public hearing; The applicant needs to submit a citizen participation plan with the formal application that calls out the details of the outreach; the mailing radius minimally is 300' (600' if the site is > 20 acres); and posting on required if part of the citizen participation plan; Public hearing postings require 2 signs 15 days before the hearing	sign specs online; Requires applicant provide mailing notice and posting 15 days before hearing; Mailing radius 300' for all applications; Town staff prepares and posts the notice	Board of Adjustment applications	participation plan on any application requiring review by the Planning Commission and/or Town Council; The citizen participation plan leaves the type of contact up to the applicant and staff (excepting required noticing by Town Code/Statute); Mailing notice of the application request must be done to property owners and HOAs within 500'; The report on the citizen participation plan results must be submitted prior to scheduling the application for review before either other the Planning ne	Yes, replied and need more info First notice occurs 15 days prior to the 1st public hearing; Mailing radius is 900' (CUP and rezonings on sites 5 acres or less) and 1,200' (CUP and rezonings more than 5 acres); No notification on plats;
Typical Sign	3'x3'; 4' tall	18" x 24"	4'x4', 6' tall	Unavailable	Not provided
	Yes, if they fall in the notice radius and a mailing required	Not provided	Unavailable		Yes, if they fall in the notice radius and a mailing required



#### Planned Unit Development (PUD) Procedures

The Planned Unit Development (PUD) is a zoning designation intended to create a built environment superior to that which is accomplished through conventional zoning districts. This is achieved by allowing the PUD rezoning applicant to propose the uses, development standards, and design guidelines for a site, and by doing so, entering into a collaborative review process. It is expected that PUD requests include objectives from the Design Expectations (pages 20-22). The PUD rezoning process may take 6 to 8 months. Complex cases that require substantial and/or multiple revisions may extend the process.





A.R.S. § 9-836 requires that an applicant for a license (permit) be provided with applicable licensing time frames and a list of all the steps the applicant is required to take in order to obtain the license. This guide outlines the items that must be completed prior to action by the City Council and the time total time in which review will be completed. The process provides for a timely decision by City Council pursuant to the timeline but does not guarantee a successful outcome.

The PUD Rezoning process is a legislative act and the adopted time for this process it outlined on the last page of this packet. It allows for staff administrative and substantive review timeframes. It also allows for suspension of the review timeframe for a public hearing process. Development of a PUD Narrative is a fluid process between the applicant, staff and the public. The applicant is required to make all changes or provide documentation on why changes were not incorporated into the draft. If the end of the Substantive Review Timeframe is reached and the applicant has not made appropriate corrections it will impact the staff recommendation of the application. In the PUD Rezoning process, the time suspension for a public hearing will start when the property is posted by the applicant for the public hearing process. Typically, this is 15 calendar days prior to the first public meeting for recommendation on the PUD application.

#### PUD REZONING PRE-APPLICATION MEETING

This meeting *must* be held before staff will accept a rezoning application. Please note that there may be up to three weeks between the date that the Pre-Application Meeting form is filed with the Planning and Development Department and the date of the Pre-Application meeting. To schedule a required pre-application meeting with the Planning and Development Department, please fill out the PUD Pre-Application Meeting form (pages 6-7) and bring it to the Planning and Development Development Department, 2nd Floor, Phoenix City Hall, 200 West Washington Street, where you will be provided with your meeting date and time with the Planning and Development Department.

 Your site may be within a Public Airport Disclosure Area, Impact Fee Area, or adjacent to an SRP Canal and other requirements may apply. Please refer to Required Supplemental Forms and Information section of this packet for applicable forms (pages 38-50).

#### PUD INFRASTRUCTURE FACT FINDING SUMMARY

You are also required to contact the Development Division to conduct a PUD Fact Finding to determine if your site will have any development issues that should be addressed during the PUD process. This requirement may be waived at the discretion of the Planning and Development Department Director or their designee.

#### PUD REZONING APPLICATION SUBMITTAL

See PUD Application Submittal Checklist (page 10). Applicants requesting PUD zoning are required to submit a development narrative establishing the zoning regulations, development standards and design guidelines, for the site. The Development Narrative Submittal Requirements (pages 18-19) outlines the format and required content of the development narrative. Staff will post the development narrative online at <a href="https://www.phoenix.gov/pdd/planning-zoning/pzservices/pud-cases">https://www.phoenix.gov/pdd/planning-zoning/pzservices/pud-cases</a> within 5 working days of the filing or revision of a complete application.

#### CITIZEN PARTICIPATION REPORT

The purpose of the Citizen Participation Report is to ensure that applicants pursue early and effective citizen participation in conjunction with their rezoning application, giving them the opportunity to understand and try to mitigate any impacts their application may have on the community; ensure the citizens and property owners of Phoenix have an adequate opportunity to learn about rezoning applications that may affect them and to work with applicants to resolve concerns at an early stage of the process; and facilitate ongoing communication between the applicant, interested citizens and property owners, City staff, and elected officials throughout the application review process. A Citizen Participation Report is required to be submitted a minimum of two week prior to the first public hearing body (e.g. Village Planning Committee) that will be providing a recommendation. See the Citizen Participation Report Checklist for instructions (page 23).

#### NEIGHBORHOOD MEETINGS AND NOTIFICATION PROCEDURES

All PUD requests are required to hold a neighborhood meeting. A second neighborhood meeting will be required if there are unresolved issues. It is recommended that the applicant hold additional neighborhood meetings following any substantial revisions to the development narrative.

The following shall be submitted prior to or at the post-application meeting and as part of the Citizen Participation Report:

#### Notification Letter Requirements

Notification letters shall be mailed or emailed for all neighborhood meetings (page 24-28). The letters shall be sent within 10 working days of filing the application and a minimum of 10 calendar days prior to the meeting. The applicant is required to mail or email meeting notifications to:

- 1. All property owners within 600 feet of the subject site,
- 2. The nearest resident within the four quadrants to the subject site, and
- 3. All neighborhood associations registered with the City that are within a one-mile radius of the subject site. Use the Zoning Notification search option: https://www.phoenix.gov/nsd/programs/neighborhood-coordination

#### Notarized Affidavit of Notification

A list of the property owners and associations contacted, a copy of the letter sent with attachments, and a notarized affidavit stipulating to the notice must be submitted to zoning staff within 10 working days following the meetings.

#### Meeting Summary

The results of the neighborhood meetings shall be summarized and submitted to staff within 5 working days following the neighborhood meeting or at the post-application meeting. It is the applicant's responsibility to work with the neighbors to try and address their issues. The following information shall be included in the neighborhood meeting summary:

- 1. Date, time, and location of the meeting,
- 2. Number of participants (sign-in sheet)
- 3. Issues that arose during the meeting, and
- 4. Plan to resolve the issues, if possible.

#### FIRST NEIGHBORHOOD MEETING

The first neighborhood meeting shall be held early in the PUD process. The applicant is required to mail or email a first neighborhood meeting notification letter (page 24), explaining their request and including appropriate review and comment opportunities. The letters shall be sent within 10 working days of filing the application and a minimum of 10 calendar days prior to the meeting.

#### CITY REVIEW OF DEVELOPMENT NARRATIVE AND REVISION PROCEDURES

Upon receipt of a complete application, staff will conduct a review of the development narrative and associated materials. The development narrative is routed to other city departments for review and comment. A staff planner is assigned to review the application, prepare the staff report, and will serve as the contact for any information pertaining to the application. The staff planner will contact the applicant in letter regarding any staff requested revisions to the development narrative. Once the development narrative is determined to be satisfactory, the staff planner will inform the applicant to proceed to the required second neighborhood meeting, required informational Village Planning Committee meeting, and will schedule the post-application meeting. Revision dates should be reflected on the cover page of the revised development narrative.

#### SECOND NEIGHBORHOOD MEETING

Once the development narrative is determined by staff to be satisfactory, the applicant shall hold a second neighborhood meeting and provide notification (page 26). The second neighborhood meeting requirement can be waived by the Planning Director upon a finding that special circumstances do not warrant the meeting. The letters should be sent a minimum of 10 calendar days prior to the meeting.

#### VILLAGE PLANNING COMMITTEE MEETINGS

The Village Planning Committee meetings are regularly scheduled, monthly public meetings. The applicant shall attend Village Planning Committee meetings on two separate occasions during the PUD process, as described below. Staff will notify the applicant to proceed to the meetings once the development narrative has been determined by staff to be satisfactory.

#### POSTING

The applicant is required to post a double-sided sign (pages 32-34), 4-foot by 8-foot, at a prominent location on the site a minimum of 15 calendar days prior to the first Village Planning Committee meeting. Multiple signs may be required depending on the size of the site and location of street frontages. As in the case of the written notices, the applicant shall submit a notarized affidavit of posting stating the sign has been posted and a photograph showing the sign on the site to the Zoning Counter, 6th Floor, Phoenix City Hall, 200 West Washington Street.

Signs shall be updated as needed. Continued cases shall be posted a minimum of 7 calendar days prior to continuance date. An additional affidavit of posting is required. Signs must be removed by the applicant within 7 calendar days of City Council action.

#### VILLAGE PLANNING COMMITTEE MEETING -

#### **INFORMATIONAL PRESENTATION AND NOTIFICATION PROCEDURES**

An informational presentation to the Village Planning Committee is required. The presentation should be held at the regularly schedule Village Planning Committee meeting held one month prior to the Village Planning Committee making a formal recommendation on the application. In the event of substantial revisions, it is recommended that the applicant attend additional Village Planning Committee meetings to update the committee as to the modification(s). Please coordinate with the Village Planner to schedule the informational presentation.

#### Posting Requirements

A sign shall be posted as indicated above a minimum of 15 calendar days prior to the meeting.

#### Notification Letter Requirements

Notification letters shall be mailed or emailed for the informational presentation at the Village Planning Committee meeting (page 28). The letters should be sent a minimum of 10 calendar days prior to the meeting. The applicant is required to mail or email meeting notifications to:

- 1. All property owners within 600 feet of the subject site,
- 2. The nearest resident within the four quadrants to the subject site, and
- 3. All neighborhood associations registered with the City that are within a one-mile radius of the subject site. Use the <u>Zoning Notification</u> search option: <u>https://www.phoenix.gov/nsd/programs/neighborhood-coordination</u>

#### Notarized Affidavit of Notification

A list of the property owners and associations contacted, a copy of the letter sent with attachments, and a notarized affidavit stipulating to the notice must be submitted to zoning staff within 10 working days following the meetings.

#### POST-APPLICATION MEETING

This meeting will be scheduled once staff determines the development narrative to be satisfactory. During this meeting staff shares formal recommendations/stipulations with the applicant. Review of zoning and development issues will be further identified. Village Planning Committee (recommendation), Planning Commission, and City Council hearing dates will be scheduled at this meeting. In the event a post-application meeting is not scheduled, the above information will be provided to the application via an informal meeting or email. The date of such correspondence will be documented on the sign language form.

#### VILLAGE PLANNING COMMITTEE MEETING – RECOMMENDATION AND NOTIFICATION PROCEDURES

Prior to any public hearing (Planning Commission, City Council), the application will be reviewed at the regularly scheduled <u>Village Planning Committee monthly meeting</u>. Staff will inform the applicant of the Village Planning Committee date. Staff will provide the committee and the applicant a copy of the staff report prior to this meeting. The Village Planning Committee will make a recommendation on the case, which will be forwarded to the Planning Commission.

#### PLANNING COMMISSION ACTION – PUBLIC HEARING

This public hearing occurs approximately three to five weeks after the Village Planning Committee recommendation. During this public hearing, the PUD application will be reviewed and either approved, approved with stipulations, denied, denied and approved differently than requested, or continued. Planning Commission hearings will be legally advertised and posted a minimum of 15 calendar days prior to the hearing. PUD applications shall not be heard by the Zoning Hearing Officer.

#### Appeals

- Action taken by the Planning Commission can be appealed by the applicant or interested parties within 7 calendar days. Appeals will be forwarded to the City Council for a public hearing.
- Opposition petitions submitted no later than 7 calendar days following the Planning Commission hearing can require <sup>3</sup>/<sub>4</sub> vote, rather than a majority vote, for the City Council to approve the application.
- If no appeal, ordinance adoption occurs at the scheduled City Council hearing.
- The City Council may, by a majority vote; 1) request a public hearing on a Planning Commission recommendation request that has not been appealed or, 2) send the case back to either for further consideration. If a hearing is requested, it must first be re-advertised and posted.

#### **CITY COUNCIL ACTION – PUBLIC HEARING**

During this public hearing, the PUD application will be reviewed and either approved, approved with stipulations, denied, denied and approved differently than requested, or continued. The applicant will be sent a letter following City Council action.

If approved, the applicant may continue with the development review process.

#### AMENDMENTS TO AN APPROVED PUD

The criteria for Major and Minor Amendments are located in Planned Unit Development District section of the Zoning Ordinance (page 54-55).

#### Major Amendments

A Major Amendment to an approved PUD requires that the applicant modify the latest approved Development Narrative located on file at the Zoning Counter.

#### Major Amendment Fee: Same as the original PUD application fee

#### **Minor Amendments**

Minor Amendment requests should be addressed in a letter, including relevant supplemental materials, to the Planning Director with fee.

#### Minor Amendment Fee: See Fee Schedule for applicable fees.

\*\*An applicant may receive a clarification from the city of its interpretation or application of a statute, ordinance, code or authorized substantive policy statement. To request clarification or to obtain further information on the application process and applicable review time frames, please call 602-262-7131 (option 6), email zoning@phoenix.gov or visit our website at <u>https://www.phoenix.gov/pddsite/Pages/pddlicensetimes.aspx</u>.



## CITIZEN PARTICIPATION REPORT CHECKLIST

## COMPLETION OF THE FOLLOWING IS NECESSARY PRIOR TO THE FIRST PUBLIC MEETING:

1.	<u>Cover Page</u> Attach a cover page titled "Citizen Participation Final Report," and include the case number, project name, location, and application submittal date.
2.	Description Provide a brief description of the proposed project.
	Example: We are requesting to rezone from to PUD (Planned Unit Development_ to allow
3.	List dates that notification letters and meeting notices were mailed/emailed, newsletters, and other publications were posted and/or advertised, or other outreach efforts.
4.	Attach a map delineating the specific areas where residents and property owners who were notified are located.
5.	Provide a copy of the all notification letters sent out, the mailing lists, and the notarized affidavits. A copy of the neighborhood notification letter documents shall also be provided prior to or at the post- application meeting.
6.	If applicable, identify dates and locations of all meetings where citizens were invited to discuss the proposal.
7.	<ul> <li>Provide a summary of neighborhood meeting/s, and any other outreach efforts conducted. The neighborhood summary must include the following: <ul> <li>a. Date, time, and location of the meeting</li> <li>b. Number of participants</li> <li>c. Issues that arose during the meeting</li> <li>d. Plan to resolve the issues, if possible</li> </ul> </li> <li>Shall also be provided prior to or at the post-application meeting.</li> </ul>
8.	State concerns, issues, and problems the applicant is unable or unwilling to address and why.

9. Specifically identify how the proposal has been revised to address public concerns.

## **IMPORTANT NOTE:**

# COMPLETED PUBLIC PARTICIPATION REPORT IS REQUIRED A MINIMUM OF <u>TWO WEEKS</u> PRIOR TO THE FIRST PUBLIC MEETING. FAILURE TO PROVIDE THE REPORT MAY RESULT IN DELAYS TO THE PUBLIC MEETING SCHEDULE.

## Standard First Neighborhood Meeting Letter

For additional information, please call the Planning and Development Department at 602-262-7131, option #6.

## FIRST NOTICE: WITHIN 10 WORKING DAYS OF FILING THE APPLICATION AND A MINIMUM OF 10 CALENDAR DAYS PRIOR TO THE MEETING (Sample letter starts below)

## [DATE]

#### Dear Property Owner or Neighborhood Association representative:

The purpose of this letter is to inform you that \_\_\_\_\_\_ has recently filed a rezoning request for an approximately \_\_\_\_\_ acre site located at \_\_\_\_\_\_, rezoning case number Z-\_\_-, to change the zoning from \_\_\_\_\_ to Planned Unit Development (PUD). I/We would like to invite you to a neighborhood meeting to discuss this rezoning request and proposed development.

Attached is a copy of the cover page of our application, the site plan and elevations (site plan and elevations required for requests of 20 acres or less). A copy of the entire PUD Development Narrative containing the complete details of this request is on file with the City of Phoenix Planning and Development Department and available on-line at <a href="https://www.phoenix.gov/pdd/planning-zoning/pzservices/pud-cases">https://www.phoenix.gov/pdd/planning-zoning/pzservices/pud-cases</a>. The following describes our request:

**Proposed change:** Brief description of development, including, at a minimum, proposed uses, height, density/intensity, lot coverage, and setbacks.

Existing use: Describe what is on the site today, how it is designated on the General Plan, and how it is zoned.

#### The neighborhood meeting will be held on DAY, DATE, at TIME at LOCATION.

You are invited to attend this meeting to learn about the project and proposed zoning. If you are unable to attend, please contact me or one of my staff at [email/phone number] to learn more about the case and express your concerns. The City of Phoenix Village Planner assigned to this case is **[name]** and can be reached at [email/phone number]. This planner can answer your questions regarding the City review and hearing processes as well as the staff position once their report is complete. You may also make your feelings known on this case by writing to the City of Phoenix Planning and Development Department, 200 West Washington Street, 2nd Floor, Phoenix, Arizona 85003, referencing the case number. Your letter will be made part of the case file.

Please be advised that meetings and hearings before the \_\_\_\_\_\_ Village Planning Committee and the Planning Commission are planned to review this case. Specific meeting and hearing dates have not yet been set. You should receive a subsequent notice identifying the date and location of the meeting/hearings when they have been scheduled.

Again, I would be happy to answer any questions or hear any concerns that you may have regarding this proposal. You may reach me at [email/phone number].

Sincerely,

Developer or representative's name

Attachment/s

For information on this and other projects proposed in your neighborhood, you can visit the City of Phoenix's My Community Map website at: <u>https://www.phoenix.gov/pddsite/pages/my-community-map.aspx</u>.



## **Site Posting Requirements**

Below are the requirements for posting of rezoning/special permit cases. For additional information, please call the Planning and Development Department at (602) 262-7131, option #6.

In order to assist in providing adequate notice to interested parties, the applicant for rezoning hearings shall erect, not less than 15 calendar days prior to the date of the first Village Planning Committee meeting, a double-sided sign giving notice of the date, time and place of the tentatively scheduled hearings. The sign shall also include the nature of the request as contained on the formal rezoning application. The size and format of this sign shall be as described by the Planning and Development Department. Such notice shall be clearly legible, double-sided, and placed at a prominent location on the site, perpendicular to the street, generally adjacent to the public right-of-way, unless otherwise directed. Multiple signs may be required depending on the size of the site and location of street frontages.

It shall be the **responsibility of the applicant** to erect and to maintain the sign on the subject property and to maintain all information on the sign in a clear legible manner until the final disposition of the case. It is **also the applicant's responsibility** to post any continuance dates a minimum of seven calendar days prior to the continued date and update the additional hearing dates following the continuance (provide <u>affidavit</u>, see page 34). This responsibility includes removal of the sign after City Council action on the case.

After the sign has been posted, the applicant or their representative must submit an affidavit of posting and a photograph of the site posting.

Site posting specifications and instructions are continued on the next page.

8' 0"

Rezoning Case	DNING H e No:	1EARIN(	Ĵ
Zoning Change From: Acreage: Location: Proposal:	To:		GRAPHICS (if needed)
INFORMATIONAL MEETING VILLAGE PLANNING COMMITTEE Village Name	VILLAGE PLANNING COMMITTEE Village Name	PLANNING COMMISSION	IF APPEALED FROM PLANNING COMMISSI CITY COUNCIL
LOCATION	LOCATION	City of Phoenix Council Chambers 200 West Jefferson Street Phoenix, AZ 85003	City of Phoenix Council Chambers 200 West Jefferson Stre Phoenix, AZ 85003

#### SITE POSTING SPECIFICATIONS

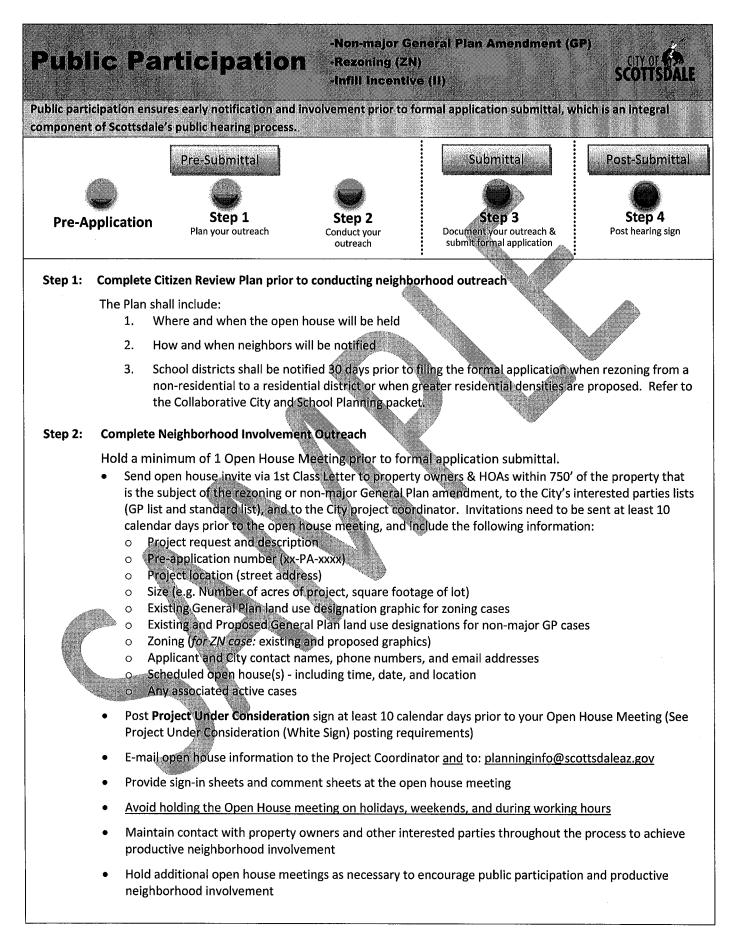
- 1. 4 feet X 8 feet in size.
- 2. Each sign shall be mounted to two posts. Sign shall be attached to posts using at least six 2-inch long corrosion resistant screws. Signs may be attached to the face of the posts or installed into grooves cut into the posts; either construction method requires six screws per sheet of plywood or MDF (medium density fiberboard).
- 3. Laminated 5-ply plywood or MDF.
- 4. Front, back, and all edges painted with two coats of white exterior acrylic enamel.
- 5. Black lettering may be vinyl or black paint sized proportionally with reference to characters on sign template drawing supplied with order.
- 6. The following shall be printed large enough to be visible from a distance of 100 feet:
  - The word "ZONING"
  - Existing zoning district
  - Proposed zoning district
  - Date and time of the meetings/hearings
- 7. Signs attached to two 4-inch x 4-inch x 8-foot wood posts placed at least 18 inches, but not more than 24 inches into the ground.
- 8. Sign to be placed perpendicular to the street unless directed otherwise at time of order.
- 9. Signs must utilize the above template.

#### SITE POSTING INSTRUCTIONS

- Post site at least 15 calendar days prior to date of first public meeting or hearing. Post any continued dates at least seven calendar days prior to the next public meeting or hearing. Remove sign within seven calendar days of City Council action.
- 2. You may use the sign vendor of your choice.
- 3. TWO WEEKS PRIOR TO HEARING, send to the City of Phoenix Planning and Development Department
  - a) Notarized affidavit of posting (see Page 34)
    - b) Photo of sign posted on site with all sign text legible

#### ADD THE FOLLOWING TO THE BOTTOM OF THE SIGN:

Further information available at: https://www.phoenix.gov/pddsite/pages/my-community-map.aspx



## ATTACHMENT A

## **Public Participation**

-Non-major General Plan Amendment (GP) -Rezoning (ZN) -Infill Incentive (II)



### Step 3: Complete and include a Neighborhood Involvement Report (GP)/Citizen Review Report (ZN) and Citizen Review Plan with application submittal The Report shall include:

- A. Details of the methods used to involve the public including:
  - 1. A map showing the number of and where notified neighbors are located
  - 2. A list of names, phone numbers/addresses of contacted parties (e.g. neighbors/property owners, School District representatives, and HOAs)
  - 3. The dates contacted, how they were contacted, and the number of times contacted
  - 4. Copies of letters or other means used to contact property owners and other interested parties, school districts, and HOAs; along with copies of all comments, letters, and correspondence received
  - 5. List of dates and locations of all meetings (e.g. open house meetings, meetings with individual/groups of citizens, and HOA meetings)
  - 6. The open house sign-in sheets, a list of all people that participated in the process, and comment sheets, along with a written summary of the meeting
  - 7. The completed affidavit of sign posting with a time/date stamped photo (form provided)
- B. A written summary of the public comments including: project aspects supported of issue or concern and problems expressed by citizens during the process including:
  - 1. The substance of the comments
  - 2. The method by which the applicant has addressed or intends to address the comments identified during the process
- Step 4: Post public hearing sign at least 15 calendar days prior to public hearing (see Public Hearing (Red Sign) posting requirements), and submit the completed affidavit of sign posting with a time/date stamped photo

## City will conduct additional public notification

- Mailing out postcards to the City's standard interested parties list and property owners within 750 feet of the property that is the subject of the rezoning or non-major General Plan amendment
- Publishing required legal ad in newspaper
- Posting case information on the City website
- Posting case information on social media
- Sending case information to email subscribers

## **Related Resources:**

- Project Under Consideration Sign Posting Requirements
- Affidavit of Posting
- Public Hearing Sign Posting Requirements
- Collaborative City and School Planning Packet
- Zoning Ordinance Sec. 1.305.C (Citizen Review Process)
- City of Scottsdale General Plan 2001
- Interested Parties List

## Site Posting Requirements

CITY OF			
COTTSDALE	For Early Notification of	of Project Under (	Consideration (White Sign
	SITE POSTING SPECIFICATIONS	Lettering Size	SITE POSTING INSTRUCTIONS
	Early Notification of Project Under Consideration	3½" Bold Letters	<ol> <li>Post site at least 10 days prior to the 1<sup>st</sup> open house meeting or within 10 days of</li> </ol>
Date: Time:	Neighborhood Open House Meeting	2" Bold Letters	submittal, whichever is sooner. Please cal your Project Coordinator if you have questions.
Location	:	1" Bold Letters	2. <u>Provide the following proof of posting in</u> the Citizen Review/ Neighborhood
Site Address:	Scottsdale, AZ	1½" Bold Letters	Involvement Report:
Project Overview:	**************************************	-	a) Notarized affidavit of posting b) Date/Time stamped photo of sign
<ul> <li>Request:</li> <li>Description</li> <li>Site Acression</li> </ul>	on of Project and Proposed Use:	1" Bold Letters	<ol> <li>Sign may be removed when red hearing sign is posted. Applicant is responsible for sign removal.</li> </ol>
Site Zonir Applicant/Contac	- 	1½" Bold Letters	<ol> <li><u>The request shall clearly state the correct</u> application type(s) that will be submitted (e.g. Zoning District Map Amendment,</li> </ol>
Phone Number: Email Address:	Phone Number: Email Address:		Conditional Use Permit, etc.) and purpose 5. The City's pre-application number shall be included on the sign.
Pre-Application #:		1" Bold Letters	Possible Sign Vendors
Posting Date:	ving or defacing sign prior to posting hearing notification sign	%" Bold Letters	You may use the sign vendor of your choice. This list is not an endorsement. You may use any sign provider.
- Applicant Respo	nsible for Sign Removal		1. Scottsdale Signs (Sign-A-Rama) 480-994-4000
	plywood, MDO board, or other weather resistant material , and all edges painted with two coats of white acrylic exterior	r enamel, or be an integral	2. Dynamite Signs 480-585-3031
4. Black lette	ring sized per above (decals)		Revision Date: 5/1/201
<ol><li>Sign attach</li></ol>	ned with 6 screws to 2 - 4" x 4" x 8' wood posts, or 2 - 2" metal	posts	

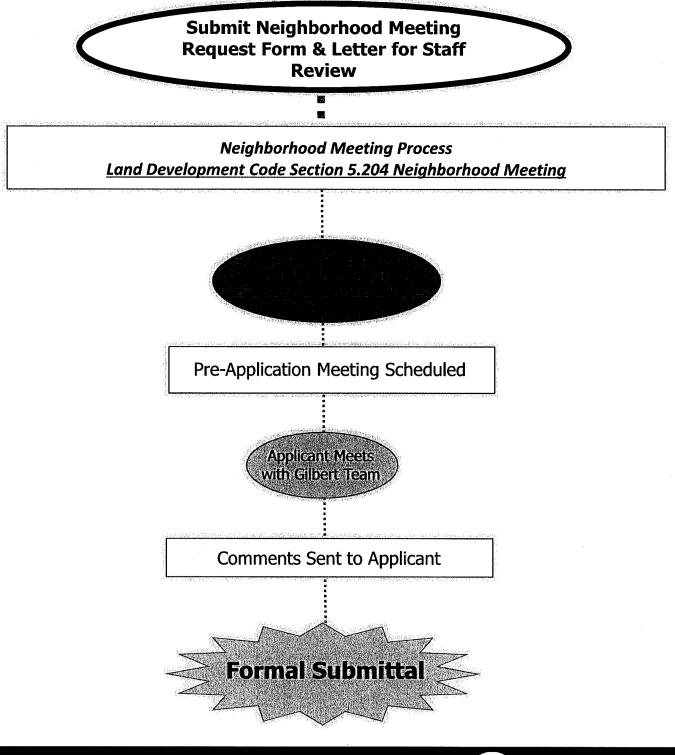
200

Planning and Development Services + 7447 East Indian School Road, Suite 105, Scottsdale, Arizona 85251 + www.ScottsdaleAZ.gov

			Site Po	osting Requirements
SCOTTSDALE		For Planning Co	ommission a	nd City Council (Red Sign)
	SITE POSTING SPECIFICATION	ONS	Lettering Size	SITE POSTING INSTRUCTIONS
CITY OF CAR	City of Scottsdale  PUBLIC NOTICE	scan, CANASO snap, Save States	1" Bold Letters 5"x5" QR Code	1. Post the sign on site approximately 20 days prior, but not less than 15 days prior to the Planning Commission Hearing date.
CITY HA	ING/PUBLIC	ter Boulevard	4" Bold Letters	2. The sign shall be updated with the City Council hearing date and time approximately 20 days prior, but not less than 15 days prior to the hearing date. Please call your Project Coordinator if you have questions.
	OUNCIL: 5:00	P.M., (DATE)		3. <u>Provide the following proof of posting in the</u> <u>Citizen Review/ Neighborhood Involvement</u> <u>Report:</u>
	UMBER:			a) Notarized affidavit of posting b) Date/Time stamped photo of sign
Project Location: Applicant Contact (name) (phone number)		4	%" Bold Letters	<ol> <li>Sign may be removed after the City Council hearing date that a determination has been made, or after the withdrawal of an application.</li> </ol>
(email)	(email)			Possible Sign Vendors
	Case File Available at City of Scottsdale, 48 mation may be researched at: https://eservices.scotts /ing or defacing sign prior to date of last hearing. App	sdaleaz.gov/bidgresources/Cases		You may use the sign vendor of your choice. This list is not an endorsement. You may use any sign provider.
		Posting Date: (DATE)		1. Dynamite Signs 480-585-3031
3. Front, ba 4. White let	d plywood, MDO board, or other weather ck, and all edges painted with two coats o tering sized per above (decals)	f red acrylic exterior enamel, c	or an integral red color	2. Scottsdale Signs (Sign-A-Rama) 480-994-4000 Revision Date: 6/27/2019
5. Sign attac	ched with 6 screws to 2 - 4" x 4" x 8' wood	l posts, or 2 - 2" metal posts		

Planning and Development Services + 7447 East Indian School Road, Suite 105, Scottsdale, Arizona 85251 + www.ScottsdaleAZ.gov

## General Plan/Rezone Pre-Application & Neighborhood Meeting



## PROCESS GUIDE



## General Plan/Rezone Pre-Application & Neighborhood Meeting

- General Plan / Rezoning amendments require at least one neighborhood meeting. Minutes of the neighborhood meeting shall be sent to town staff and all individuals who signed the attendance sheet.
- Pre-Application review required for General Plan amendment / rezoning.
- Applicants requesting modifications may be required to provide additional written notice to adjacent properties, describing how said properties would be specifically impacted by such modifications.
- Pre-Applications accepted daily until 6 p.m. Monday-Thursday at 90
   E. Civic Center Drive
- Pre-Application meetings are scheduled for the next available meeting date (typically Monday afternoons 2-5 p.m.).
- Neighborhood meetings shall <u>not</u> be scheduled in conflict with scheduled <u>Town Public Meeting dates</u>
- Useful Links on Gilbert's Planning & Development webpage:
  - Development Fee Schedule
  - Planning Division Project Review Timelines
  - General Plan Character Area Map
  - Zoning and Land Development Code
  - Zoning Map Noting Overlay Zoning Districts
  - <u>Commercial Design Guidelines</u>
  - Industrial/Employment Design Guidelines
  - Heritage District Design Guidelines
  - <u>Gateway Streetscape Guidelines</u>
  - Trail Design Guidelines
  - <u>Street Theme District Tree Map</u>
  - <u>System Development Fees Area Map</u>
  - Gateway Area Traditional Neighborhood Design Guidelines
  - <u>Residential Design and Development Guidelines</u>
  - Engineering Standards



## **General Plan Amendment/Rezoning Pre-Application**

## Submittal Formatting, Required Materials and Checklist:

- □ Over the Counter Submittal:
  - □ Submit electronic copy of ALL required items on checklist. (No 24" x 36")
  - □ Submit a hard copy (8.5" x 11 or 11" x 17" only) of the entire packet with the electronic copy and payment. (No 24" x 36")
  - □ Purge images of unnecessary blocks and layers (single layer).
  - □ Save each exhibit as a separate PDF per document naming below.

## **Document Naming:**

- □ Exhibit 1: Application
- □ Exhibit 2: Project Narrative
- □ Exhibit 3: Parcel/Aerial Map
- □ Exhibit 4: General Plan Exhibit
- □ Exhibit 5: Zoning Exhibit
- Exhibit 6: Development Plan Exhibit (if proposing a Planned Area Development)
- Exhibit 7: Neighborhood Meeting Materials

## Checklist

## **Exhibit 1: Application**

□ Must be fully completed and signed.

## Exhibit 2: Project Narrative

## **General Plan Amendment**

- □ Project Narrative should be typed in a 12pt font and no more than 5 pages in length
- □ Description of proposed General Plan changes;
- Explanation on how the proposed change is compatible with adjacent properties and other elements of the General Plan; and

## Conventional Rezoning

- □ Project Narrative should be typed in a 12pt font and no more than 5 pages in length
- □ Description of proposed project;
- Description of proposed base zoning districts and uses; and
- □ Information on how the project complies with the General Plan and any other adopted plans or zoning requirements

## With PAD Overlay

- □ Description of proposed project;
- Description of proposed base zoning districts and uses;
- □ Justification for proposed zoning modifications and/or standards; and
- Information on how the project complies with the General Plan and any other adopted plans or zoning requirements

## Exhibit 3: Parcel Map/Aerial Map

- □ Maricopa County Assessor Parcel Map (8.5" x 11" Highlight project area and provide parcel number (s)
- □ Aerial with Parcel Boundary

1-6-20

## Exhibit 4: General Plan Exhibit

- □ Vicinity Map;
- □ Graphic scale, north arrow, exhibit date;
- □ Existing roadways/ right-of-ways;
- □ Black and white line drawing of proposed land use classification gross boundaries;
- Adjacent land use classifications, adjacent properties, and structures within 300 feet;
- □ Project data table including: gross acres, current and proposed General Plan classification(s) and percent of total acreage in each land use classification.

## Exhibit 5: Zoning Exhibit

## **Conventional Rezoning**

- □ Vicinity Map;
- □ Graphic scale, north arrow, exhibit date;
- □ Black and white line drawing of proposed zoning district gross boundaries;
- □ Adjacent rights-of-way and easements showing existing (use dash lines) and future improvements (use solid lines);
- □ Availability of public utilities;
- □ Adjacent zoning districts, adjacent properties, and structures within 300 feet;
- Project data table including: gross and net acres; density (based on gross acres); current and proposed base zoning district(s) and General Plan classification(s); and percent of total acreage in each base zoning district

## With PAD Overlay

- □ Vicinity Map;
- □ Graphic scale, north arrow, exhibit date;
- □ Black and white line drawing of proposed zoning district gross boundaries;
- □ Adjacent rights-of-way and easements showing existing (use dash lines) and future improvements (use solid lines);
- □ Proposed points of access to streets and adjacent properties;
- □ Conceptual drainage;
- □ Availability of public utilities;
- □ Conceptual site plan and/or layout;
- □ Off-site improvements, if any;
- □ Project phasing, if applicable; and
- Project data table including: gross and net acres; density (based on gross acres); current and proposed base zoning district(s) and General Plan classification(s); percent of total acreage in each zoning category; modified development standards (i.e., setbacks, height, lot coverage and dimensions) showing both proposed and existing standards; approximate number of dwelling units (residential only); approximate square footage of proposed non-residential uses; minimum setbacks and lot coverage and open space/landscape retention areas and percentages

## Exhibit 6: Development Plan Exhibit

## **Exhibit 7: Neighborhood Meeting Materials**

- □ Neighborhood notice letter approved by Principal Planner;
- □ Signed affidavits of mailing and sign posting;
- □ Map and notification list;
- □ Meeting minutes and attendance sheet;

**NOTE:** A Pre-Application meeting <u>will not</u> be scheduled until all pieces of Exhibit 7 is provided.



## **Neighborhood Meeting Request Form**

Description (Proposal Name)		
Address or Location:		·
Tax Parcel Numbers:		Gross Acres:
Request: General Plan Ame	endment	Subsequent meeting
Proposed Meeting Date*:		
Proposed Meeting Time*: Proposed Meeting Place: (include address and room number where applicable)		
Current General Plan Land Use Classification		Proposed General Plan Land Use Classification
Current Zoning District:		Proposed Zoning District:
General Plan Character Area:	Santan Gateway	Heritage District
Overlay Zoning District:	Santan Fi	reeway Corridor 🔲 Phx/Mesa Gateway Airport 🗍 Vertical Development
Applicant/Contact: (All information m	ust be provi	ded)
Company:		
Contact:		E-mail:
Address:	<u></u>	
City, Zip: Phone:		
		Business Mobile Home Other
Signature:		Date:
shall not be scheduled in conflict wit	h schedule <b>; place, dat</b>	re subject to staff review and approval. Meetings d Town public meeting dates. It is the applicant's e and time, and confirm this information with the od meeting and posting sign.
	Che	cklist
Email to the Planning Technician (s the following: Neighborhood Meeting Reques Project Site Map Notice of Neighborhood Meetin A map & property owner inform Maricopa County Assessor web	t Form g Letter ation for no	novotny@gilbertaz.gov eighborhood mailing obtained from the

For questions, please call (480) 503-6602.

## Sample Letter, Sign Criteria and Affidavits

## Notice of Neighborhood Meeting

Date

Dear Neighbor,

You are cordially invited to a neighborhood meeting regarding a proposed General Plan Amendment / Rezoning in your area.

The property is approximately XXX acres and located at the XX corner of XX and XX (See attached map). Our request will be for the Town of Gilbert to amend the General Plan from the current land use classification of XXX to XXX [*i.e. Residential 0 – 1 du/ac to Neighborhood Commercial (NC)*] and to rezone the property from the current zoning classification of XXX to XXX, which could allow X development [*i.e. Single Family Residential-*7 (SF-7) to Neighborhood Commercial (NC), which would allow commercial development]\*. A neighborhood meeting will be held at the time and place listed below to discuss the proposed changes and answer any questions you may have. If we elect to proceed with our application there will be future public hearings before the Town of Gilbert Planning Commission and Town Council, and you will be notified of those hearings.

The neighborhood meeting will be held:

## Day, Month XX, Year 6:00 PM Meeting Location & Address

If you have any questions regarding this Pre-Application Neighborhood Meeting, please contact XX at XXX, (XXX) XXX-XXXX [*i.e. John Doe at Doe Development Corp.,* (480) 123-4567]\*.

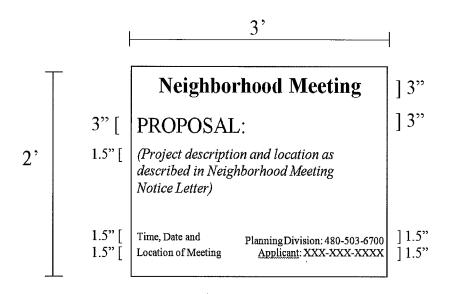
Sincerely,

John Doe

Attachment: Project site map

(\* Examples given for clarification purpose only)

## Criteria for Neighborhood Meeting Sign (Minimum Dimensions)



- Colors: Body to be Brilliant Yellow and lettering to be Flat Black.
- Height: Sign must be 6 feet from finished grade to the top of the sign.
- Contact the Planning Department regarding placement and number of signs.
- Sign(s) must be placed within 25 feet of the largest adjacent street(s).
- Applicant must post sign at least 10 calendar days prior to the meeting date.
- Applicant must remove sign within 10 working days after the Neighborhood Meeting.

## Affidavit of Neighborhood Notice

The undersigned Applicant has complied with the Town of Gilbert's Neighborhood Meeting notification requirements for the General Plan/Rezoning proposal, located at \_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 201\_\_\_\_, 201\_\_\_\_, 201\_\_\_\_, 201\_\_\_\_\_\_, 201\_\_\_\_\_\_, 201\_\_\_\_\_, 201\_\_\_\_\_, 201\_\_\_\_\_, 201\_\_\_\_\_, 201\_\_\_\_\_, 201\_\_\_\_\_, 201\_\_\_\_\_, 201\_\_\_\_\_, 201\_\_\_\_\_, 201\_\_\_\_\_\_, 201\_\_\_\_, 20

My Commission expires: \_\_\_\_\_

## Affidavit of Sign Posting

The undersigned representative on behalf of the applicant has complied with the Town of Gilbert's Neighborhood Meeting notification requirements for the General Plan / Rezoning proposal, located at \_\_\_\_\_\_ on this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 201\_\_\_.

(See attached photo exhibit of posted sign)

Sign Company Name

Sign Company Representative

\_\_\_\_\_

Subscribed and sworn to me on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ by

IN WITNESS WHEREOF, I Hereto set my hand and official seal.

Notary Public

My Commission expires: \_\_\_\_\_



## Work Type: Pre-Application Work Class: General Plan/Rezoning

Description (Pro	posal N	ame):							
Address or Loca	tion:								
Tax Parcel Num	bers:				Gro	Gross Acres:			
Request:		General F	Plan A	mendment		Rezo	ning		
Date of Neighbo	orhood	Meeting							
Current General Plan Land Use Classification Current Zoning District:					Proposed G Plan Land L Classificatio Proposed Z District:	Jse on	I 		
General Plan Ch (if applicable)	aracter	Area:		Santan Gateway				Heritage District Morrison Ranch	
Overlay Zoning I	District:			Santan Fre	eway Corric	dor		Phx/Mesa Gateway Airport Vertical Development	
Property Owner:	(All inf	ormation n	nust k	be provided	)				
Name (print): Address: City, Zip:					E-mail:				
Phone:					🔄 📙 Busi	ness	Mo	bile Home Other	
Signature*: *If signature is no	ot provide	ed above, a	letter	of authoriza	Date: tion from the	prope	rty owr	ner is required.	
Applicant/Conta	ct: (All	informatio	n mu	st be provid	ed)				
Company: Contact: Address:					E-mail:				
City, Zip:									
Phone:					🗌 Busi	ness	Mo	bile 🗌 Home 🗌 Other	
Signature:					Date:				
general grant of authority B. Unless specifically author practicable. C. This section does not prol D. A municipality shall not re E. This section may be enfo associated with the licens	ase a licensing does not cons ized, a munic hibit municipal quest or initia rced in a privi e application by not intentio	t decision in whole of titute a basis for in ipality shall avoid d I flexibility to issue I te discussions with ate civil action and to a party that previ	or in part i nposing a luplicatior licenses o a person I relief ma ails in an a	on a licensing require licensing requirement of other laws that d r adopt ordinances of about waiving that per about waiving that per y be awarded agains action against a mun	t or condition unless o not enhance regula codes. erson's rights. st a municipality. The cipality for a violation	the authorit atory clarity court may of this sec	ty specifica and shall award rea tion.	uthorized by statute, rule, ordinance or code. A Illy authorizes the requirement or condition. avoid dual permitting to the maximum extent asonable attorney fees, damages and all fees ion or dismissal pursuant to the municipality's	
G. This section does not abre	ogate the imm	unity provided by s	ection 12-	820.01 or 12-820.02	2				

# Town of Carefree

# CITIZEN PARTICIPATION ORDINANCE CITIZEN PARTICIPATION ORDINANCE

## Article 1. CITIZEN PARTICIPATION PLAN

## Section 1.01. When Required

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- Every application which requires a review by the Planning and Zoning Commission and/or Town Council shall include a citizen participation plan which must be implemented prior to the first meeting at which the application is reviewed, provided:
  - A. The Town Administrator shall have authority to waive requirements of this ordinance for minor variances and non-controversial applications.

## Section 1.02. Purpose

- 1. The purpose of the citizen participation plan is to:
  - A. Ensure that applicants pursue early and effective citizen participation in conjunction with their applications, giving them the opportunity to understand and try to mitigate any real or perceived impacts their application may have on the community.
  - B. Ensure that the citizens and property owners of Carefree have an adequate opportunity to learn about applications that may affect them and to work with applicants to resolve concerns at an early stage of the process.
  - C. Facilitate ongoing communication between the applicant, interested citizens and property owners, Town staff, and elected officials throughout the application review process.
  - D. The citizen participation plan is not intended to produce complete consensus on all applications, but to insure Carefree citizens have an opportunity to become informed and to participate in the early planning process.

## Section 1.03. Plan Requirements

- 1. At a minimum the citizen participation plan shall include the following information:
  - A. A list of residents, property owners, interested parties, political jurisdictions and public agencies that may be affected by the application.
  - B. A statement on how those interested in and potentially affected by an application will be notified that an application has been made.
  - C. A statement on how those interested and potentially affected parties will be informed of any proposed development, change, or amendment.
  - D. A statement on how those affected or otherwise interested will be provided an opportunity to discuss the applicant's proposal with the applicant and express any

concerns, issues, or problems they may have with the proposed development, change, or amendment in advance of the public hearing.

- E. A proposed schedule for completion of the citizen participation plan including specific dates and times.
- F. A statement on how the applicant will keep the Town informed on the status of their citizen participation efforts.

## Section 1.04. Who Should be Included in the Citizen Participation Plan

- 1. The level of citizen interest and area of involvement will vary depending on the nature of the application and the location of the site.
- 2. The list of parties to be included will be determined by the applicant and the Planning Department.
- 3. At a minimum, the requirements shall include the following:
  - A. Property owners within five hundred feet of the boundary line of the development site.
  - B. The head of any homeowners association within five hundred feet of the boundary line of the development site.
  - C. Other interested parties who have requested that they be placed on the notification list which is maintained by the Planning Department.
  - D. These requirements apply in addition to any notice provisions required in the zoning ordinance.

## Section 1.05. When Can the Citizen Participation Plan be Started

1. After the required pre-application meeting and consultation with the Planning Department staff, the applicant may submit a citizen participation plan and begin implementation prior to formal application provided the plan shall be submitted no later than the date of formal application.

## **Article 2. CITIZEN PARTICIPATION REPORT**

## Section 2.01. Written Report Required

- 1. A report is required whenever a citizen participation plan is required by this ordinance.
- 2. The applicant shall provide a written report on the results of their citizen participation effort prior to the scheduling of the application for review by the Planning and Zoning Commission or Town Council.

- 3. This report will be attached to the Planning Department's Case Summary report.
- 4. At a minimum, the citizen participation report shall include the following information:
  - A. A lists of ways the applicant used to involve the public.

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- B. Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal.
- C. A copy and list of all mailings including content, dates mailed, and numbers of mailings, including letters, meeting notices, newsletters and other publications;
- D. A description of where residents, property owners, and interested parties receiving notices, newsletters, or other written materials are located.
- E. The names and addresses of all people that participated in the process.
- F. A summary of concerns, issues and problems expressed during the process.
- G. The substance of the concerns, issues, and problems and how the applicant has addressed or intends to address these concerns, issues and problems.
- H. A list of the concerns, issues and problems the applicant is unwilling or unable to address and why.

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## TOWN OF CAREFREE PROPOSED CITIZEN PARTICIPATION PLAN CHECKLIST

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CHECKLIST	
DATE: PROJECT NAME:	
FILE NO:	
ZONING:	
REVIEWER:	
X In The Column Means The Information Is Needed Or Not Properly Addressed	
A written citizen participation plan is required	
Attach a cover page titled "Citizen Participation Plan" showing:         1. Project name         2. Address         3. General location, i.e., Northwest Corner of	
<ol> <li>Existing use of the property, i.e., vacant</li> <li>The request, i.e., to rezone the property from to</li> </ol>	
6. Owner's name, address, phone and fax	
7. Applicant's name, address, phone, and fax	
8. Contact name, address, phone, and fax	
<ul> <li>Provide a list of parties that may be affected by the application. The level of citizen interest and area of involvement will vary depending on the nature of the application and the location of the site. The final list of parties to be included will be determined by the applicant and the Planning Department.</li> <li>Residents and property owners within 500 feet of the boundaries of the application (this is minimum, a larger area may be required)</li> <li>The head of any homeowners' association within five hundred feet of the boundaries of the application (this is minimum, a larger area may be required)</li> <li>Other interested parties who have requested that they be placed on the notification list (check with the Planning Department)</li> <li>All cities, towns and Maricopa County that are within ¼ mile of the boundaries of the application (this is minimum, a larger area may be required)</li> <li>Wastewater service company</li> <li>Water service company</li> <li>Rural Metro</li> <li>A statement on how the above parties will be notified</li> </ul>	
A statement on how the above parties will be informed of any proposed amendments	
A statement on how the above parties will be provided an opportunity to discuss the applicant's proposal with the applicant in advance of any public hearing	
A proposed schedule for completion of the citizen participation plan including specific dates and times.	<u></u>
A statement on how the applicant will keep the Town informed on the status of their citizen participation efforts.	

## TOWN OF CAREFREE CITIZEN PARTICIPATION REPORT CHECKLIST

DATE:	
PROJECT NAME:	
FILE NO:	
ZONING:	
REVIEWER:X In The Column Means The Information Is Needed	
Or Not Properly Addressed	
A written citizen participation report is required.	
Attach a cover page titled "Citizen Participation Report" showing:	
1. Project name	
2. Address	
3. General location, i.e., Northwest Corner of	
4 Existing use of the property, i.e., vacant	
5. The request, i.e., to rezone the property from to	
6. Owner's name, address, phone and fax	
7. Applicant's name, address, phone, and fax	
8. Contact name, address, phone, and fax	
Provide a list of parties that were notified of the project.	
Provide a general description of where notified parties are located.	
Provide a list of ways the applicant used to involve the public.	
Provide a list of dates and locations of all meetings	1
1 Provide a conv of all mailings showing the date mailed	
2 List number of all mailings by type (letters, meeting notices, newsletters, etc.)	
Provide a list of parties that participated in the process.	
Provide a summary of concerns, issues and problems expressed during the process.	
Provide a detailed description of the concerns and how the applicant has addressed	
44	
Provide a detailed description of the concerns the applicant will not address and why.	

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## PUBLIC HEARING NOTIFICATION REQUIREMENTS

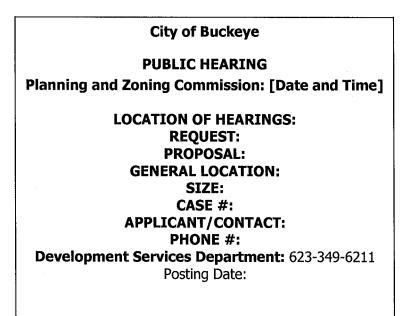
The City of Buckeye Development Code requires that a public hearing notice be published and mailed to adjacent property owners prior to a public hearing.

Prior to the public hearing the applicant shall be responsible for completing a minimum 15 day notification of the public hearing including:

- 1. A public hearing notice to be published in a newspaper of general circulation within the City of Buckeye;
- 2. A public hearing notice to be sent to all property owners within 300 feet of all property lines of the subject property; and
- 3. A public hearing notice to be posted on the property.
- The applicant shall secure a public hearing date from the Development Services Department and shall complete the notice of public hearing by filling in the blanks of a standard Development Services Department form and delivering the public hearing notice to the newspaper within their time frame so that the public hearing notice is published at least 15 days prior to the public hearing date.
- Proof of publication shall be supplied by the applicant to the Development Services Department prior to the public hearing date.
- The applicant shall secure the names and addresses of all property owners within 300 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than 15 days prior to the public hearing date.
- The applicant shall provide a notarized Affidavit of the mailing list and said mailing to the Development Services Department prior to the public hearing date.
- The applicant shall post the property per the City of Buckeye Development Services Site Posting Requirements.
- The applicant shall submit a notarized Affidavit of Posting and photographs of the posting (see next page) to the Development Services Department prior to or on the fifteenth day prior to the public hearing date. Failure to provide such documentation in a timely manner will result in continuance of the case to the next available public hearing date.
- The signs must be maintained and updated with amended information until after the final public hearing.
- The signs must be removed and disposed of within 10 days after the final public hearing.
- You may use a sign vendor of your choice

## **Public Hearing Notice Sign Specifications**

- The sign shall be a minimum of 3ft x 3ft in size.
- The sign shall be constructed of laminated coroplast, laminated plywood, or other suitable construction material.
- The sign shall have a white background with black lettering. The least expensive process is laminated direct printing.
- The minimum lettering size shall be 1/2 inch for lowercase and 1 inch for upper case.
- The words "Public Hearing" shall be a minimum of 2 inches in size. (Sign lettering should be formatted to match the example below).
- The content of the sign shall match the example below and include specific case details.
- The sign shall be securely fastened to wooden or metal stakes.
- The applicant is responsible for maintaining the integrity and accuracy of the sign.
- The height of the sign shall be at least 4 ft from finished grade to top of sign and shall not be obstructed from view.



SECTION 8.2 COMMON DEVELOPMENT REVIEW PROCEDURES SUBSECTION 8.2.3 STEP 3: DEVELOPMENT APPLICATION SUBMITTAL

#### H. Citizen Participation Plan

2.

- 1. Every application that requires a neighborhood meeting shall include a citizen participation plan that must be implemented prior to the first public hearing. The purpose of the citizen participation plan is to:
  - a. Ensure that applicants pursue early and effective citizen participation in conjunction with the application, giving them the opportunity to understand and try to mitigate any real or perceived impacts their applications may have on the community;
  - **b.** Ensure that the citizens and property owners of the City of Buckeye have an adequate opportunity to learn about applications that may affect them and to work with applicants to resolve concerns at an early state of the process, and
  - c. Facilitate ongoing communication between the applicant and interested citizens and property owners, City staff, and elected officials throughout the application review process.
  - The citizen participation plan is not intended to produce complete consensus on all applications, but to encourage applicants to be good neighbors and to allow for informed decision making.
- **3.** The citizen participation plan shall be submitted with the project application and shall include the following information at a minimum:
  - a. Which residents of the City, adjacent property owners, interested parties who have submitted a request to the City to be notified of any rezoning pursuant to ARS §9-462.02, adjacent political jurisdictions, and public agencies with jurisdiction over the subject property may be affected by the application;
  - **b.** How those interested in and potentially affected by an applicant will be notified that an application has been made;
  - c. How those interested and potentially affected parties will be informed of the substance of the change, amendment, or development proposed by the application;
  - **d.** How those affected or otherwise interested will be provided an opportunity to discuss the applicant's proposal with the applicant and express any concerns, issues, or problems they may have with the proposal in advance of the public hearing;
  - e. The applicant's schedule for the completion of the citizen participation plan, and
  - **f.** How the applicant will keep the Planning Department informed on the status of their citizen participation efforts.
- 4. The level of citizen interest and area of involvement will vary depending on the nature of the application and the location of the site. The target area for early notification will be determined for the applicant after consultation with the Planning Department. At a minimum, the target area shall include the following:
  - a. Property owners within the public notice area required by Section 8.2.6 of the Development Code;

SECTION 8.2 COMMON DEVELOPMENT REVIEW PROCEDURES

SUBSECTION 8.2.4 STEP 4: DETERMINATION OF APPLICATION COMPLETENESS

- **b.** The head of any homeowners association or registered neighborhood within the public notice area;
- c. Other interested parties who have requested that they be placed on the interested parties' notification list maintained by the Planning Department.
- 5. These requirements apply in addition to any notice provision required elsewhere in this Development Code.
- 6. Failure of any person or entity to receive notice shall not constitute grounds for any court to invalidate the actions of the municipality for which the notice was given.
- 7. The applicant may submit a citizen participation plan and begin implementation prior to formal application at their discretion. Submittal of a citizen participation plan shall not occur until after the required preapplication meeting and consultation with the Planning Department staff. The foregoing notwithstanding, applicants are encouraged to engage in early communication with the public.

## I. Citizen Participation Report

This section applies only when a citizen participation plan is required by this Development Code.

- 1. The applicant shall provide a written report on the result of their citizen participation effort prior to the notice of public hearing. This report will be attached to the Planning Department's staff report.
- **2.** At a minimum, the citizen participation report shall include the following information:
  - a. Details of techniques the applicant used to involve the public, including:
    - (i) Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal;
    - (ii) Content, dated mailed, and numbers of mailings including letters, meeting notices, newsletters and other publications;
    - (iii) Where residents property owners, and interested parties receiving notices, newsletters or other written material are located; and
    - (iv) The number of people that participated in the process.
  - **b.** A summary of concerns, issues and problems expressed during the process, including:
    - (i) The substance of the concerns, issues, and problems
    - (ii) How the applicant has addressed or intends to address concerns, issues and problems expressed during the process; and
    - (iii) Concerns, issues and problems the applicant is unwilling or unable to address and why.

## 8.2.4. Step 4: Determination of Application Completeness

**A.** After receipt of the development application, the Director shall determine whether the application is complete and ready for review.

Section 8.2 Common Development Review Procedures Subsection 8.2.5 Step 5: Application Review and Report

- **B.** If the application is determined to be complete, the application shall then be processed according to the procedures set forth in this Development Code. An application will be considered complete if it is submitted in the required form, includes all mandatory information and supporting materials specified in the application packet, and is accompanied by the applicable fee. A pre-application conference shall have been held, if required by this Development Code. The determination of completeness shall not be based upon the perceived merits of the application.
- C. If an application is determined to be incomplete, the Director shall provide notice to the applicant along with an explanation of the application's deficiencies. No further processing of an incomplete application shall occur until the deficiencies are corrected in a resubmittal.
- **D.** If any false or misleading information is submitted or supplied by an applicant on an application, that application will be deemed void and a new application must be submitted together with payment of applicable development review fees.

## 8.2.5. Step 5: Application Review and Report

After determining that a development application is complete, the Director shall refer the development application to the appropriate review agencies and planning staff, review the development application, and prepare a staff report. The staff report shall be made available for inspection and copying by the applicant and the public prior to the scheduled public hearing on the development application. The staff report shall indicate whether, in the opinion of the staff, the development application complies with all applicable standards of this Development Code. Conditions for approval may be recommended to eliminate any areas of noncompliance or mitigate any adverse effects of the development proposal.

## 8.2.6. Step 6: Notice

## A. Content of Notices

Notice of all public hearings required under this Article shall, unless otherwise specified in this Development Code: (1) identify the date, time, and place of the public hearing, (2) if applicable, describe the property involved in the application by street address, or legal description, or a general description and nearest cross streets; (3) describe the nature, scope, and purpose of the proposed action; (4) indicate that interested parties may appear at the hearing and speak on the matter; and (5) indicate where additional information on the matter may be obtained. If the matter to be considered applies to territory in a high noise or accident potential zone as defined under state law, the notice shall include a general statement that the matter applies to property located in such an area.

## B. Summary of Notice Requirements

The following Table 8.2-1 summarizes the notice requirements of the procedures in this Article.

SECTION 8.2 COMMON DEVELOPMENT REVIEW PROCEDURES SUBSECTION 8.2.6 STEP 6: NOTICE

$\checkmark$ = Notice Required									
Type of Application or Procedure	Section	Mailed	Published	Posted	Neighborhood Meeting				
Amendment to General Plan/Specific Area Plan	8.3.	~	1	$\checkmark$	$\checkmark$				
Amendment to Text of Development Code	8.4.	Mailed notice only required if covered by 8.2.6.D.2	$\checkmark$						
Amendment to Zoning Map (Rezoning)	8.5.	~	√	$\checkmark$	1				
Community Master Plan (CMP) and Planned Area Development (PAD)	8.6.	✓	1	$\checkmark$	1				
Conditional Use Permit	8.7.	~	1	$\checkmark$	1				
Minor Subdivision	8.8.6.								
Subdivision: Preliminary Plat	8.8.7.								
Subdivision: Final Plat	8.8.8.								
Final Plat Re-Plat	8.8.9								
Map of Dedication	8.8.10								
Site Plan: Administrative Review	8.9.3.								
Site Plan: Planning Commission Review	8.9.4.								
Temporary Use Permit	8.10.								
Variance	8.11.	√1	1	1					
Appeal of Administrative Decisions	8.13.		✓	$\checkmark$					
Annexation	8.16		1	~					

## A. Mailed Notice

When Table 7.2-1 requires that mailed notice be provided, the applicant shall provide the Director with a current list of applicable property owners and organizations as listed below. The applicant shall deposit notices into first-class mail at least 15 days prior to the scheduled date of the hearing. In computing such period, the day of posting shall not be counted, but the day of the hearing shall be counted. Written notice shall be provided by the applicant to all persons listed on the records of the County Assessor as owners of land subject to the application or as owners of the parcels within 300 feet of the outer boundary

SECTION 8.2 COMMON DEVELOPMENT REVIEW PROCEDURES SUBSECTION 8.2.6 STEP 6: NOTICE

of the land subject to the application. For any rezoning of an area greater than 20 acres, General Plan amendments, and CMPs, the 300-foot requirement shall be 500 feet. The applicant shall provide a written "Affidavit of Mailing" to the Development Services Department certifying that all required notices were timely mailed.

## B. Published Notice<sup>48</sup>

- 1. If published notice is required by Table 8.2-1, the applicant shall publish notice in a newspaper of general circulation in the area. The notice shall be published at least 15, but no more than 45, days before the scheduled hearing date. In computing such period, the day of posting shall not be counted, but the day of the hearing shall be counted. Any affidavit of publication provided by the newspaper shall be obtained by the applicant and given to the Development Services Department for their records.
- 2. If any application, proposed amendment, or proposed Minor Modification involves one or more of the following proposed changes or related series of changes,
  - **a.** A ten percent or more increase or decrease in the number of square feet or units that may be developed;
  - **b.** A ten percent or more increase or reduction in the allowable height of buildings;
  - An increase or reduction in the allowable number of stories of buildings;
  - **d.** A ten percent or more increase or decrease in setback or open space requirements; and/or
  - e. An increase or reduction in permitted uses.

the City shall provide notice in accordance with A.R.S. §9-462.04 via one of the following methods, as per the Director's or their designee's discretion:

- f. Notice shall be sent by first class mail to each real property, as shown on the last assessment, whose real property is directly governed by the changes, or;
- **g.** Notices shall be included as inserts within utility bills or other mass mailings that periodically include notices or other informational or advertising materials, or;
- **h.** The City shall publish such changes prior to the first hearing on such changes in a newspaper of general circulation in the City. The changes shall be published in a "display ad" covering not less than one-eighth of a full page.

## C. Posted Notice

Posted notice, if required by Table 8.2-1, shall be provided in the following manner: There shall be posting of at least two signs on the lot, parcel, or tract of land that is the subject of the application or proposed action by the City, and

SUBSECTION 8.2.7 STEP 7: PUBLIC HEARING

such signs shall remain on the property for a period of at least 15 days prior to the public hearing. All signs shall be removed no later than 10 days after the expiration of the above period. The applicant shall maintain the sign in good condition throughout the required posting period. The sign shall be posted in a prominent place, clearly visible from a major arterial street if the property abuts such an arterial street, or clearly visible from a collector street if the property abuts a collector street, or clearly visible to the most heavily traveled street or public way if the property does not abut an arterial or collector street.

## D. Constructive Notice

- 1. Minor defects in any notice shall not impair the notice or invalidate proceedings pursuant to the notice if a bona fide attempt has been made to comply with applicable notice requirements. Minor defects in notice shall be limited to errors in a legal description or typographical or grammatical errors that do not impede communication of the notice to affected parties. In all cases, however, the requirements for the timing of the notice and for specifying the time, date, and place of a hearing and the decision-making body shall be strictly construed. If questions arise at the hearing regarding the adequacy of notice, the decisionmaking body shall make a formal finding as to whether there was substantial compliance with the notice requirements of this Development Code.
- 2. When the records of the City document the publication, mailing, and posting of notices as required by this section, it shall be presumed that notice was given as required by this section.

## 8.2.7. Step 7: Public Hearing

A public hearing, if required under this Development Code, shall be conducted in accordance with the procedures adopted by the City of Buckeye.

## 8.2.8. Step 8: Decision and Findings

## A. Decision

After consideration of the application, the staff report, comments received from other reviewers (if applicable), and the evidence from the public hearing (if applicable), the decision-maker shall approve, approve with conditions, or deny the application based on its compliance with the applicable approval criteria, as described in Step 9 of the common development review procedures. Written notification of the decision shall be provided by the Director to the applicant. All decisions shall include:

	– Newspa	– Newspaper			
Public Notice Regirements	Publish 1/8 Page Display	# Days	Mail	Post Sign for 15 Days	
Zoning Text Amendments	Y	15	N		
Zoning Map Amendments / Rezonings	1	15	2, 5, 6	Y	
Variances	Y	15	2	Y	
Special Use Permits	Y	15	2	Y	
Temporary Use Permits	N		N	N	
Zoning Appeals	Y	15	2		
Planned Unit Developments (PUDs)	Y	15	2	Y	
Planned Area Developments (PADs)	Y	15	2, 5	Y	
Concept Plans	N		N	N	
Cut/Fill Waivers	N		N	N	
Hillside Protection Easements (HPEs)	N	-	N	N	
Subdivision Plats - Preliminary	Y	15	N	Y	
Subdivision Plats - Final	N		N	N	
Subdivision Plat - Condominium	N		N	N	
Subdivision Plat - Replat	Y	15	Y	Y	
Development Agreements	Y	15	Y	Y	
Comprehensive Sign Plans	N	-	N	N	
Temporary Visitor Permits	N		N	N	
Area Specific Plans	Y	15	Y	Y	
Administrative Use Permits	N		N	N	
A-Frame Sign Permit	-				
Grand Opening Banner Permits	N		N	N	
Minor General Plan Amendments	Y	15	2, 5		
Major General Plan Amendments	Y	4, 6	3, 5, 6		
V-Voc N-No	· ·	-, -			

Y=Yes N=No

1. Publish in Newspaper at least 15 Days prior to P&Z Public Hearing. Approval may go on Council Consent unless requested to have a Public Hearing. Then publish in Newspaper at least 15 Days prior to Council Public Hearing.

2. Mail public notices by 1st Class mail to surrounding property owners within 300' of the perimeter of the subject property.

3. Mail for review at least 30 Days prior to P&Z public hearing and 60 days prior to Town Council public hearing.

4. Place notices in newspaper after 60 day review.

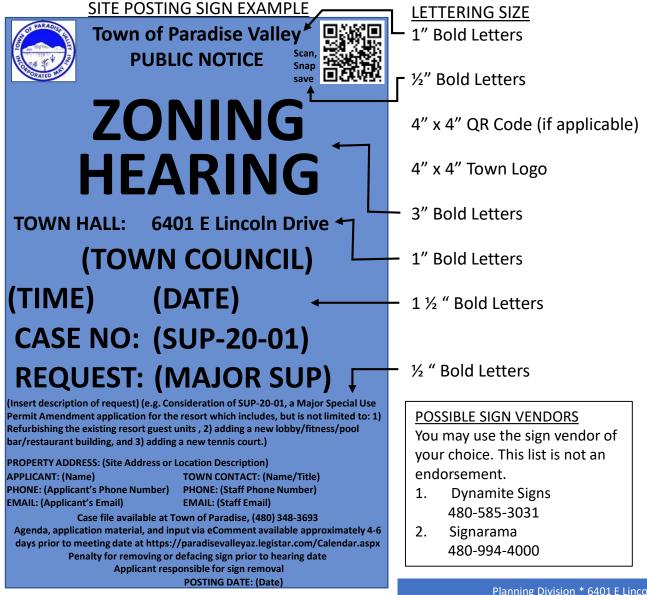
5. Mail notices to adjacent Municipalities or County if applicable.

6. Additional requirements apply



# DRAFT ONLY Site Posting Requirements – Hearing/Public Meeting

## For Planning Commission, Town Council, Board of Adjustment, and Hillside (Blue Sign)



## SITE POSTING INSTRUCTIONS

- 1. Contact Town staff handling the request for placement instructions, text shown in "()", and number of signs.
- 2. Post the sign on the site approximately 20 days prior, but not less than 15 days prior to the public meeting/hearing date.
- 3. Update sign with meeting body, date, and time approximately 20 days prior, but not less than 15 days prior to the public meeting/hearing date.
- 4. Provide proof of posting and sign updates with photo and affidavit as required on the application form no less than 15 days prior to the public meeting/hearing date.
- 5. Applicant must remove sign within 10 calendar days after final determination, withdrawal, or at the request by Town staff.

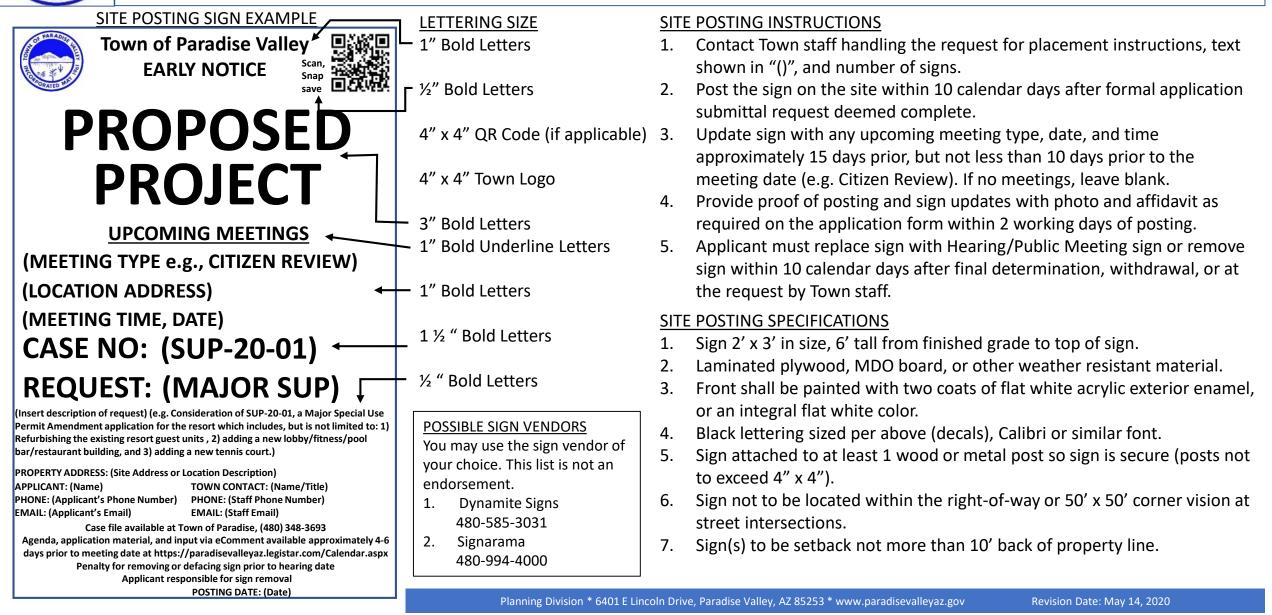
## SITE POSTING SPECIFICATIONS

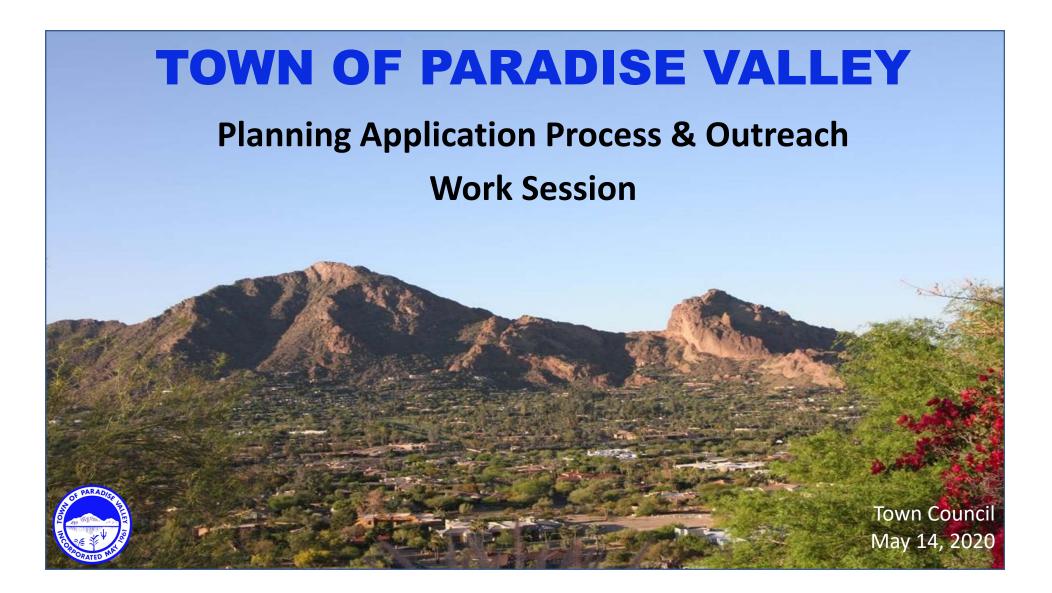
- 1. Sign 2' x 3' in size, 6' tall from finished grade to top of sign.
- 2. Laminated plywood, MDO board, or other weather resistant material.
- 3. Front shall be painted with two coats of flat blue acrylic exterior enamel, or an integral flat blue color.
- 4. Black lettering sized per above (decals), Calibri or similar font.
- 5. Sign attached to at least 1 wood or metal post so sign is secure, 4' x
  4' sign requires at least to posts (posts not to exceed 4" x 4").
- 6. Sign not to be located within the right-of-way or 50' x 50' corner vision at street intersections.
- 7. Sign(s) to be setback not more than 10' back of property line.

**DRAFT ONLY** 

# Site Posting Requirements – Early Notification

#### For Early Notification of Project Under Consideration (White Sign)





### **TODAY'S GOAL**

Discuss planning application process and outreach, including early notification, applicant interaction, and improving noticing on planning applications





## BACKGROUND

- Public outreach/applicant interaction
  - Raised by Commission & Council
  - Heard at January 2020 Council Retreat
- Possible goals identified
  - Provide earlier noticing to residents
  - Match the outreach based on application type
  - Reevaluate sign posting metrics
- Notice methods based on different sources
  - Arizona Revised Statutes (A.R.S.)
  - Town Code/Zoning Ordinance
  - Policy direction by Town Council, Town Manager, and/or Community Development Director
- Process to modify
  - A.R.S. regulations cannot be modified by the Town
  - Town Code requires only Council approval to modify
  - Zoning Ordinance requires Planning Commission recommendation and Council approval
  - Policy requires no formal action to modify



3

05/14/2020

TITLE 9 CITIES AND TOWNS

ARIZONA LECISLATURI



# **EXISTING OFF-SITE NOTIFICATION**

#### Mailing

- Except admin land modifications by staff, all applications have some type of mailing notice – (presently 1,500' radius most applications)
- Almost all the mailing notice is via policy, not A.R.S. or code
- Done by first class mail, generally mailed 15 days before action
- Focus on property owners within a certain radius of subject site
- Data source is the Maricopa County Assessor records
- Generally not mailed to renters or HomeOwner Associations (HOAs)
- Electronic
  - Supplement to mailing
  - Dependent upon the resident/concerned person to reach out to Town
    - AlertPV, Facebook, and Twitter sign up
    - Direct contact staff on specific case to email/phone



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facebook

Town of Paradise

Vallev

Home

About

Photos

Posts

Events

Community

Create a Page

# **EXISTING OFF-SITE NOTIFICATION**

- Newspaper
  - A.R.S. requires certain applications post notice in newspaper of general circulation (Arizona Republic)
    - Rezoning, include Intermediate & Major SUPs
    - Zoning Ordinance text amendment
    - Major General Plan amendment
    - Annexations
    - Board of Adjustment applications
  - By policy, Town adds Minor General Plan amendment, Minor SUP, and CUP for newspaper advertisement
  - PV Independent used for special projects (e.g. VSC)
  - This format reaches broad range of persons
- Responsible Parties
  - Town staff manages the agendas, newspaper notice, and electronic notice

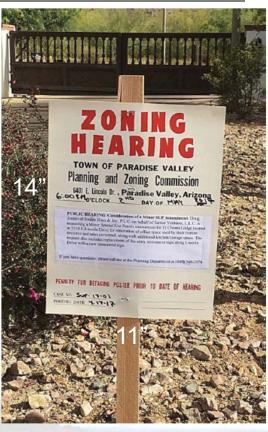


Applicant manages the mailing, including cost for envelopes, labor cost, and postage. Town staff verifies and gets affidavit



# **EXISTING ON-SITE NOTIFICATION**

- Site Posting
  - Used the same 11" x 14", 3' tall sign for decades
  - A.R.S. requires certain words/content visible from 100' for rezoning applications
  - Sign easily gets damaged/blown away
  - Size minimizes visual clutter & impact of signage
- Sign Impact
  - 3 to 10 applications annually requiring posting for PC or TC (e.g., SUP and CUP)
  - 15 to 40 hillside applications annually
  - 4 to 8 Board of Adjustment applications annually
  - Generally posted on the site 1 or 2 times at a duration of 15 to 25 days
- Responsible Parties
  - Town staff prepares and supplies the sign and stake
  - Applicant posts the sign and takes photo. Town staff verifies and gets affidavit



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# PLANNING COMMISSION DISCUSSION 7

- Planning Commission focus
  - Mailing notice radius
  - Sign posting
- Apr 7, 2020 recommendation
  - 6 to 0 vote
  - Refer to Attachment A, Noticing Table
- Discussed Feb 18, 2020 and Mar 3, 2020
- Applications in 3 groups
  - Legislative
  - Administrative approved by public body
  - Administrative approved by staff

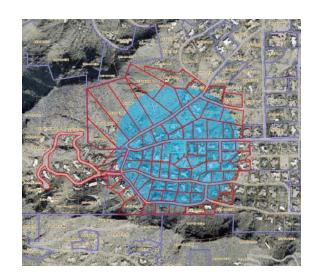




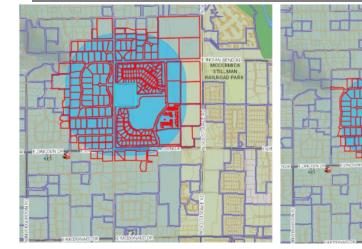


# **MAILING RADIUS PC RECOMMENDATIONS**<sup>8</sup>

- Lower radius when outside Town limits to match neighboring jurisdiction
  - 300' Maricopa County & Phoenix
  - 750' Scottsdale
- Maintain the typical 1,500' radius policy for most legislative applications
- Have a smaller radius for most of the administrative applications to public body
  - 1,000' CUP, Minor SUP, & Non-administrative land modifications for SUPs
  - 500' for residential plat/land modifications
- Maintain radius policy on administrative applications to staff
  - Adjacent notice on CDD admin relief and Managerial SUP
  - No mailing on administrative land modifications (e.g. lot line adjustments)



### St Barnabus MAILING RADIUS EXAMPLES



1,500' Mailing Radius

340 total

4 in Scottsdale

336 if apply 750'

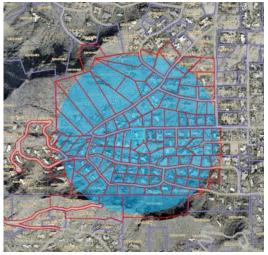
1,000' Mailing Radius 205 total 0 in Scottsdale 205 if apply 750' 40% reduction from 1,500'

750' Mailing Radius140 total0 in Scottsdale140 if apply 750'60% reduction from 1,500'

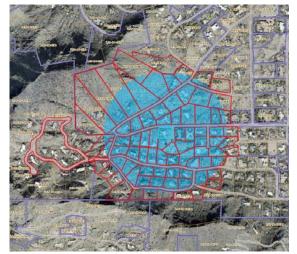
500' Mailing Radius 90 total 0 in Scottsdale 90 if apply 750' 75% reduction



#### Water Booster 7310 N 61<sup>st</sup> PI **CUP RADIUS EXAMPLE**



1,500' Mailing Radius125 total0 in outside jurisdiction125 if apply 300' or 750'



1,000' Mailing Radius 80 total 0 in outside jurisdiction 80 if apply 300' or 750' 35% reduction from 1,500'



# **LEGISLATIVE APPLICATIONS**

#### Radius

- Keep 1,500' policy (e.g. Intermediate/Major SUP)
- Retain 2,000' policy Major General Plan (site specific)
- Retain adjoining properties for abandonment/easement release
- Add policy on annexation (500')

#### Reasons given to support radius

- Major changes to existing condition
- Changes to General Plan
- Non-residential in nature
- A.R.S. only requires a mailing notice to agencies/nearby jurisdictions Major GPA & annexation
- Town Code/Zoning Ordinance has no provisions



1,500' Mailing Radius 395 total 170 in Scottsdale 285 if apply 750'



## **ADMIN APPLICATIONS – PUBLIC BODY**<sup>12</sup>

#### Radius

- Retain 1,500' hillside required by Zoning Ordinance
- Use 1,000' policy for CUP, Minor SUP, & Non-administrative land
- Use 500' policy for most others
- Retain within plat on subdivision sign
- Reasons to support radius
  - Higher radius is generally for non-residential and hillside applications
  - Lower radius is for residential or plat-land modifications that had some prior legislative process and more ministerial in nature



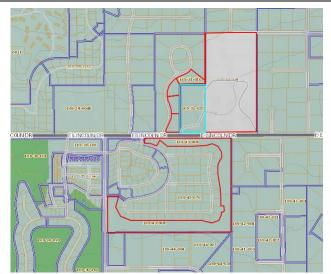
1,000' Mailing Radius 205 total 0 in Scottsdale 205 if apply 750' 40% reduction from 1,500'



# **ADMIN APPLICATIONS – STAFF**

#### Radius

- Retain adjoining lot owners radius on admin relief by CD Director per the Town Code
- Retain adjoining lot owners radius policy for Managerial SUP
- Retain no notification policy on administrative land modifications (e.g. lot line adjustment)
- Reasons to support radius
  - No A.R.S. provisions for noticing required
  - Minor in nature or ministerial
  - Consistent with nearby communities



Adjoining Mailing Radius 6 total 1 in Maricopa County 6 if apply 300'



05/14/2020

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### SITE POSTING PC RECOMMENDATIONS 14

- Recommend stop using 11" x 14", 3' tall signs
- Recommend using 2' x 3', 6' tall sign when required for application
  - Place in front yard and/or street frontage
  - Not place in right-of-way
- Recommend using 4' x 4', 6' tall sign for Major & Intermediate SUP applications
- Reasons to support sign size
  - 2' x 3' sign matches building permit policy construction sign metrics
  - 4' x 4' sign same as neighboring Scottsdale
  - Larger sign is for more intense non-residential applications
  - Easier to comply with ARS rules certain items visible



**Building Permit Construction Sign** 





## **SIGN POSTING CONTENT**

- Possible content for an action meeting
  - Large font "ZONING/PUBLIC HEARING' (something similar)
  - Meeting body(ies)
  - Time, place, and meeting date(s)
  - Site address
  - Summary of the application request
  - Case number
  - Sign posting date
  - Applicant contact (name, phone number, email)
  - Town contact (name, phone number, email)
  - QR Code or content to direct where get more info
  - Town name and/or seal
  - Disclaimers (e.g. penalty to remove sign etc.)





### 4' X 4' SIGN EXAMPLE

scan [moont]		Site Posting Requirements
City of Scottsdale Start, PUBLIC NOTICE Save		g Commission and City Council (Red Sign)
	SITE POSTING SPECIFICATIONS	Lettering Size SITE POSTING INSTRUCTIONS
<b>ZONING/PUBLIC MEAKING</b> CITY HALL: 3939 North Drinkwater Boulevard	City of Scottsdale scan, Scottsdale scan	1" Bold Letters       1. Post the sign on site approximately 20 days         *** 5"x5" QR Code       prior, but not less than 15 days prior to the         Planning Commission Hearing date.
PLANNING COMMISSION: 5:00 P.M., 8/14/2019 CITY COUNCIL: 5:00 P.M., 9/17/2019	ZONING/PUBLIC HEARIN	approximately 20 days prior, but not less
	CITY HALL: 3939 North Drinkwater Boulevard PLANNING COMMISSION: 5:00 P.M., (DATE)	Please call your Project Coordinator if you
REQUEST: Rezone from I-1 to C-2, Non-Major General Plan Amendment from Employment to	CITY COUNCIL: 5:00 P.M., (DATE)	<ol> <li>Provide the following proof of posting in the Citizen Review/ Neighborhood Involvement <u>Report:</u></li> </ol>
Commercial	REQUEST: CASE NUMBER:	<ul> <li>a) Notarized affidavit of posting</li> <li>b) Date/Time stamped photo of sign</li> </ul>
CASE NUMBER: 1-ZN-2019 & 1-GP-2019 Project Location: 8700 E Thomas Rd Posting Date: 7/25/19	Project Location: Applicant Contact: (name) (name) (phone number)	<ol> <li>Sign may be removed after the City Council hearing date that a determination has been made, or after the withdrawal of an application.</li> </ol>
Applicant/Contact: City Contact: Justin Gregonis Jeff Barnes	(email) (email)	Possible Sign Vendors
602-395-1000 480-312-2376 jgregonis@verticaldesignistudios.com jbarnes@ScottsdaleAZ.gov Case File Available at City of ScottsdaleAD.in 7677	Case File Available at City of Scottsdale, 480-312-7767 Project information may be researched at: https://eservices.scottsdaleaz.gov/bldgresources/Ca Penalty for removing or defacing sign prior to date of last hearing. Applicant responsible for sign re	This list is not an endorsement. Tou may use
Project information may be researched at mission of the second state of the second sta	Posting Date: (D	ATE) 1. Dynamite Signs 480-585-3031
	<ol> <li>4' x 4' in size</li> <li>Laminated plywood, MDO board, or other weather resistant material</li> <li>Front, back, and all edges painted with two coats of red acrylic exterior en</li> </ol>	2. Scottsdale Signs (Sign-A-Rama) amel, or an integral red color 480-994-4000

- 4. White lettering sized per above (decals)
- 5. Sign attached with 6 screws to 2 4" x 4" x 8' wood posts, or 2 2" metal posts

Planning and Development Services + 7447 East Indian School Road, Suite 105, Scottsdale, Arizona 85251 + www.ScottsdaleAZ.gov



05/14/2020

Revision Date: 6/27/2019

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## SITE POSTING SAMPLE (NEW)

DRAFT ONLY SI	te Posting Requ	uirements – Hearing/Public Meeting
For Pla	anning Commission,	Town Council, and Board of Adjustment (Blue Sign)
SITE POSTING SIGN EXAMPLE Town of Paradise Valley PUBLIC NOTICE	LETTERING SIZE – 1" Bold Letters	<ul> <li><u>SITE POSTING INSTRUCTIONS</u></li> <li>Contact Town staff handling the request for placement instructions, text shown in "()", and number of signs.</li> </ul>
ZONING	<sup>1</sup> / <sub>2</sub> " Bold Letters 4" x 4" QR Code (if applicable)	<ol> <li>Post the sign on the site approximately 20 days prior, but not less than 15 days prior to the public meeting/hearing date.</li> <li>Update sign with meeting body, date, and time approximately 20 days prior, but not less than 15 days prior to the public meeting/hearing date.</li> </ol>
<b>HEARING</b>	4" x 4" Town Logo - 3" Bold Letters	4. Provide proof of posting and sign updates with photo and affidavit as required on the application form no less than 15 days prior to the public meeting/hearing date.
(TOWN COUNCIL)	1" Bold Letters	<ol> <li>Applicant must remove sign within 10 calendar days after final determination, withdrawal, or request by Town staff.</li> </ol>
(TIME) (DATE) ← CASE NO: (SUP-20-01)	• 1 1/2 " Bold Letters	SITE POSTING SPECIFICATIONS 1. Sign 2' x 3' in size, 6' tall from finished grade to top of sign.
REQUEST: (MAJOR SUP)	・½ " Bold Letters	<ol> <li>Laminated plywood, MDO board, or other weather resistant material.</li> <li>Front, back, and all edges painted with two coats of flat blue acrylic</li> </ol>
Permit Amendment application for the resort which includes, but is not limited to: 1) Refurbishing the existing resort guest units, 2) adding a new lobby/fitness/pool bar/restaurant building, and 3) adding a new tennis court.) PROPERTY ADDRESS: (Site Address or Location Description) APPLICANT: (Name) TOWN CONTACT: (Name/Title) PHONE: (Applicant's Phone Number) EMALI: (Staff Phone Number) EMALI: (Staff Email)	POSSIBLE SIGN VENDORS         You may use the sign vendor of your choice. This list is not an endorsement.         1.       Dynamite Signs	<ul> <li>exterior enamel, or an integral flat blue color.</li> <li>Black lettering sized per above (decals), Calibri or similar font.</li> <li>Sign attached to 2 wood or metal posts on sign right and left sign edge (posts not to exceed 4" x 4").</li> </ul>
Case file available at Town of Paradise, (480) 348-3693 Agenda, application material, and input via eComment available approximately 4-6 days prior to meeting date at https://paradisevalleyaz.legistar.com/Calendar.aspx Penalty for removing or defacing sign prior to hearing date Applicant responsible for sign removal POSTING DATE: (Date)	480-585-3031 2. Signarama 480-994-4000	<ol> <li>Sign not to be located within the right-of-way or 50' x 50' corner vision at street intersections.</li> <li>Sign(s) to be setback not more than 10' back of property line.</li> </ol>
	Planning Division * 6401 E Linco	oln Drive, Paradise Valley, AZ 85253 * www.paradisevalleyaz.gov Revision Date: May 14, 2020

# TIMING PC RECOMMENDATIONS

 Encourage Council examine signage earlier in application process

#### **LEGISLATIVE APPLICATIONS – PUBLIC BODY**

- Maintain current policies and/or code
  - Maintain legislative applications minimally post 15 days prior action meeting
  - Exception, removal from hillside at 7 days to match 7 day posting for concept/formal/combined
  - Exception, General Plan amendments only if site specific
  - Exception, use 15-day notice instead of Town Code requirement of 7 days on ZO Ord text amendment if site specific
- Reasons to support posting date
  - A.R.S. requires a minimum 15-day posting for Board of Adjustment actions & rezoning (Major/Intermediate SUP)
  - Consistent with other valley communities for action meeting



# TIMING PC RECOMMENDATIONS

#### **ADMINISTRATIVE APPLICATIONS – PUBLIC BODY**

- Maintain current policies and/or code
  - CUP & Minor SUP applications minimally post 15 days prior action meeting by policy
  - Maintain hillside concept/formal/combined applications minimally post 7 days per Zoning Ordinance
  - Maintain no posting of action meeting for plat/land modification applications by policy
- Reasons to support posting date
  - A.R.S. requires no posting requirements for these application types
  - Consistent with other valley communities
  - Ministerial decisions





# **TIMING PC RECOMMENDATIONS**

#### **ADMINISTRATIVE APPLICATIONS – STAFF**

- Maintain current policies and/or code
  - No posting for admin relief by Community Development Director
  - No posting for admin land modifications (e.g. lot line adjustment)
- Reasons to support posting date
  - A.R.S. requires no posting requirements for these application types
  - Consistent with other valley communities
  - Ministerial decisions





# **EARLY NOTIFICATION**

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- Presently voluntary by the applicant
- Several valley communities require early notification
  - Typically for certain legislative applications (e.g., rezoning)
  - Varies from during pre-application to after formal application deemed complete
- Ideas discussed
  - Sign posting after formal application deemed complete
  - Limited focus mailing after formal application deemed complete
- Direction
  - Identify the applications early notice applies
  - Discuss impact of more signs for longer
    - duration on a site
    - Other matters

### **DRAFT EARLY NOTIFICATION SIGN**

<ul> <li>EARLY NOTICE</li> <li>Way Burg Notice</li> <li>Way Bu</li></ul>	DRAFT ONLY	Site Postir	ng Requirements – Early Notification
Town of Paradise Valley EARLY NOTICE       1" Bold Letters         1" Bold Letters       1" A 4" QR Code (if applicable)         1" Bold Letters       1" Bold Letters         1" W Bold Letters       1" Bold Letters         1" W Bold Letters       1" Bold Letters         1" W Bold Letters       <	TO THORATED WIT	For Early Notifi	cation of Project Under Consideration (White Sign)
<ul> <li>PROJECT</li> <li>Wething meeting date (e.g. Citizen Review). If no meetings, leave blank.</li> <li>Provide proof of posting and sign updates with photo and affidavit as required on the application form within 2 working days of posting.</li> <li>Applicant must replace sign with Hearing/Public Meeting sign or removing within 10 calendar days after final determination, withdrawal, or request by Town staff.</li> <li>Sign 2' x 3' in size, 6' tall from finished grade to top of sign.</li> <li>Laminated plywood, MDO board, or other weather resistant material.</li> <li>Front, back, and all edges painted with two coats of flat white acrylic exterior enamel, or an integral flat white color.</li> <li>Black lettering sized per above (decals), Calibri or similar font.</li> <li>Sign attached to 2 wood or metal posts on sign right and left sign edge (posts not to exceed 4" x 4").</li> </ul>	Town of Paradise Valley EARLY NOTICE	1" Bold Letters	<ol> <li>Contact Town staff handling the request for placement instructions, text shown in "()", and number of signs.</li> <li>Post the sign on the site within 10 calendar days after formal application submittal request deemed complete.</li> <li>Update sign with any upcoming meeting type, date, and time</li> </ol>
<ul> <li>CASE NO: (SUP-20-01)</li> <li>Prove the second provide the second provid</li></ul>	UPCOMING MEETINGS (MEETING TYPE e.g., CITIZEN REVIEW)	<ul> <li>- 3" Bold Letters</li> <li>- 1" Bold Underline Letters</li> </ul>	<ul> <li>meeting date (e.g. Citizen Review). If no meetings, leave blank.</li> <li>Provide proof of posting and sign updates with photo and affidavit as required on the application form within 2 working days of posting.</li> <li>Applicant must replace sign with Hearing/Public Meeting sign or remove sign within 10 calendar days after final determination, withdrawal, or</li> </ul>
(Insert description of request) (e.g. Consideration of SUP-20-01, a Major Special Use Permit Amendment application for the resort which includes, but is not limited to: 1) Refurbishing the existing resort guest units, 2) adding a new tobby/fitness/pool bar/restaurant building, and 3) adding a new tennis court.)       POSSIBLE SIGN VENDORS You may use the sign vendor of your choice. This list is not an endorsement.       exterior enamel, or an integral flat white color.         PROPERTY ADDRESS: (Site Address or Location Description) APPLICANT: (Name)       TOWN CONTACT: (Name/Title)       POSSIBLE SIGN VENDORS You may use the sign vendor of your choice. This list is not an endorsement.       Sign attached to 2 wood or metal posts on sign right and left sign edge (posts not to exceed 4" x 4").	CASE NO: (SUP-20-01) ←		<ol> <li>Sign 2' x 3' in size, 6' tall from finished grade to top of sign.</li> <li>Laminated plywood, MDO board, or other weather resistant material.</li> </ol>
PHONE: (Applicant's Phone Number)       PHONE: (Staff Fmail)         EMAIL: (Applicant's Fmail)       EMAIL: (Staff Fmail)         Case file available at Town of Paradise, (480) 348-3693         Agenda, application material, and input via eComment available approximately 4-6         days prior to meeting date at https://paradisevalleyaz.legistar.com/Calendar.aspx         Penalty for removing or defacing sign prior to hearing date         Applicant responsible for sign removal	(Insert description of request) (e.g. Consideration of SUP-20-01, a Major Special Use Permit Amendment application for the resort which includes, but is not limited to: 1) Refurbishing the existing resort guest units , 2) adding a new lobby/fitness/pool bar/restaurant building, and 3) adding a new tennis court.) PROPERTY ADDRESS: (Site Address or location Description) APPLICANT: (Name) TOWN CONTACT: (Name/Title) PHONE: (Applicant's Phone Number) PHONE: (Staff Phone Number) EMAIL: (Applicant's Email) Case file available at Town of Paradise, (480) 348-3693 Agenda, application material, and input via eComment available approximately 4-6 days prior to meeting date at https://paradisevalleyaz.legistar.com/Calendar.aspx Penalty for removing or defacing sign prior to hearing date	You may use the sign vendor of your choice. This list is not an endorsement. 1. Dynamite Signs 480-585-3031 2. Signarama	<ol> <li>Black lettering sized per above (decals), Calibri or similar font.</li> <li>Sign attached to 2 wood or metal posts on sign right and left sign edge (posts not to exceed 4" x 4").</li> <li>Sign not to be located within the right-of-way or 50' x 50' corner vision at street intersections.</li> </ol>

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# **APPLICANT-RESIDENT INTERACTION**<sup>23</sup>

- Existing Condition
  - Applicant provides material throughout process
  - Generally no new material submitted once packet out
  - Staff and public body guide the applicant
  - Applicant encouraged to reach out to interested parties early and often
  - Public input/comments taken throughout
- Ideas Discussed/Direction
  - Submit complete application materials for a study/work session within a specified period before the meeting date
    - Submit items for staff review 10 working days before packet out
    - Packet out 4 working days before meeting
  - Provide written guidance via policies in the public body rules and procedures on acceptable ways to address unanticipated new material and comments



- Specific timing per code
- Hold meeting if notices already sent
- Continuance option

## **APPLICANT-RESIDENT INTERACTION** <sup>24</sup>

- Ideas Discussed/Direction (Continued)
  - Allow for applicant input during the Statement of Direction (SOD) process.
    - Unlike a study/work session, a SOD includes an action component
    - Preliminary direction is to integrate the following steps with the staff presentation of (1) staff technical presentation, (2) applicant vision and narrative, and (3) staff/Council question and answer.
  - Consider requiring the Citizen Review Session earlier in the process
    - Town Code/Zoning Ordinance requires rezoning, Major/Intermediate SUP, and text amendments have Citizen Review Session
    - 10 days before the PC recommendation action
    - Consideration to change 10 days to 28 days



### **APPLICANT-RESIDENT INTERACTION**

- Ideas Discussed/Direction (Continued)
  - Evaluation of technological means for notification and/or engagement
    - Presently use live stream, E-Comment
    - Electronic packets
    - Remote participation during pandemic
    - Short-term/long term direction





# **DIRECTION / NEXT STEPS**

- Identify other items not addressed
- Schedule next meeting





### **TODAY'S GOAL**

Discuss planning application process and outreach, including early notification, applicant interaction, and improving noticing on planning applications







Action Report

#### File #: 20-187

TO: Mayor Bien-Willner and Town Council Members

- FROM: Jill Keimach, Town Manager Jeremy Knapp, Community Development Director George Burton, Senior Planner
- DATE: May 14, 2020

DEPARTMENT: Community Development

#### AGENDA TITLE:

MI-20-01. Discussion on Release of Drainage Easement at 3310 E. Stella Lane (APN 164-05-125)

#### REQUEST:

The applicant is requesting a release and abandonment of an existing drainage easement.

#### BACKGROUND:

#### History and Scope of Request

3310 E. Stella Lane was created via the Preserve at Lincoln subdivision on February 26, 2004. During the subdivision plat process, a drainage easement was recorded in accordance with the existing site conditions and development standards at that time. On October 30, 2019, the existing drainage easement was modified to accommodate a new single family residence. The easement was relocated to the east side of the property and the house is currently under construction. A copy of the Preserve at Lincoln II easement modification map is enclosed for reference.

There is an existing subdivision wall located along the north property line of the subject lot and the Preserve at Lincoln subdivision. The drainage report and project narrative identify that there are no drainage openings in the subdivision wall and that any flows north of the wall are directed east. The storm water is routed to an eastern wash (located near 6340 N. 34th Place) by the vertical curb and gutter on Lincoln Drive. There is a curb opening along Lincoln Drive, which allows the water to enter the eastern wash. Also, the subject property will retain its 100-year 2-hour storm water on site. Due to these factors, the applicant is requesting a release/abandonment of the existing drainage easement. The drainage report and grading and drainage plans for this property have been reviewed by the Town Engineer who has determined this request is consistent with Town Code.

The new plat illustrates the location of the existing drainage easement to be released and the abandonment is compliant with the Town's Storm Drainage Design Manual requirements. A release

File #: 20-187

of easement is a non-administrative land modification that requires Town Council approval and Resolution 2020-13 will authorize the release and abandonment of the subject drainage easement.

#### Public Comment

Neighborhood notification is not required for work sessions. However, all property owners located within a 500' radius will be notified of the public meeting date.

#### Next Steps

The drainage easement release/abandonment is scheduled for public meeting review at the June 11, 2020 Town Council meeting.

ATTACHMENT(S):

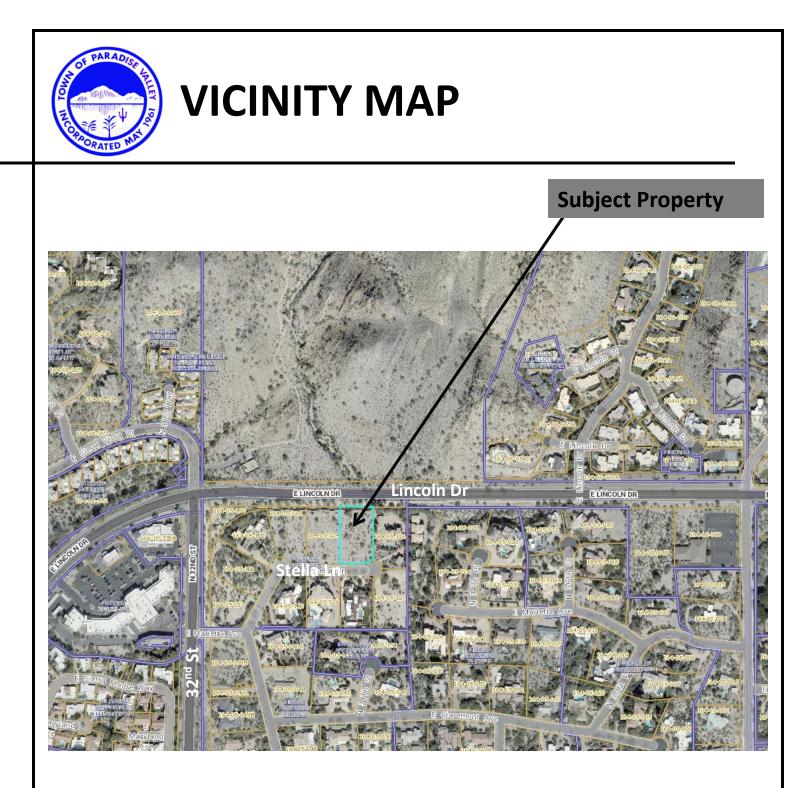
A - Application

- B Vicinity Map & Related Information
- C Narrative
- D Preserve at Lincoln III Map of Easement Release
- E Resolution 2020-13
- F Drainage Report
- G Preserve at Lincoln II Map of Easement Modification
- H PowerPoint Presentation

	PLEASE PROVI	NE ADJUSTMENTS, I EXEMPT LOT SP	<u>LITS</u>	Submitted 3/3/20
PARCEL NO.:			DATE:	0 <del>2/21/202</del> 0
	(County Tax Ass	sessor Number)		a a second a
NAME OF SUB	DIVISION: T	HE PRESERVE AT L	INCOLN	
		t in a subdivision check		
If property or p	roperties are bo	th in and out of a subd	ivision check b	ox:
ADDRESS OR	LOCATION OF	<b>PROPERTY:</b>		
		야. 전 . 이		
3310 E STEL	LA LN., PARA	ADISE VALLEY, AZ	85253	
OWNER: HAN	NK GRIES - P	RESERVATION HOLD	TNCS TTO	
		NAME	TING2 TTC	
4308 E WELDO	N AVE PHOE	NIX, AZ 85018		
ADDRESS		11117, 112 05010		602 451 6033
				PHONE #
Harold E. Grie	<b>y</b>			
SIGNATURE OF	OWNER			
	4			
<u>All</u> owners of letter acknow	the property or p ledging the proce	properties must sign the a essing of this application	application or st	ubmit an original sig
iener uennom	euging the proce	ssing of this application	•	
REPRESENTAT	Manual Information of the second second	PRODANOV		LOPMENT GROUP
	NAME		CO	MPANY
	AL AVE. STE	. 288, PHOENIX, 2	AZ 85020	
ADDRESS			5 y	
602 889 1984				602 889 1984
HONE #				FAX #
N. DI	/			
MALV YOUMANON				

correspondence on this application to the listed representative, unless otherwise notated.

1

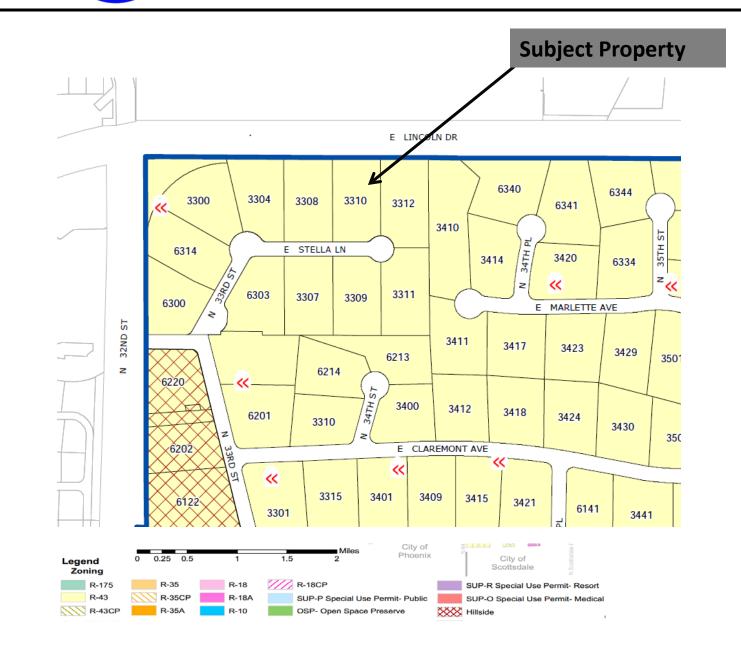


Preserve at Lincoln III

3310 E. Stella Lane



### ZONING

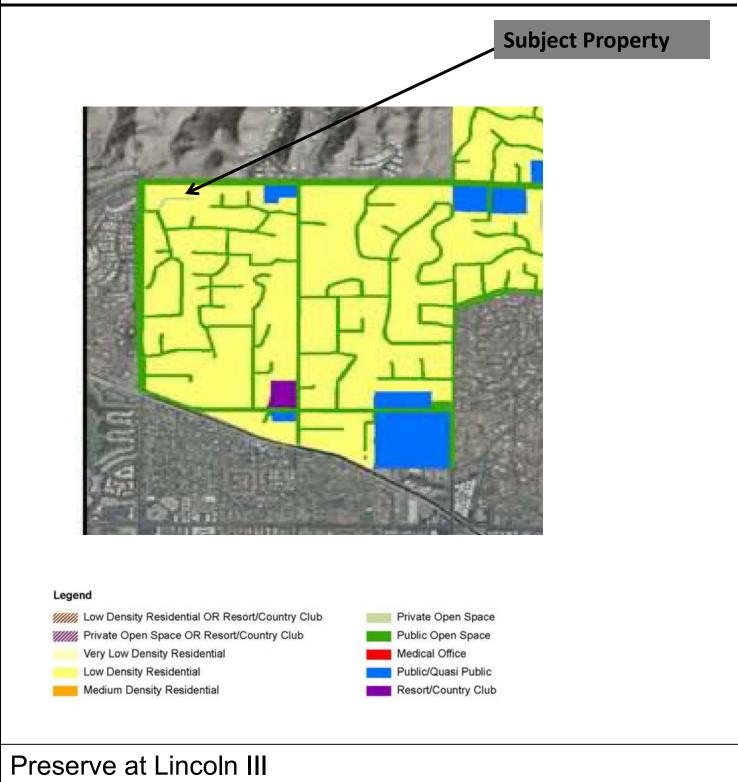


Preserve at Lincoln III

3310 E. Stella Lane



## **GENERAL PLAN**



3310 E. Stella Lane



March 20, 2020

Mr. George Burton Planner **Town of Paradise Valley** 6401 E. Lincoln Drive Paradise Valley, Arizona 85253

#### Re: 3310 E Stella Ln Preserve at Lincoln II Modification of Drainage Easement

Dear Mr. Burton:

We are pleased to submit this application for modification/release of a recorded drainage easement of an existing Lot 6 – The Preserve at Lincoln, located at 3310 E Stella Ln.

The subject property - APN 164-05-125 is a part of a recorded subdivision - The Preserve at Lincoln, recorded in Book 681 of Maps, Page 10, MCR. Lot 6 is a part of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 12, T2N, R3E.

The property is bounded by Stella Lane (south), Lincoln Road (north), and residential properties from east and west. The 1.049-acre lot is zoned R-43, which in accordance with the Town of Paradise Valley Zoning Ordinance allows for one dwelling unit per acre density. There are no existing buildings or walls on the property except the subdivision wall on the north side along the Lincoln Road right of way.

There are no off-site drainage flows that impact the site. There is an existing 24" culvert that has its inlet near the south property line and runs under the cul-de-sac of Stella Lane. The purposed of this culvert is to carry any on-site generated runoff under Stella Lane.

As a part of the original subdivision development process, a plat map was prepared and recorded, which shows a recorded drainage easement at the subject property and leading to the inlet of the existing 24" culvert described above.

Building permits were issued to construct a new single-family residence on Lot 6. A grading and drainage plan was prepared as a part of the permitting process, which shows a full 100-year, 2-

hour on-site stormwater retention, which would prevent for any runoff to leave this project. The existing drainage easement as recorded as part of the platting review and approval was modified to accommodate the new construction and it was approved by the Town since no offsite flows were carried through the property. Currently the project is under construction.

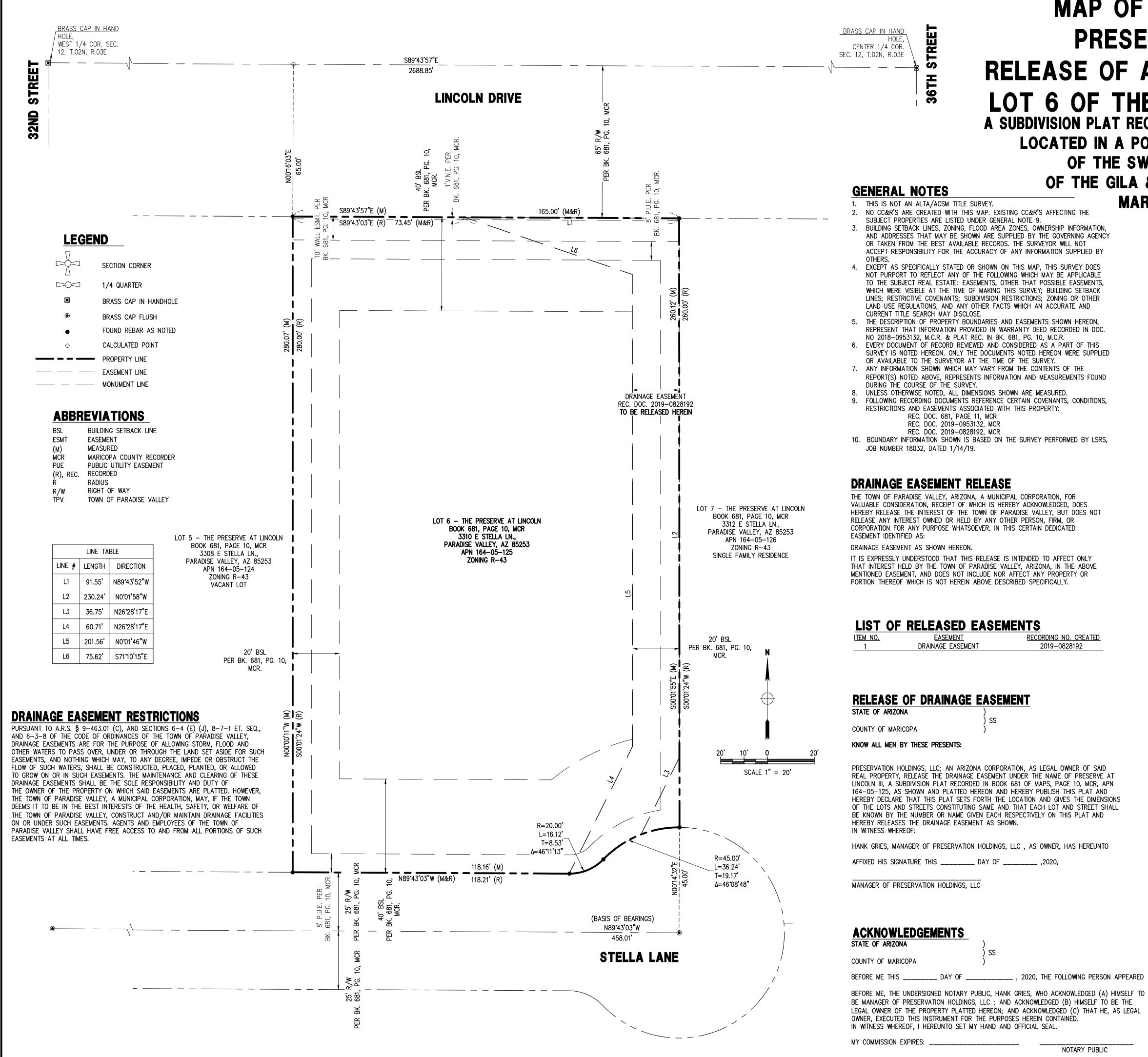
Based on the above presented information, we are hereby requesting to release the existing drainage easement. The inlet of the existing 24" culvert will remain as is and will be active only should a storm exceeding the code mandating 100-year storm magnitude is exceeded.

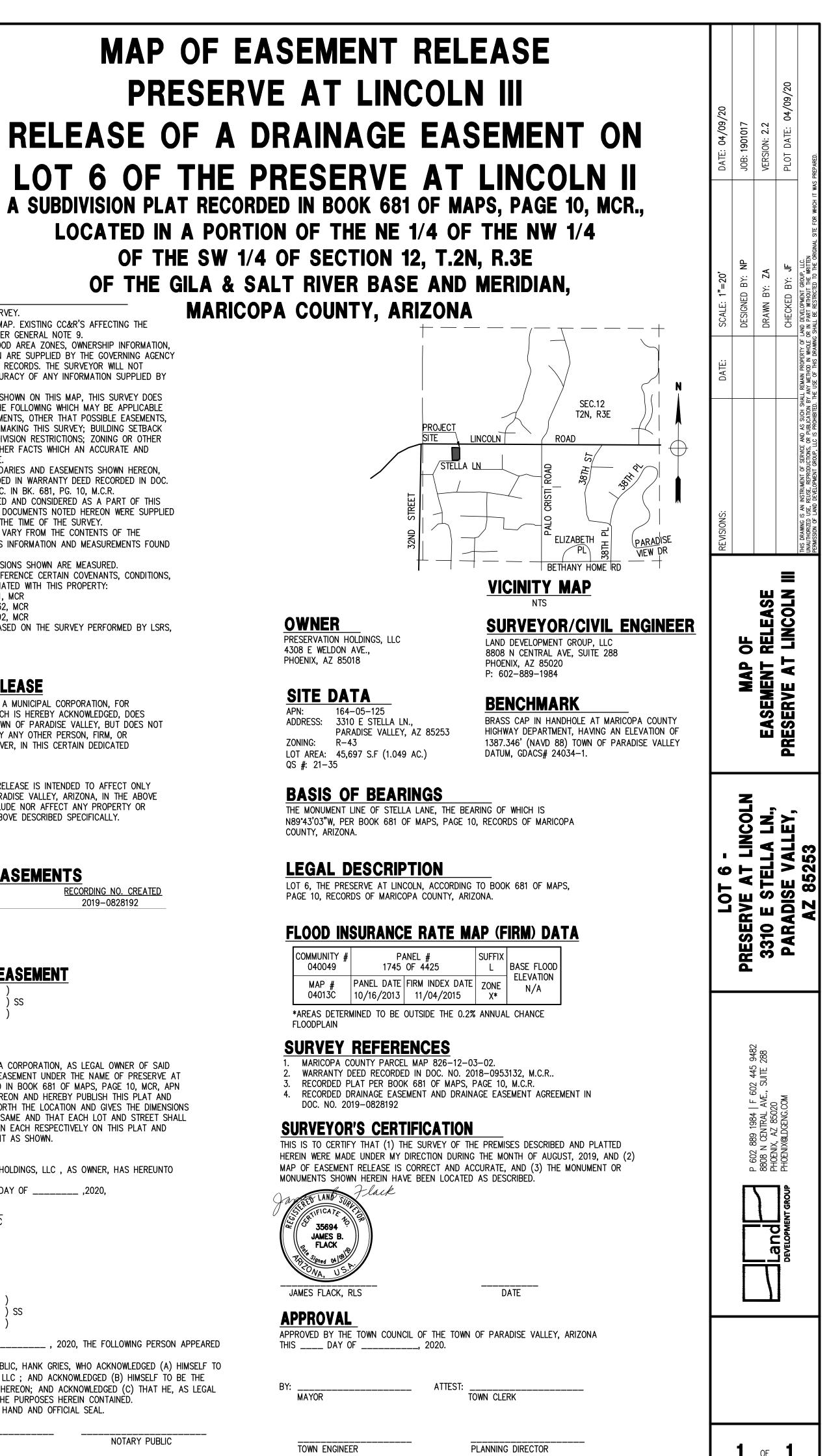
Should you have any questions regarding our application, please feel free to contact me.

Sincerely,

Nice Prodanor

Nick Prodanov, PE, PMP Principal Land Development Group, LLC 8808 N Central Ave., Suite 288 Phoenix, AZ 85020 P: 602 889 1984 nick@ldgeng.com





#### **RESOLUTION NUMBER 2020-13**

#### A RESOLUTION OF THE COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, AUTHORIZING THE RELEASE/ABANDONMENT OF A DRAINAGE EASEMENT

WHEREAS, Preservation Holdings, LLC, owner of 3310 E. Stella Lane, Lot 6 of Preserve at Lincoln II, Assessor's Parcel Number 164-05-125, requests a release of a recorded drainage easement due to changed conditions associated with the development of the property and;

WHEREAS, Preservation Holdings, LLC have informed the Town Engineer of the proposed modification and has requested that the existing drainage easement be abandoned, and;

WHEREAS, the Town Engineer requested Preservation Holdings, LLC perform a drainage study to determine if the drainage easement abandonment will affect storm water flow, and;

WHEREAS Preservation Holdings, LLC hired Land Development Group to perform the drainage study, and said study determined that the drainage easement can be released and still contain storm water flows in compliance with the Town's Codes and other drainage requirements.

NOW, THEREFORE, BE IT RESOLVED by the Town of Paradise Valley, Maricopa County, Arizona as follows:

<u>Section 1</u>. The Town hereby abandons the existing drainage easement set forth by Land Development Group, attached hereto as the Map of Easement Release Preserve at Lincoln III as Exhibit "A", and shall be recorded with the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Town Council of the Town of Paradise Valley this 11<sup>th</sup> day of June, 2020.

ATTEST:

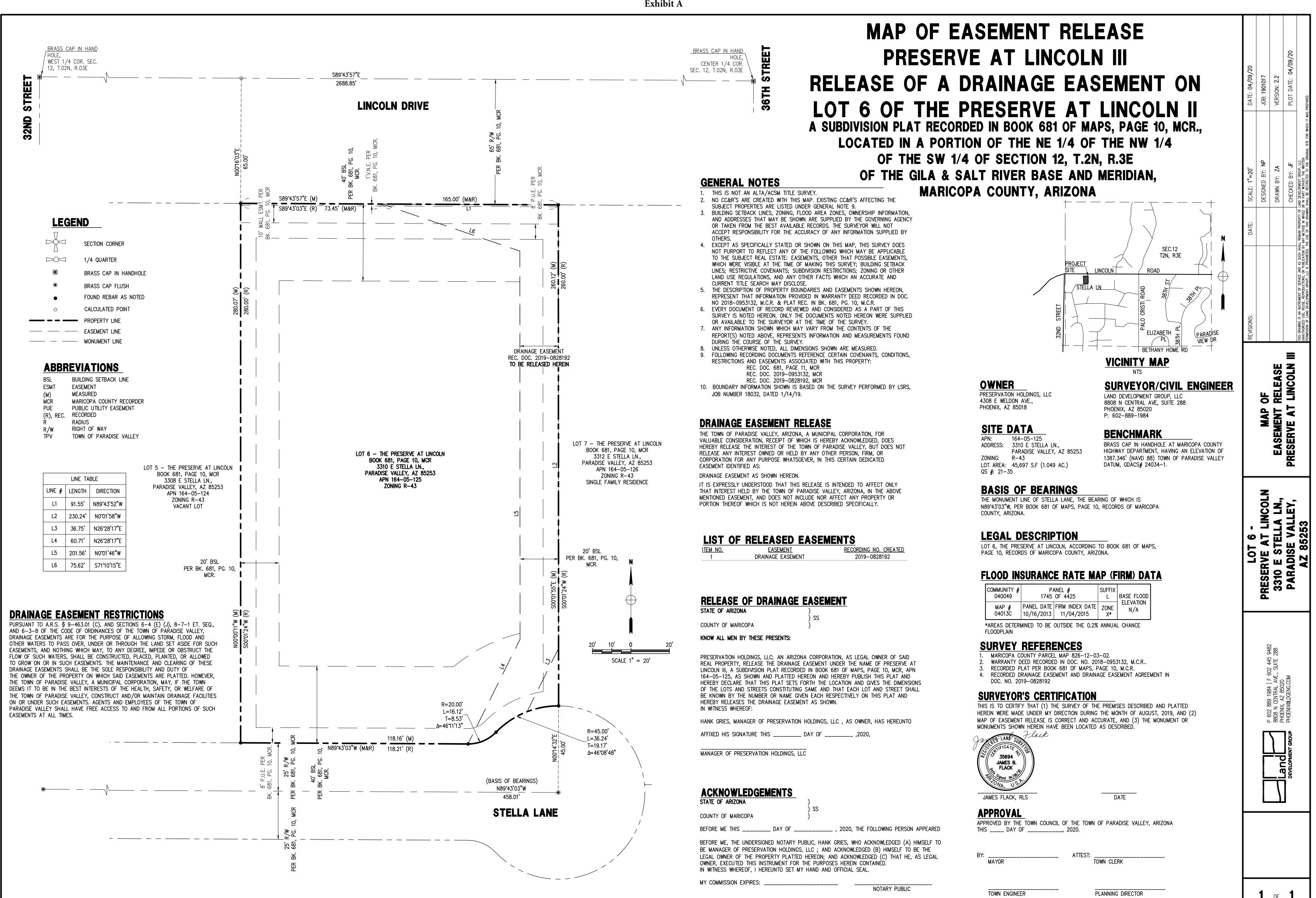
TOWN OF PARADISE VALLEY a municipal corporation

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Jerry Bien-Willner, Mayor

Andrew Miller, Town Attorney



### Exhibit A



September 2<sup>nd</sup>, 2019

- To: Mr. Paul Mood, PE Town Engineer Town of Paradise Valley 6401 E Lincoln Drive Paradise Valley, AZ 85253
- Re: 3310 E Stella Lane Paradise Val ley, AZ 85253 LDG Project #1901017

#### DRAINAGE MEMORANDUM

Dear Mr. Mood:

In accordance with the Town of Paradise Valley Stormwater Design Manual, we have prepared this drainage memorandum and grading and drainage plan related to the construction of a new single family residence, located at 3310 E. Stella Lane, Paradise Valley, AZ 85253, parcel 164-05-125, being a portion of the SW ¼ of Section 12, Township 2 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

The goal of this memorandum is to describe the existing and proposed drainage conditions and to support the request to release or realign of the existing drainage easement as recorded in Book 681, Page 10, MCR.

The project site is located within a residential subdivision - Preserve at Lincoln and it is zoned R-43. The property is surrounded by large residential lots (east and west), Stella Lane right-of-way on the south side, and Lincoln Drive right of way along the the north property line. The proposed project will consist of construction of a single-family residence (9,475 s.f.) with garages, pool area, retaining walls, site improvements and an access driveway to Stella Lane. The project site is currently a vacant lot (45,697 s.f.) with sparse native vegetation.

Property is located in FEMA Flood Zone "X" according to Flood Insurance Rate Map (FIRM) #: 04013C, Panel 1745 of 4425, Suffix L, dated October 16th, 2013, as published by FEMA. The FIRM Panel defines Zone "X" as follows: "Areas determined to be outside the 0.2% annual chance floodplain".

The terrain slopes southeasterly with an average slope of 5%. The lot is covered with native desert vegetation. Performed field investigations and prepared topographic survey map were used to clearly identify the distinctive flow paths that run through the site. A drainage easement was recorded as part of the subdivision process and it is approximately 28' wide. The drainage easement starts from the north property line and runs in southeasterly direction along a historic wash until it reaches the south property line, where existing 24" cmp caries the flows under Stella Lane. The ultimate outfall of the site is at the culvert inlet location at elevation of 1364.

The existing meandering subdivision wall along the northerly property line does not have any drainage openings and does not allow for drainage runoff to flow along the dedicated drainage easement corridor. Any flows north of that wall would be mostly generated from on-site runoff and are directed by a ditch to the east.

Maricopa County maps, aerial photography and surveyed topography for the site were reviewed and used to establish the tributary areas and conveyance corridors. Limits of the tributary area was further adjusted based on our field observations and identified drainage structures.

Drainage map was prepared for the current conditions depicting the limits of the watershed and flow paths. Computations have been performed to estimate the 100-year design storm peak discharge. Computer program DDMS provided by FCDMC was utilized to generate the rational model and to estimate the peak discharges. One sub-basin (1.0 acre) was delineated and currently contributes run-off on the site. 100-year peak discharges was estimated at 5.4 cfs for the pre-development conditions. Considering that on-site stormwater retention will be provided for the 100-year 2-hour storm event, there is no anticipated post-development runoff discharge that would leave the site, which will significantly improve the conditions downstream.

The lowest finish floor elevation is set at 1371.50. Grading around the residence provides for positive drainage away from the structures as shown on the Grading and Drainage plan. The runoff is collected by multiple area drains and it is routed through series of piping and sheet flow into the proposed retention basins. Basins' depth is limited to 1.5'.

In conclusion, the project site has the potential to collect, convey and discharge runoff safely and effectively. The proposed improvements reduce the drainage impact to the neighboring lots downstream and will not result in significant changes to the existing and historic drainage patterns or magnitudes.

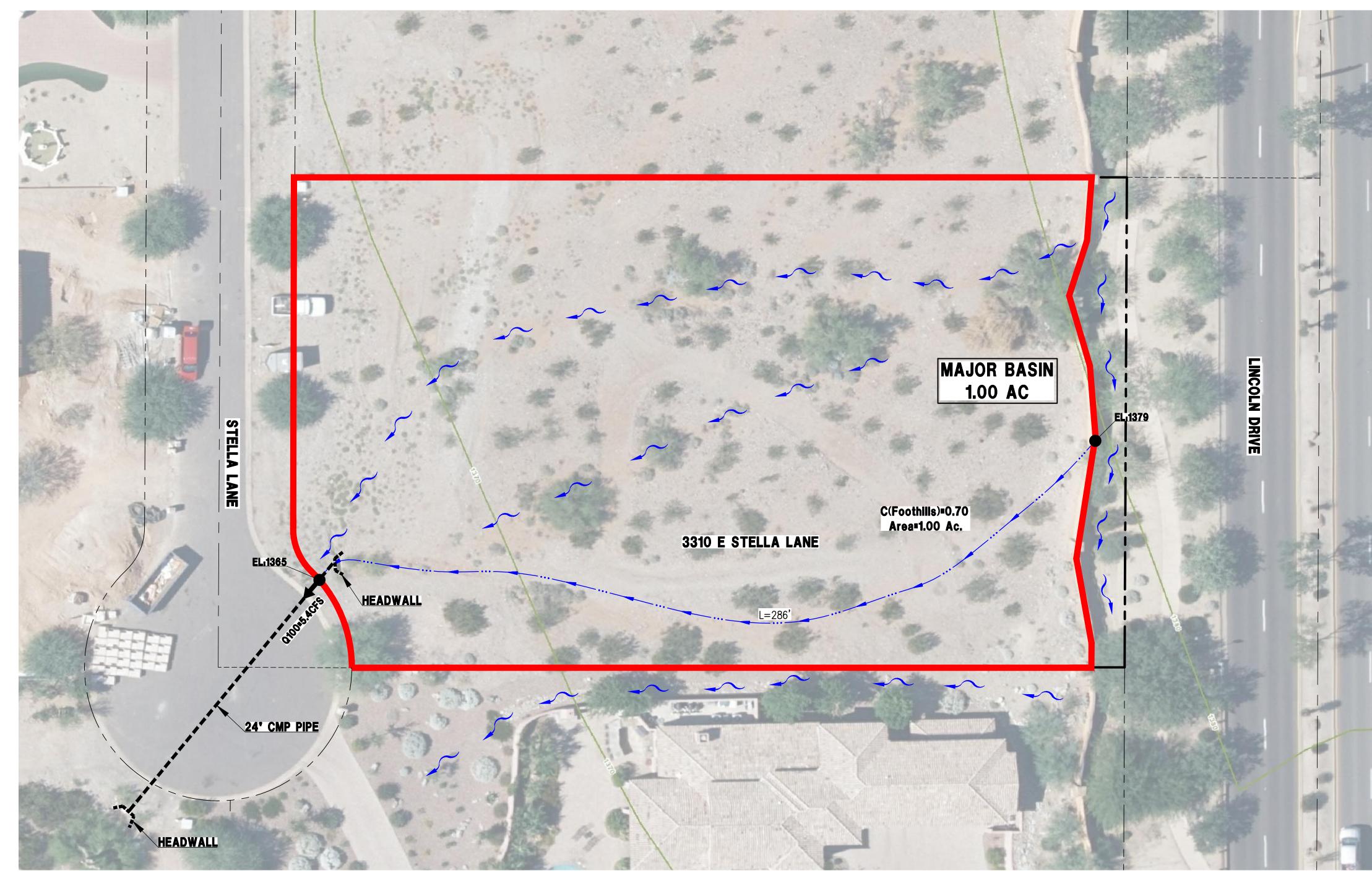
Respectfully Submitted,

Nick Prodanov, PE, PMP Principal Land Develop ment Group, LLC

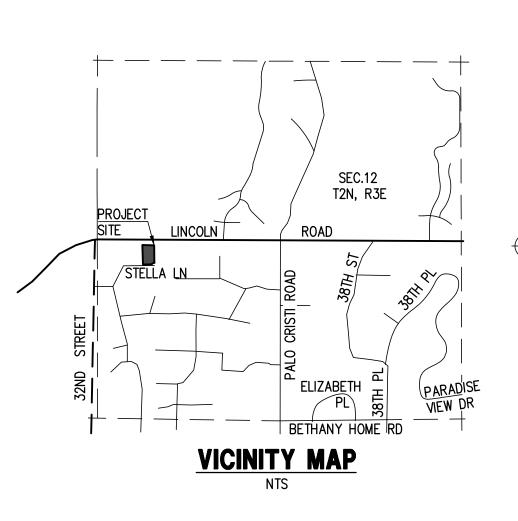
Enclosures: Exhibit 1 Drainage Map Exhibit 2 Aerial Maps Exhibit 3 Recorded Plat Exhibit 4 Grading and Drainage Plan Exhibit 5 Drainage Calculations



A SUBDIVISION PLAT RECORDED IN BOOK 681 OF MAPS, PAGE 10, MCR., LOCATED IN A PORTION OF THE NE 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 12, T.2N, R.3E OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



# DRAINAGE MAP **3310 E STELLA LN., PARADISE VALLEY, AZ 85253** LOT 6 - PRESERVE AT LINCOLN





## OWNER

PRESERVATION HOLDINGS LLC 4308 E WELDON AVE., PHOENIX, AZ 85018

APN: ADDRESS: 3310 E STELLA LN., PARADISE VALLEY, AZ 85253 R-43 45,697 S.F (1 040 LOT AREA: 45,697 S.F (1.049 AC.) CONSTRUCTION YEAR: VACANT LOT QS #: 21-35

## BENCHMARK

BRASS CAP IN HANDHOLE AT MARICOPA COUNTY HIGHWAY DEPARTMENT, HAVING AN ELEVATION OF 1387.346' (NAVD 88) TOWN OF PARADISE VALLEY DATUM, GDACS# 24034-1.

## **BASIS OF BEARINGS**

THE MONUMENT LINE OF STELLA LANE, THE BEARING OF WHICH IS N89°43'03"W, PER BOOK 681 OF MAPS, PAGE 10, RECORDS OF MARICOPA COUNTY. ARIZONA.

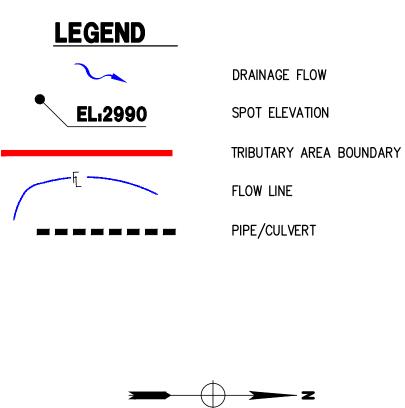
## LEGAL DESCRIPTION

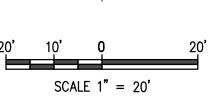
LOT 6, THE PRESERVE AT LINCOLN, ACCORDING TO BOOK 681 OF MAPS, PAGE 10, RECORDS OF MARICOPA COUNTY, ARIZONA.

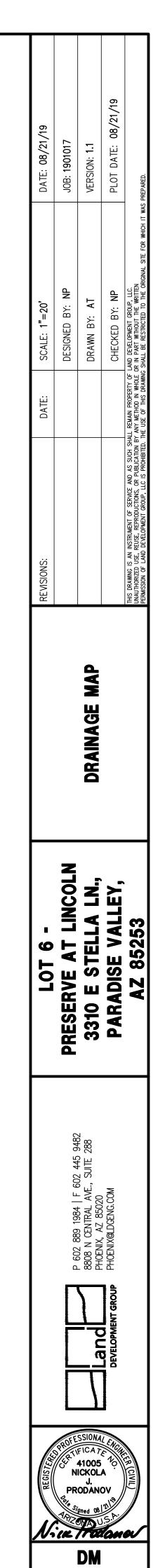
## FLOOD INSURANCE RATE MAP (FIRM) DATA

COMMUNITY # 040049	PANEL # 1745 OF 4425	SUFFIX L	BASE FLOOD
	PANEL DATE FIRM INDEX DATE 10/16/2013 11/04/2015	ZONE X*	ELEVATION N/A

\*AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN







OF **1** 



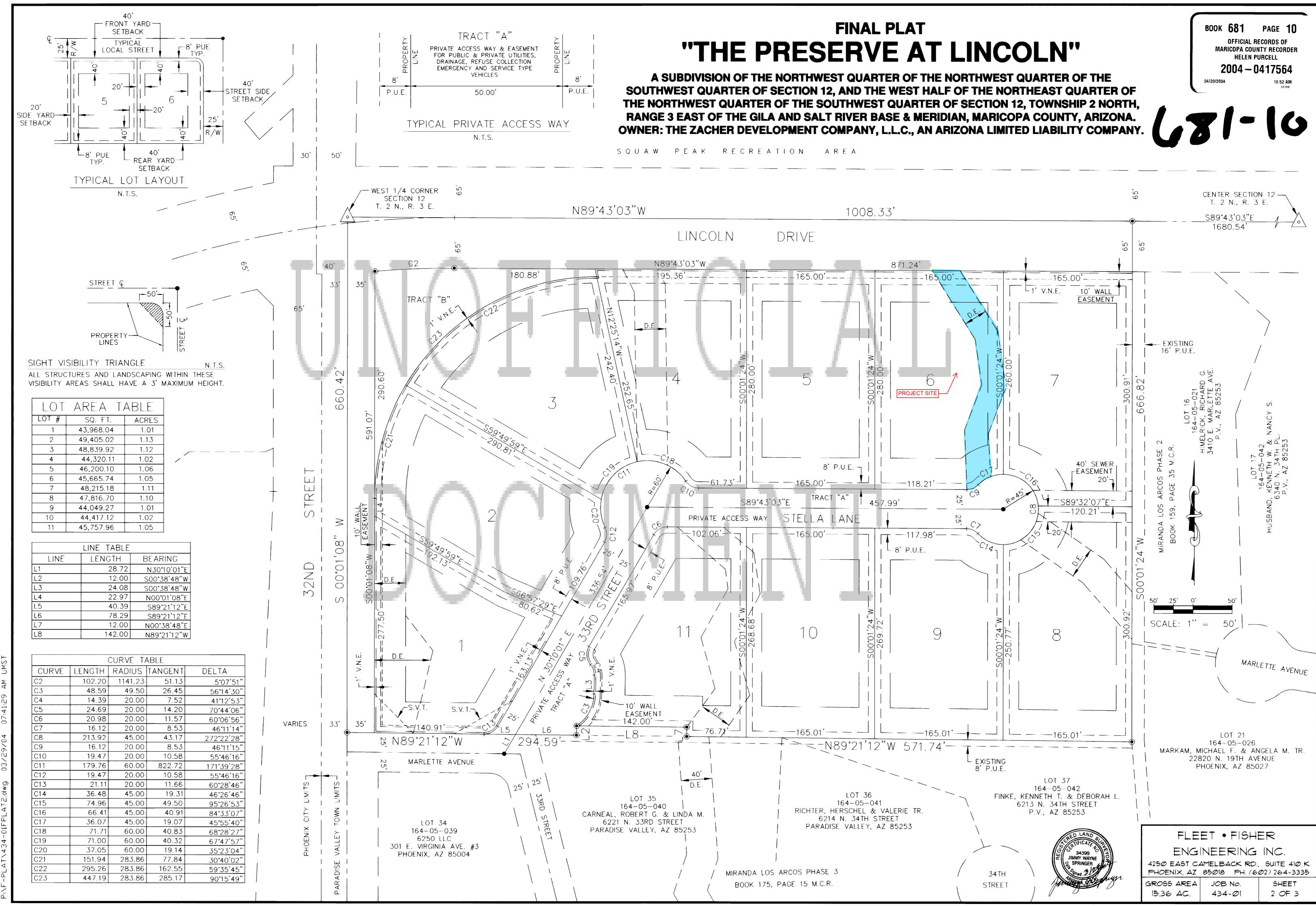


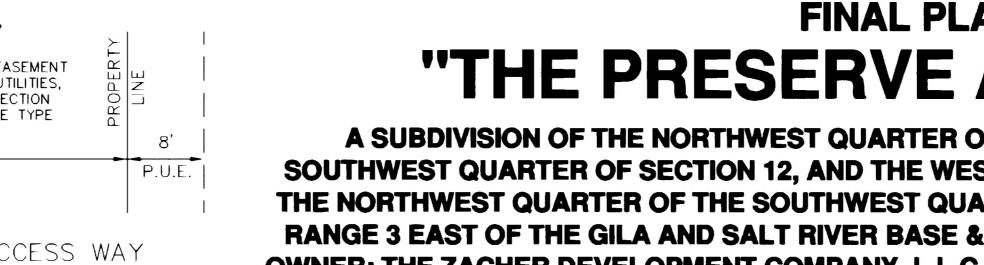


#### PROJECT SITE

LINCOLN DRIVE







## TOWN OF PARADISE VALLEY NOTES

- 1. PRIOR TO THE FIRST INSPECTION OF STRUCTURES WITHIN 3 FEET OF A SETBACK LINE, THE PROPERTY PINS SHALL BE PLACED BY A REGISTERED CIVIL ENGINEER OR LAND SURVEYOR OF THE STATE OF ARIZONA, AND THE PROPERTY LINE(S) IDENTIFIED.
- WHERE EXCAVATION IS TO OCCUR THE TOP 4" OF EXCAVATED NATIVE SOIL SHALL REMAIN ON THE SITE AND SHALL BE REUSED IN A MANNER THAT TAKES ADVANTAGE OF THE NATURAL SOIL SEED BANK IT CONTAINS.
- ALL WORK REQUIRED TO COMPLETE THE CONSTRUCTION COVERED BY THIS PLAN SHALL BE IN ACCORDANCE WITH THE MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) STANDARD SPECIFICATIONS AND DETAILS AND CURRENT SUPPLEMENTS THEREOF PER THE LOCAL MUNICIPALITY UNLESS SPECIFIED OTHERWISE IN THESE PLANS OR ELSEWHERE IN THE CONTRACT DOCUMENTS.
- THE CONTRACTOR IS TO COMPLY WITH ALL LOCAL STATE, AND FEDERAL LAWS AND REGULATIONS APPLICABLE TO THE CONSTRUCTION COVERED BY THIS PLAN.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND COMPLYING WITH ALL PERMITS REQUIRED TO
- COMPLETE ALL WORK COVERED BY THIS PLAN. 6. ALL EXTERIOR SITE LIGHTING SHALL COMPLY WITH THE APPLICABLE REQUIREMENTS FOR TYPE, LOCATION HEIGHT, WATTAGE, AND LUMEN BASED UPON THE FIXTURES INSTALLED PURSUANT TO SECTION 1023 OF THE TOWN OF PARADISE VALLEY ZONING ORDINANCE FOR NON-HILLSIDE PROPERTIES, SECTION 2208 OF THE TOWN OF PARADISE VALLEY ZONING ORDINANCE FOR HILLSIDE PROPERTIES, OR AS SPECIFIED IN THE SPECIAL USE PERMIT FOR SPECIAL USE PERMIT PROPERTIES.
- 7. A DUST CONTROL PLAN AND PERMIT MEETING THE REQUIREMENTS OF RULE 310 OF THE MARICOPA COUNTY AIR POLLUTION CONTROL REGULATIONS, AS AMENDED, IS REQUIRED. 8. A SEPARATE RIGHT-OF-WAY PERMIT IS NECESSARY FOR ANY OFF-SITE CONSTRUCTION.
- 9. AN APPROVED GRADING AND DRAINAGE PLAN SHALL BE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM THE PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
- 10. EAVE PROJECTIONS INTO REQUIRED SETBACKS ARE LIMITED TO A MAXIMUM OF 24" PURSUANT TO SECTION 1008 OF THE TOWN OF PARADISE VALLEY ZONING ORDINANCES. 11. ALL STRUCTURES AND LANDSCAPING WITHIN THE SIGHT VISIBILITY TRIANGLE SHALL HAVE A 2 FOOT
- MAXIMUM HEIGHT. 12. ALL NEW AND EXISTING ELECTRICAL SERVICE LINES SHALL BE BURIED PER THE TOWN OF PARADISE
- VALLEY REQUIREMENTS. 13. IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE TO ARRANGE FOR THE RELOCATION AND RELOCATION COSTS OF ALL UTILITIES, AND TO SUBMIT A UTILITY RELOCATION SCHEDULE PRIOR TO THE ISSUANCE OF
- AN ENGINEERING CONSTRUCTION PERMIT. 14. EXISTING AND/OR NEW UTILITY CABINETS AND PEDESTALS SHALL BE LOCATED A MINIMUM OF 4'BEHIND
- ULTIMATE BACK OF CURB LOCATION. 15. POOL, SPA, BARBECUE AND ANY PROPOSED STRUCTURES OVER 8"ABOVE GRADE REQUIRE SEPARATE PERMIT APPLICATIONS.
- 16. POOLS SHALL BE CONSTRUCTED BY SEPARATE PERMIT AND SECURED FROM UNWANTED ACCESS PER TOWN CODE, ARTICLE 5-2.
- 17. ALL FILL MATERIAL UNDER SLABS AND WALKS SHALL BE COMPACTED TO NOT LESS THAN 95%. 18. SETBACK CERTIFICATION IS REQUIRED AND SHALL BE PROVIDED TO TOWN INSPECTOR PRIOR TO STEM WALL INSPECTION.
- 19. FOR BUILDING PADS THAT HAVE 1'OR MORE OF FILL MATERIAL, SOILS COMPACTION TEST RESULTS ARE REQUIRED AND SHALL BE PROVIDED TO TOWN INSPECTOR PRIOR TO PRE-SLAB INSPECTION.
- 20. FINISHED FLOOR ELEVATION CERTIFICATION IS REQUIRED AND SHALL BE PROVIDED TO TOWN INSPECTOR PRIOR TO FRAMING INSPECTION. 21. MAIL BOXES SHALL COMPLY WITH THE TOWN OF PARADISE VALLEY STANDARDS FOR MAIL BOXES IN THE
- RIGHTOF-WAY FOR HEIGHT, WIDTH AND BREAK AWAY FEATURES. 22. ALL PATIOS, WALKS, AND DRIVES TO SLOPE AWAY FROM BUILDING AND GARAGES AT A MINIMUM SLOPE
- OF 1/4" PER FOOT UNLESS SPECIFIED OTHERWISE.
- 23. TRENCH BEDDING AND SHADING SHALL BE FREE OF ROCKS AND DEBRIS. 24. THE TOWN ONLY APPROVES THE SCOPE OF WORK AND NOT THE ENGINEERING DESIGN. ANY CONSTRUCTION QUANTITIES SHOWN ARE NOT VERIFIED BY THE TOWN
- 25. THE APPROVAL OF THE PLANS IS VALID FOR 180 DAYS. IF A PERMIT FOR CONSTRUCTION HAS NOT BEEN ISSUED WITHIN 180 DAYS, THE PERMIT MUST BE RENEWED. 26. A TOWN INSPECTOR WILL INSPECT ALL WORK WITHIN THE TOWN'S RIGHTS-OF-WAY. NOTIFY TOWN
- INSPECTION SERVICES TO SCHEDULE A PRECONSTRUCTION MEETING PRIOR TO STARTING CONSTRUCTION. 27. WHENEVER EXCAVATION IS NECESSARY, CALL ARIZONA811 BY DIALING 811 or 602-263-1100, TWO (2) WORKING DAYS BEFORE EXCAVATION BEGINS.
- 28. EXCAVATIONS SHALL COMPLY WITH REQUIREMENTS OF OSHA EXCAVATION STANDARDS (29 CFR, PART 1926, SUBPART P). UNDER NO CIRCUMSTANCES WILL THE CONTRACTORS BE ALLOWED TO WORK IN A TRENCH LOCATED WITHIN THE TOWN'S RIGHT-OF-WAY WITHOUT PROPER SHORING OR EXCAVATION METHODS.
- 29. PERMIT HOLDER SHALL POST A 6 SQUARE FOOT (2'X3') IDENTIFICATION SIGN, MADE OF DURABLE MATERIAL, IN THE FRONT YARD OF SUBJECT PROPERTY AND NOT IN THE TOWN'S RIGHT-OF-WAY. THE SIGN MAY NOT EXCEED A MAXIMUM OF 6 FEET IN HEIGHT FROM GRADE TO TOP OF THE SIGN. THE SIGN MUST INCLUDE THE PERMITTEE OR COMPANY NAME, PHONE NUMBER. TYPE OF WORK, ADDRESS OF PROJECT AND TOWN CONTACT NUMBER. 480-348-3556.
- 30. WHEN DEEMED NECESSARY, A 6-FOOT HIGH CHAIN LINK FENCE MUST BE INSTALLED AROUND THE CONSTRUCTION AREA TO PREVENT ANY POTENTIAL SAFETY HAZARD FOR THE PUBLIC. THE FENCE SHALL BE SETBACK AT LEAST 10 FEET FROM ALL RIGHTS-OF-WAY AND HAVE A 50-FOOT STREET CORNER SITE TRIANGLE WHERE APPLICABLE.
- 31. CLEAR ACCESS FOR NEIGHBORING PROPERTIES AND EMERGENCY VEHICLES MUST BE MAINTAINED AT ALL TIMES. CONSTRUCTION RELATED VEHICLES MUST BE LEGALLY PARKED ONLY ON ONE SIDE OF THE STREET OR JOB SITE PROPERTY.
- 32. ALL CONSTRUCTION DEBRIS AND EQUIPMENT MUST BE CONTAINED ON SITE AT ALL TIMES. CONTRACTOR AND PROPERTY OWNER MUST MAINTAIN THE JOB SITE FREE OF LITTER AND UNSIGHTLY MATERIALS AT ALL TIMES. CONSTRUCTION MATERIALS ARE PROHIBITED IN THE TOWN'S RIGHT-OF-WAY.
- 33. CONSTRUCTION ACTIVITIES ARE PERMITTED BETWEEN THE HOURS OF 7 AM AND 5 PM MONDAY THROUGH CONSTRUCTION ACTIVITIES MAY START ONE (1) HOUR EARLIER DURING THE SUMMER (MAY 1ST THROUGH SEPTEMBER 30TH)
- 34. THE USE AND OPERATION OF FUEL-FIRED GENERATORS IS PROHIBITED UNLESS DUE TO A HARDSHIP. TOWN APPROVAL SHALL BE REQUIRED.
- 35. THE CONTRACTOR AND PROPERTY OWNER SHALL BE LIABLE FOR ANY DAMAGE DONE TO ANY PUBLIC PROPERTY AS A RESULT OF ANY CONSTRUCTION OR CONSTRUCTION RELATED ACTIVITIES. NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL ALL AFFECTED RIGHTS-OF-WAY ARE CLEANED AND/OR REPAIRED TO THEIR ORIGINAL CONDITION AND UNTIL ANY AND ALL DAMAGES TO AFFECTED PROPERTIES ARE RESTORED TO ORIGINAL CONDITION.
- 36. A KEYED SWITCH SHALL BE REQUIRED ON ALL NEW AND EXISTING ELECTRIC ENTRY GATES. THE KEYED SWITCH SHALL BE INSTALLED IN A LOCATION THAT IS READILY VISIBLE AND ACCESSIBLE. KNOX BOX ORDER FORMS ARE AVAILABLE AT THE TOWN'S BUILDING SAFETY DEPARTMENT.
- 37. PROPERTY OWNER, BUILDER, OR GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR CONTROLLING DUST FROM THE SITE AT ALL TIMES. ALL MEANS NECESSARY SHALL BE USED BY THE BUILDER OR GENERAL CONTRACTOR TO CONTROL THE EXISTENCE OF DUST CAUSED BY ANY EARTHWORK, SPRAY APPLICATION OF MATERIALS, OR OTHER DUST-CAUSING PRACTICES REQUIRED BY THE CONSTRUCTION PROCESS.
- 38. APPROVAL OF THESE PLANS ARE FOR PERMIT PURPOSES ONLY AND SHALL NOT PREVENT THE TOWN FROM REQUIRING CORRECTION OF ERRORS IN THE PLANS WHERE SUCH ERRORS ARE SUBSEQUENTLY FOUND TO BE IN VIOLATION OF ANY LAW, ORDINANCE, HEALTH, SAFETY, OR OTHER DESIGN ISSUES. 39. ALL DRAINAGE PROTECTIVE DEVICES SUCH AS SWALES, INTERCEPTION DITCHES, PIPES PROTECTIVE BERMS,
- CONCRETE CHANNELS OR OTHER MEASURES DESIGNED TO PROTECT PROPOSED AND EXISTING IMPROVEMENTS FROM RUNOFF OR DAMAGE FROM STORM WATER, MUST BE CONSTRUCTED PRIOR TO THE CONSTRUCTION OF ANY IMPROVEMENTS.

### **ENGINEERS NOTES**

- 2. ALL WORK REQUIRED TO COMPLETE THE CONSTRUCTION COVERED BY THIS PLAN SHALL BE IN ACCORDANCE
- GRADING SHALL BE IN CONFORMANCE WITH 2015 IBC SEC. 1803 AND APPENDIX J. 4. 5% MINIMUM SLOPE AWAY FROM BUILDING FOR A MINIMUM 10', U.N.O.
- SPECIFICATIONS AND STANDARD DETAILS.
- CONTROL REGULATIONS, AS AMENDED, IS REQUIRED. A SEPARATE PERMIT IS NECESSARY FOR ANY OFFSITE CONSTRUCTION.
- THE PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
- 10. ALL STRUCTURES AND LANDSCAPING WITHIN THE SIGHT VISIBILITY TRIANGLE SHALL HAVE A 2 FOOT MAXIMUM HEIGHT.
- 6" BELOW FINISHED FLOOR UNLESS SPECIFIED OTHERWISE.
- D698.
- PLAN.
- ALL WORK COVERED BY THIS PLAN.
- ELSEWHERE
- HOURS IN ADVANCE FOR BLUE STAKE (1-800-STAKE-IT) PRIOR TO ANY EXCAVATION.
- COORDINATION OF ANY NECESSARY UTILITY RELOCATION WORK. THE REFERENCED REQUIRED SPECIFICATIONS AND DETAILS.
- THAT SHOWN ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE OWNER'S AGENT.
- AGENT
- 21. COORDINATION BETWEEN ALL PARTIES IS ESSENTIAL PART OF CONTRACT. HAZARDS.
- PROCEDURES ARE NOT FOLLOWED.
- IN PLACE BEFORE STARTING CULVERT WORK.
- 25. ALL ON-SITE UTILITIES PER OTHERS.
- LIABILITY. 28. ALL DISTURBED AREAS ARE TO BE ROPED AND ROPING MUST MATCH PLAN. 29. VEGETATION OUTSIDE OF CONSTRUCTION AREA TO REMAIN.
- ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
- 32. ANY FUTURE IMPROVEMENTS SHOWN HEREON SHALL REQUIRE A SEPARATE PERMIT.
- SITE PLAN TO DETERMINE FINAL HOUSE, WALL, STEP, ETC., LOCATIONS AND ELEVATIONS. 35. ALL DRAINAGE FACILITIES TO BE MAINTAINED BY HOMEOWNER.
- NATURAL GRADE OR FINISHED GRADE WHICHEVER IS LOWER (TYPICAL). 38. REFER TO STRUCTURAL DRAWINGS, DETAILS AND CALCULATIONS FOR ALL PROPOSED RETAINING WALLS.
- FALL PROTECTION BARRIER U.N.O.
- PHOENIX SUPPLEMENT TO MAG. 41. ALL PIPES AND FITTINGS SHALL BE INSTALLED PER MANUFACTURE'S SPECIFICATIONS AND DETAILS.
- SEPARATE PERMIT 43. COORDINATE RIPRAP COLOR WITH LANDSCAPE PLANS AND DETAILS.
- WALLS.
- 45. DISTURBED AREA 1.076 > 1 ACRE; NPDES PERMIT IS REQUIRED.
- WALLS AND PAVEMENT.
- DRAINS AND TRENCH DRAINS.

# **GRADING & DRAINAGE PLAN GRIES RESIDENCE 3310 E STELLA LN., PARADISE VALLEY, AZ 85253**

LOT 6 - PRESERVE AT LINCOLN

A SUBDIVISION PLAT RECORDED IN BOOK 681 OF MAPS, PAGE 10, MCR.,

LOCATED IN A PORTION OF THE NE 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 12, T.2N, R.3E

OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

1. MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION INCLUDING LATEST REVISION AND CURRENT SUPPLEMENTS THEREOF PER THE LOCAL TOWN OR CITY) ARE INCORPORATED INTO THIS PLAN IN THEIR ENTIRETY.

WITH THE M.A.G. STANDARD SPECIFICATIONS AND DETAILS AND CURRENT SUPPLEMENTS THEREOF PER THE LOCAL CITY OR TOWN UNLESS SPECIFIED OTHERWISE IN THESE PLANS OR ELSEWHERE IN THE CONTRACT DOCUMENTS. CONTRACTORS SHALL FAMILIARIZE THEMSELVES WITH ALL REQUIRED STANDARD SPECIFICATIONS, DETAILS AND SUPPLEMENTS PRIOR TO BIDDING THE WORK FOR THE CONSTRUCTION COVERED BY THIS PLAN.

5. ALL CONSTRUCTION SHALL CONFORM TO THE LATEST MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.)

6. A DUST CONTROL PLAN MEETING THE REQUIREMENTS OF RULE 310 OF THE MARICOPA COUNTY AIR POLLUTION

8. AN APPROVED GRADING AND DRAINAGE PLAN SHALL BE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM

9. ALL DRAINAGE PROTECTIVE DEVICES SUCH AS SWALES, INTERCEPTOR DITCHES, PIPES, PROTECTIVE BERMS, BARRIER WALLS, CONCRETE CHANNELS OR OTHER MEASURES DESIGNED TO PROTECT ADJACENT BUILDINGS OR PROPERTY FROM STORM RUNOFF MUST BE COMPLETED PRIOR TO BUILDING CONSTRUCTION.

11. ALL PATIOS, WALKS, AND DRIVES TO SLOPE AWAY FROM BUILDING AND GARAGES AT A MINIMUM SLOPE OF 1/4" PER FOOT UNLESS SPECIFIED OTHERWISE. ALL LAWN AREAS ADJOINING WALKS OR SLABS WILL BE GRADED TO 2" BELOW THE TOP OF SLAB. TYPICAL FINISHED GRADE AROUND PERIMETER OF BUILDING IS MINUS

12. ALL MATERIAL TO BE UNDER SLABS AND WALKS SHALL BE COMPACTED TO NOT LESS THAN 95% PER ASTM

13. THE QUANTITIES AND SITE CONDITIONS DEPICTED IN THESE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE SUBJECT TO ERROR AND OMISSION. CONTRACTORS SHALL SATISFY THEMSELVES AS TO ACTUAL QUANTITIES AND SITE CONDITIONS PRIOR TO BIDDING THE WORK FOR THE CONSTRUCTION COVERED BY THIS

14. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND COMPLYING WITH ALL PERMITS REQUIRED TO COMPLETE

15. THE CONTRACTOR IS RESPONSIBLE FOR ALL METHODS, SEQUENCING, AND SAFETY CONCERNS ASSOCIATED WITH THIS PROJECT DURING CONSTRUCTION, UNLESS SPECIFICALLY ADDRESSED OTHERWISE IN THIS PLAN OR

16. A REASONABLE EFFORT HAS BEEN MADE TO SHOW THE LOCATIONS OF EXISTING UNDERGROUND FACILITIES AND UTILITIES IN THE CONSTRUCTION AREA. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO UTILITIES AND/OR FACILITIES CAUSED DURING THEIR CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL CALL 48

17. THE CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION OF CONSTRUCTION AFFECTING UTILITIES AND THE 18. ALL PAVING, GRADING, EXCAVATION, TRENCHING, PIPE BEDDING, CUT, FILL AND BACKFILL SHALL COMPLY WITH

THE RECOMMENDATIONS SET FORTH IN THE SOILS (GEOTECHNICAL) REPORT FOR THIS PROJECT IN ADDITION TO 19. THE CONTRACTOR IS TO VERIFY THE LOCATION AND THE ELEVATIONS OF ALL EXISTING UTILITIES AT POINTS OF TIE-IN PRIOR TO COMMENCING ANY NEW CONSTRUCTION. SHOULD ANY LOCATION OR ELEVATION DIFFER FROM

20. CONTRACTOR TO VERIFY AND COORDINATE ALL DIMENSIONS AND SITE LAYOUT WITH ARCHITECTURE'S FINAL SITE PLAN AND FINAL BUILDING DIMENSIONS BEFORE STARTING WORK. REPORT DISCREPANCIES TO OWNER'S

22. CONTRACTOR IS RESPONSIBLE FOR PROJECT AND SITE CONDITIONS, AND TO WORK WITH WEATHER CONDITIONS AS THE PROJECT SITE MAY BE LOCATED IN A FLOOD PRONE AREA AND SUBJECT TO FLOODING AND ITS

23. THE CONTRACTOR IS TO VERIFY THE LOCATION, ELEVATION, CONDITION, AND PAVEMENT CROSS-SLOPE OF ALL EXISTING SURFACES AT POINTS OF TIE-IN AND MATCHING, PRIOR TO COMMENCEMENT OF GRADING, PAVING, CURB AND GUTTER, OR OTHER SURFACE CONSTRUCTION. SHOULD EXISTING LOCATIONS, ELEVATIONS, CONDITION OR PAVEMENT CROSS-SLOPE DIFFER FROM THAT SHOWN ON THESE PLANS, RESULTING IN THE DESIGN INTENT REFLECTED ON THESE PLANS NOT ABLE TO BE CONSTRUCTED. THE CONTRACTOR SHALL NOTIFY THE OWNER'S AGENT IMMEDIATELY FOR DIRECTION ON HOW TO PROCEED PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR ACCEPTS RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH CORRECTIVE ACTION IF THESE

24. CONTRACTOR IS RESPONSIBLE TO COORDINATE UTILITY CROSSINGS AT CULVERT CROSSINGS BEFORE STARTING WORK ON CULVERT. COORDINATE WITH OWNER REPRESENTATIVE. VERIFY UTILITY LINES AND/OR CONDUITS ARE

26. THIS PROJECT REQUIRES A REGULAR ONGOING MAINTENANCE PROGRAM FOR THE DESIGNED DRAINAGE SYSTEM(S) TO PRESERVE THE DESIGN INTEGRITY AND THE ABILITY TO PERFORM ITS OPERATIONAL INTENT. FAILURE TO PROVIDE MAINTENANCE WILL JEOPARDIZE THE DRAINAGE SYSTEM(S)' PERFORMANCE AND MAY LEAD TO IT'S INABILITY TO PERFORM PROPERLY AND/OR CAUSE DAMAGE ELSEWHERE IN THE PROJECT. 27. IF A DISCREPANCY IS FOUND BETWEEN ENGINEER'S PLAN OR SURVEYOR'S STAKING AND THE ARCHITECTURAL PLAN. ENGINEER SHALL BE NOTIFIED IMMEDIATELY. FAILURE TO NOTIFY ENGINEER SHALL NEGATE ENGINEER'S

30. AREAS OUTSIDE THE WALL AND CUT AND FILL SLOPES SHALL BE REVEGETATED WITH SIMILAR PLANT TYPES AND DENSITIES FOUND ON THE SITE. REVEGETATION SHALL BE COMPLETED PRIOR TO OCCUPANCY AND THE

31. MECHANICAL EQUIPMENT SHALL BE SCREENED TO A MINIMUM OF ONE FOOT ABOVE TOP OF EQUIPMENT.

33. ANY POINTS OF DRAINAGE CONCENTRATION SHOULD BE PROTECTED AGAINST EROSION WITH NATIVE STONE. 34. THIS PLAN IS DESIGNED TO SHOW SITE GRADING AND DRAINAGE CONTRACTOR SHALL USE THE ARCHITECTURAL

36. SEE ARCHITECTURAL AND STRUCTURAL PLANS FOR SITE AND RETAINING WALLS LAYOUT, DIMENSIONS, AND DETAILS. TOP OF FOOTING ELEVATIONS SHOWN IN PLAN ARE APPROXIMATE ONLY. ACTUAL TOP OF FOOTINGS TO BE DETERMINED AT TIME OF CONSTRUCTION AND TO BE A MINIMUM OF SIX INCHES BELOW EXISTING

37. REFER TO ARCHITECTURAL DRAWINGS FOR BUILDING LAYOUT, DIMENSIONS AND ELEVATIONS.

39. FOR CHANGE IN ELEVATION THAT ARE GREATER THAN 30", PROVIDE 36" HIGH GUARDRAILS FOR TOTAL OF 42"

40. ALL WATER AND SEWER LINES AND CONNECTIONS MUST BE INSTALLED PER IPC 2015, MAG AND CITY OF

42. ABANDONMENT OR REMOVAL OF EXISTING SEPTIC SYSTEMS SHALL BE PERFORMED IN ACCORDANCE WITH THE MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT RULES AND STANDARDS, AND WILL REQUIRE

44. VERIFY AND COORDINATE WITH ARCHITECTURAL AND LANDSCAPE PLANS LOCATION AND HEIGHT OF ALL SITE

46. REFER TO ARCHITECTURAL PLANS AND DETAILS FOR DEMOLITION OF EXISTING BUILDING STRUCTURE, SITE

47. VERIFY AND COORDINATE WITH LANDSCAPE PLANS FINAL LOCATION AND GRATE TYPE OF SPECIFIED AREA

|--|

<u> </u>		1.
	SECTION CORNER	2.
$\square$		۷.
	1/4 QUARTER	3.
$\textcircled{\textbf{O}}$	BRASS CAP IN HANDHOLE	4.
۲	BRASS CAP FLUSH	5. /
٠	FOUND REBAR AS NOTED	
0	CALCULATED POINT	5.
	PROPERTY LINE	0.
	EASEMENT LINE	
•	MONUMENT LINE FIRE HYDRANT	<u>E</u> /
WM	WATER METER	CUT: <u>FILL:</u>
S	SEWER MANHOLE	NET
⊗	WATER VALVE	ALL ESTIN
CTV	CABLE TV RISER	THE
		dete Bids
	TELEPHONE PEDESTAL	
	SIGN IRRIGATION CONTROL BOX	N
£	MAILBOX	ALL
C	COMMUNICATIONS LINE	SHA PLA
T	CATV, PHONE	SAL
S	SEWER LINE	
G	GAS LINE	1. U
W	WATER LINE	F
——Е——	ELECTRIC LINE	2. F A
1370	EXISTING CONTOUR	3. R 4. T
$\mathcal{L}$	EXIST. DRAINAGE FLOW	D A
tr. rr	EXIST. SPOT ELEVATION	Sł
	TREE	C−1 C−2
0		C-3
	SAQUARO	
	BARREL CACTUS	D -
•71.00	PROPOSED SPOT ELEVATION	DR
71	PROPOSED CONTOUR	A
	CATCH BASIN	
	STORM DRAIN PIPE	
TW: XX.XX TRW: XX.XX	TOP OF WALL TOP OF RETAINING WALL	
FG: XX.XX (BW: XX.XX)	FINISH GRADE BACK OF WALL	
ŤF: XX.XX	TOP OF FOOTING	
<u>ABBREVI</u>		
	OF CURB DING SETBACK LINE	
ହୁ CENT	ERLINE	
	NAGE EASEMENT ING GRADE	
EL, ELEV ELEV EP EDGE	ATION OF PAVEMENT	
ESMT EASE	MENT	Т
EX, EXIST. EXIST FG FINISI	ING H GRADE	
FND FOUN		(1)
(M) MEAS	SURED	
MH MANH		
P, PVMT PAVE		
(R), REC. RECO	RDED	
R RADIL R/W RIGHT	JS T OF WAY	PA\ LAV
T TANG	ENT, TELEPHONE OF CURB	DES
	OF GRATE	<u> </u>

WEST, WATERLINE

WATER METER

TOWN OF PARADISE VALLEY

WALL DRAINAGE OPENING

TPV

WDO

WM

w

## **GRADING SPECIFICATIONS**

- EXCAVATION AND GRADING OF THIS SITE IS CLASSIFIED AS "ENGINEERED GRADING" PER 2015 I.B.C. AND WILL BE PERFORMED ACCORDINGLY.
- THE CONTRACTOR WILL RETAIN A SOILS ENGINEER DURING CONSTRUCTION TO INSPECT PROGRESS OF CONSTRUCTION. CONCERNING PREPARATION OF GROUND TO RECEIVE FILLS, TESTING AND REQUIRED
- COMPACTION STABILITY OF ALL FINISH SLOPES INCLUDING CUT SLOPES. COMPACTION SHALL COMPLY WITH M.A.G. SECTION 601 AND PROVISIONS AS SET FORTH IN THE APPROVED GEOTECHNICAL REPORT
- CUT AND FILL SLOPES SHALL BE PER THE APPROVED GEOTECHNICAL REPORT. ANY RETAINING WALLS ADJACENT TO THE PROPERTY LINES WILL BE UNDER THE SCOPE OF SPECIAL INSPECTION BY THE SOILS ENGINEER. THE DEVELOPER SHALL NOTIFY THE ADJOINING PROPERTY OWNERS IN WRITING, TEN DAYS PRIOR TO START OF CONSTRUCTION ON THESE WALLS PER SECTION 2903-B OF I.B.C. THE DEVELOPER WILL HAVE TO PROVIDE MEANS OF PROTECTION OF ADJACENT PROPERTY WHILE THIS WORK IS UNDER CONSTRUCTION.
- THE USE OF HYDRAULIC RAM HAMMERS AND HEAVY EQUIPMENT SHALL BE LIMITED TO USE BETWEEN THE HOURS OF 7:00AM AND 6:00PM MONDAY THROUGH SATURDAY WITH NO WORK ON SUNDAY.

## ARTHWORK QUANTITIES : 1,989 C.Y.

<u>727 C.Y.</u> CUT: 1,262 C.Y.

QUANTITIES LISTED ON THESE PLANS ARE MATES ONLY. NO SHRINK OR SWELL IS ASSUMED. CONTRACTOR SHALL MAKE THEIR OWN TERMINATION OF THE QUANTITIES AND BASE THEIR S ON THEIR ESTIMATES.

## **ATIVE PLANTS**

. NATIVE PLANTS IMPACTED BY CONSTRUCTION ALL BE RELOCATED ON SITE. SEE LANDSCAPE AN AND NATIVE PLANT INVENTORY AND LVAGE PLAN.

## RAINAGE STATEMENT

- ULTIMATE STORM OUTFALL IS LOCATED NEAR THE SOUTHEASTERLY PROP. CORNER AT ELEVATION OF 1364.00
- PROPOSED DEVELOPMENT DOES NOT IMPACT DRAINAGE CONDITIONS OF
- ADJOINING LOTS. RETENTION IS PROVIDED FOR THE 100-YEAR, 2-HOUR STORM EVENT.
- THE FINISH FLOOR ELEVATION OF 1371.50' IS SAFE FROM INUNDATION DURING A 100-YEAR PEAK RUN-OFF EVENT IF CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS.

## HEET INDEX

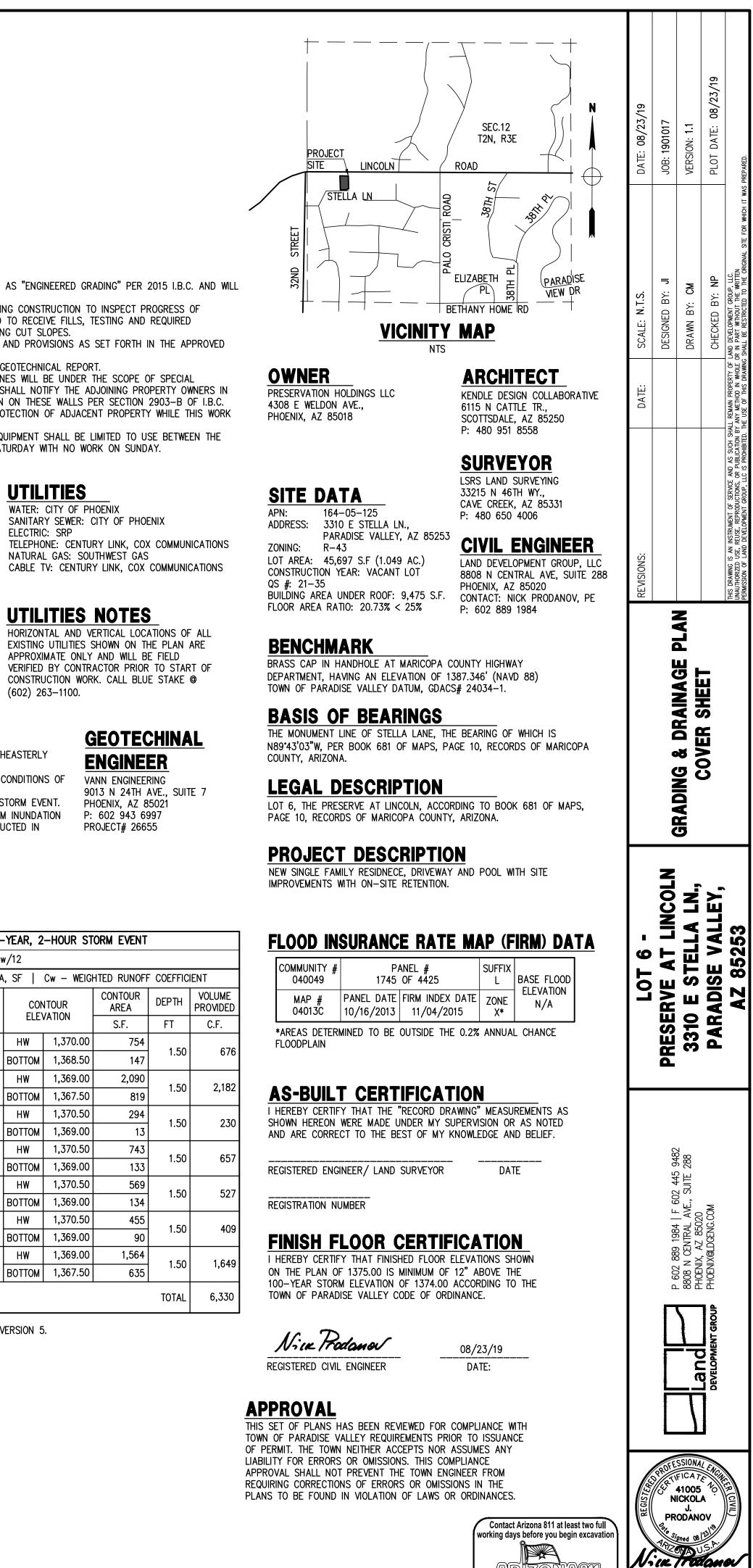
C—1	COVER SHEET
C-2	IMPROVEMENT PLAN,
	CROSS SECTIONS

STORM DRAIN PLAN

		ON-SITE RET	ENTION FOR	R THE 100-	-YEA				
				V=DxAxCv	w/12				
d – Rainf	ALL DEPTH	H=2.50"(1)	A – TRIB	UTARY AREA	N, SF				
	AREA	RUNOFF COEFFICIENT	VOLUME REQUIRED	RETENTION					
AREA	S.F.	Cw	C.F.	BASIN ID					
					Н				
				A1	BOT				
		40	Н						
				A2	вот				
				A 7	Н				
				A3	вот				
А	45,697	0.65 6.188	5,697 0.65 6,188 A4		Н				
~	70,037	43,697	0.05 0,1			43,097 0.05		A4	BOT
				A5	Н				
				AD	вот				
				A6	H				
				AU	вот				
				Α7	Н				
				~ ~ /	вот				
TOTAL			6,188						

RAINFALL DEPTH IS PER NOAA ATLAS 14, VOLUME 1, VERSION 5.

WEIGHTED RUNOFF COEFFICIENT, CW AREA A									
SURFACE TYPE	RUNOFF COEFFICIENT	AREA	C*AREA						
	С	SF							
PAVEMENT & ROOFTOPS	0.95	16,780	15,941						
LAWN	0.31	3,368	1,044						
DESERT LANDSCAPING	0.50	25,549	12,775						
	29,760								
Cw = C *	AL AREA	0.65							



TOWN ENGINEER TOWN OF PARADISE VALLEY

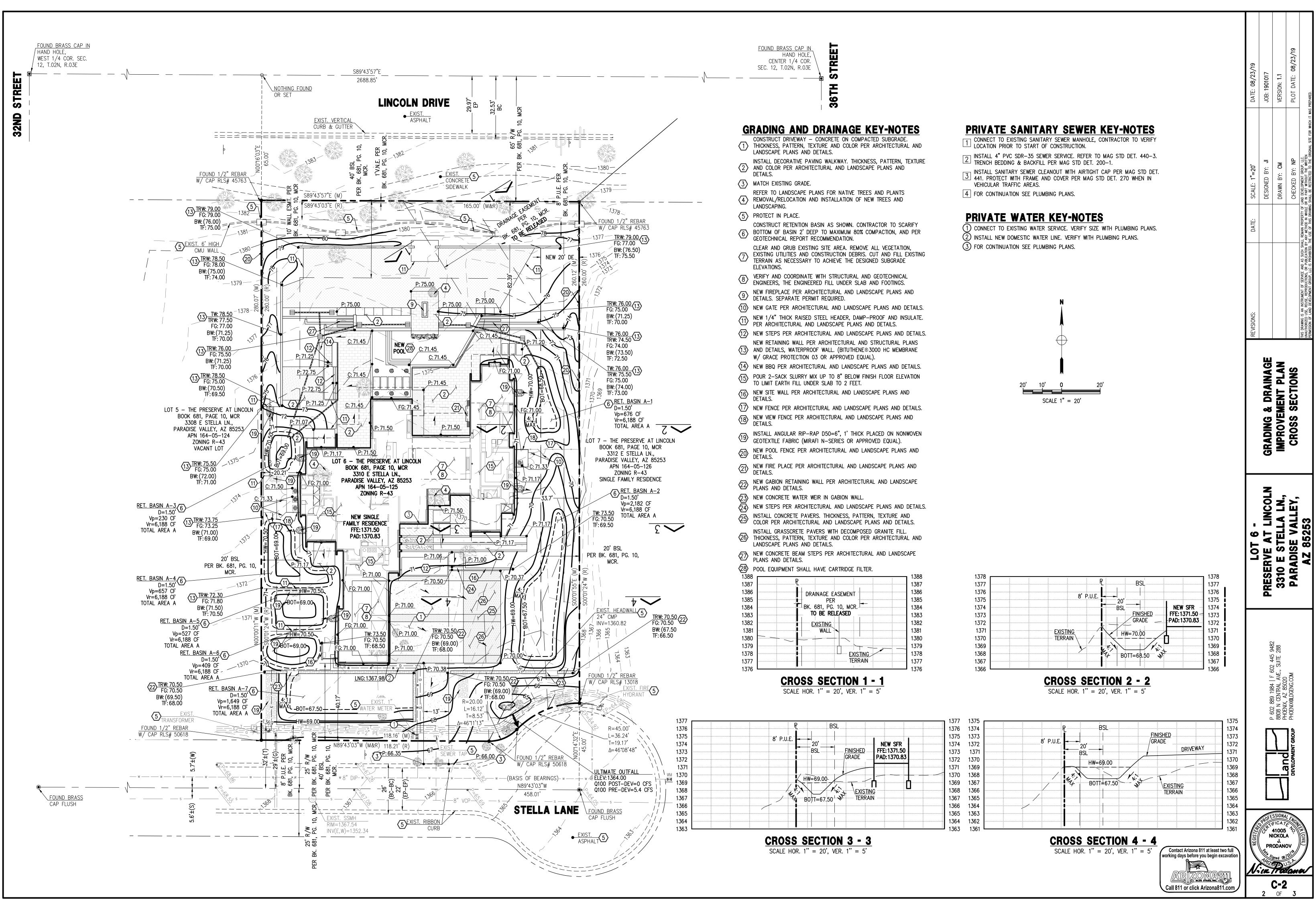
BLUE STARE, INC.

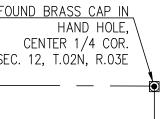
Call 811 or click Arizona811.com

**C-1** 

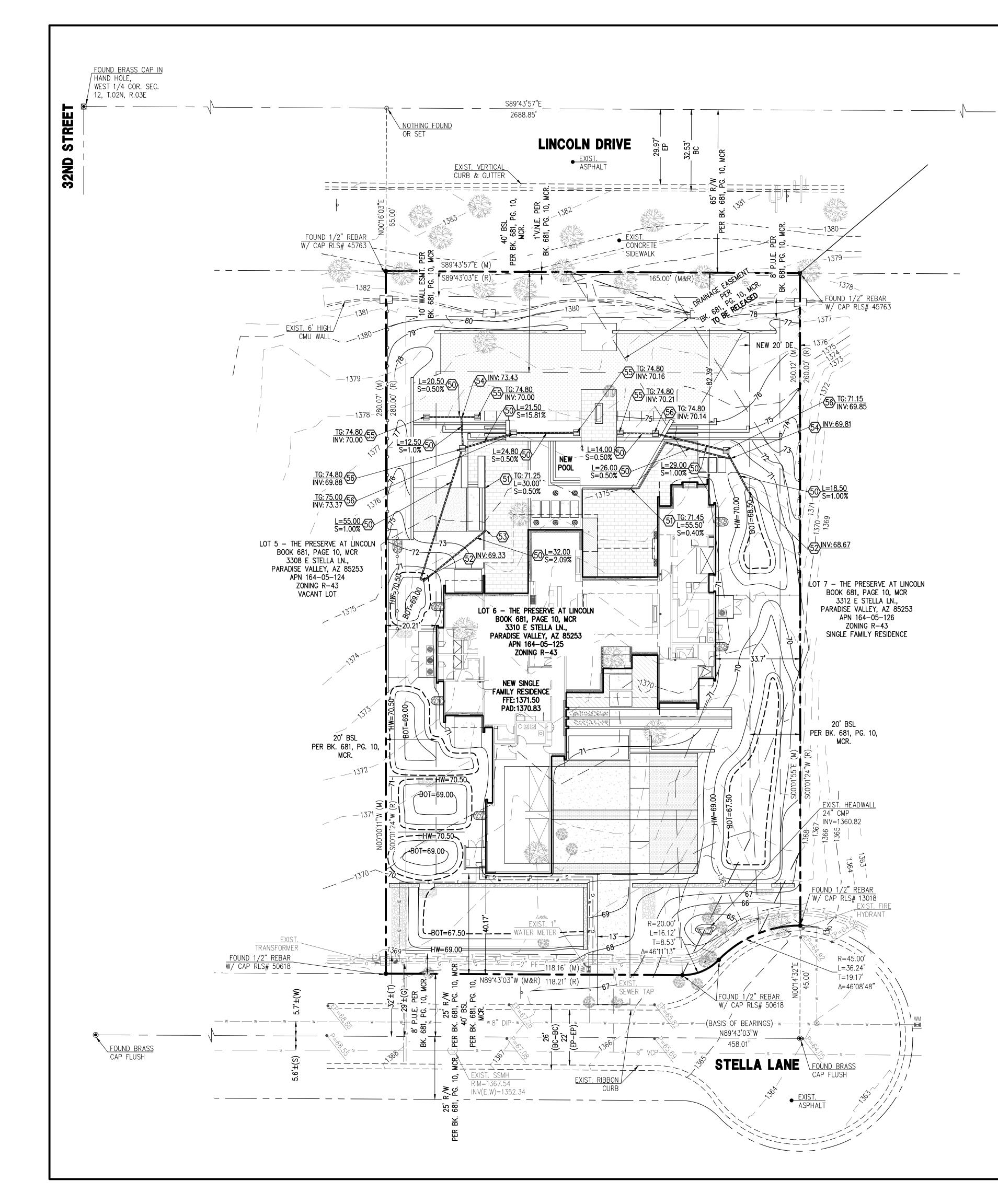
OF **3** 

DATE





388	
387	
386	DRAINAGE EASEMENT
385	
384	BK. 681, PG. 10, MCR.
383	TO BE RELEASED
382	EXISTING
381	WALL
380	
379	
378	EXISTING TERRAIN
377	TERRAIN
376	



## STORM DRAIN KEY-NOTES

50 INSTALL 6" PVC STORM DRAIN PIPE, INCLUDING ALL FITTINGS PER MANUFACTU SPECIFICATIONS, DETAILS AND INSTALLATION INSTRUCTIONS.

EET

R

S

6TH

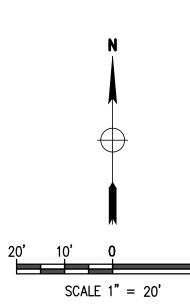
S

FOUND BRASS CAP IN

CENTER 1/4 COR. SEC. 12, T.02N, R.03E

HAND HOLE,

- INSTALL ACO KLASSIKDRAIN K100 TRENCH DRAIN SYSTEM, COMPLETE WITH ALL FITTINGS AND ACO IRON GRATE (478Q) OR APPROVED EQUAL. REFER TO MANU SPECIFICATIONS, DETAILS AND INSTALLATION INSTRUCTIONS. CONNECT NEW TRE NEW STORM DRAIN PIPE WITH OUTLET ADAPTER AND ALL REQUIRED FITTINGS.
- 52 NEW STORM DRAIN PIPE OUTLET TO DAYLIGHT AT FINISHED GRADE.
- INSTALL TRENCH DRAIN END/BOTTOM OUTLET CONNECTION TO STORM DRAIN P ALL FITTINGS PER MANUFACTURER'S SPECIFICATIONS, DETAILS AND INSTALLATION
- (54) INSTALL WYE CONNECTION INCLUDING ALL FITTINGS PER MANUFACTURER'S SPE DETAILS AND INSTALLATION INSTRUCTIONS.
- INSTALL NYLOPLAST ADS INLINE DRAIN 2712AG WITH 12" X 12" ADS 1299CGP OXIDIZED FINISH WITH WATERTIGHT CONNECTIONS, INCLUDING ALL ADAPTERS & MANUFACTURER'S SPECIFICATIONS, DETAILS AND INSTALLATION INSTRUCTIONS, EQUAL.
- (56) INSTALL NYLOPLAST ADS DRAIN BASIN 2812AG WITH 12" X 12" ADS 1299CGP OXIDIZED FINISH WITH WATERTIGHT CONNECTIONS, INCLUDING ALL ADAPTERS & MANUFACTURER'S SPECIFICATIONS, DETAILS AND INSTALLATION INSTRUCTIONS, EQUAL. OR APPROVED EQUAL.



		DATE: 08/23/19	JOB: 1901017	VERSION: 1.1	PLOT DATE: 08/23/19	WHICH IT WAS PREPARED.
		SCALE: 1"=20'	DESIGNED BY: JI	DRAWN BY: CM	CHECKED BY: NP	This drawing is an instrument of service and as such shall remain property of land development group, llc. Unauthorized use, reuse, reproductions, or publication by any method in whole or in part mithout the written Permission of land development group, llc is prohibited. The use of this drawing shall be restricted to the original site for which it was prepared
TURER'S LL REQUIRED NUFACTURER'S RENCH DRAIN TO		DATE:				The and as such shall remain property of us, or publication by any mende () as the proversities the use of this drawing . LLC is proversitied. The use of this drawing
PIPE INCLUDING TION INSTRUCTIONS. PECIFICATIONS, P GRATE WITH & FITTINGS PER , OR APPROVED		REVISIONS:				THIS DRAWING IS AN INSTRUMENT OF SERV UNALTHORIZED USE, REURGE, REPRODUCTION PERMISSION OF LAND DEVELOPMENT GROUP
<ul> <li>GRATE WITH</li> <li>FITTINGS PER</li> <li>OR APPROVED</li> </ul>				GRADING & DRAINAGE	OLORM URAIN FLAN	
		LOT 6 -	PRESERVE AT LINCOLN	3310 E STELLA LN.,	PARADISE VALLEY,	AZ 85253
			D 607 880 1984   F 607 445 9487	8808 N CENTRAL AVE., SUITE 288 PHOFNIX. AZ 85020	MENT GROUP	
	Contact Arizona 811 at least two full working days before you begin excavation	REGISTERS	PR PR PR PR PR PR	SSIONA FICA 7 41005 ICKOLA J. ODANO 9000 00 0 F	A DV	

Page 1

9/2/2019

#### Proje ct

Reference Title Location Agency 1901017 3310 E Stella Ln 3310 E Stella Ln., Paradise Valley, AZ 85253 Town of Paradise Valley

#### Project Defaults

Model	Rational
Land Use Agency	FCDMC
Rainfall	NOAA14
Roads Agency	MCDOT
Inlets Agency	MCDOT

#### Com ments

#### Town of Paradise Valley Drainage Design Management System RAINFALL DATA Project Reference: 1901017

Page 1									9/2/2019
ID	Method	Duration	2 Yr	5 Yr	10 Yr	25 Yr	50 Yr	100 Yr	
DEFAULT	NOAA14	5 MIN	0.252	0.343	0.412	0.504	0.575	0.647	
	NOAA14	10 MIN	0.384	0.521	0.626	0.767	0.875	0.984	
	NOAA14	15 MIN	0.476	0.647	0.777	0.951	1.084	1.220	
	NOAA14	30 MIN	0.641	0.870	1.046	1.280	1.460	1.643	
	NOAA14	1 HOUR	0.793	1.077	1.294	1.584	1.807	2.033	
	NOAA14	2 HOUR	0.905	1.210	1.443	1.760	2.000	2.251	
	NOAA14	3 HOUR	0.972	1.277	1.517	1.854	2.121	2.400	
	NOAA14	6 HOUR	1.158	1.484	1.742	2.095	2.371	2.660	
	NOAA14	12 HOUR	1.306	1.654	1.927	2.297	2.580	2.872	
	NOAA14	24 HOUR	1.553	2.014	2.378	2.885	3.285	3.703	

Page 1					Di	rainage Des	of Paradise V sign Manager LAND USE Reference: 1	ment System	1		9/2/2019
Sub Basin	Land Use Code	Area (acres)	Area (%)	Kb			Runoff Co	efficient C			Description
Buoin		(40.00)	(70)		2 Year	5 Year	10 Year	25 Year	50 Year	100 Year	
Major I	Bas in ID: 01										
1	130	1.00	100.0	0.040	0.48	0.48	0.48	0.53	0.58	0.70*	Large Lot Residential - Single Family (1 du per acre to 2 du
		1.000	100.0								

Page 1		Drainage Design Management System MAJOR BASINS Project Reference: 1901017	9/2/2019
Major Basin	Area (acres)	Description	
01	1.00	1901017 - Major Basin	

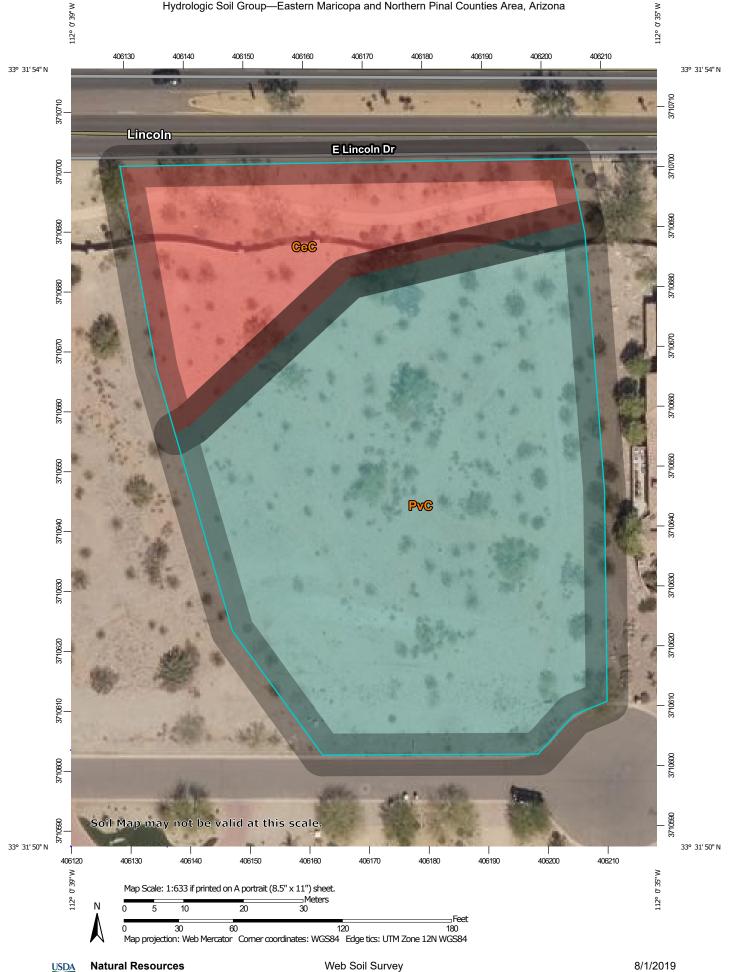
Town of Paradise Valley

						SUB BASINS						9/2/2019
		S	Sub Basin Data					S	Sub Basin Hyd	Irology Summ	nary	
Area (acres)	Length (ft)	USGE	DSGE	Slope (ft/mi)	Kb		2 Year	5 Year	10 Year	25 Year	50 Year	100 Year
Basin ID: 01												
1.0	286	1,379.00	1,365.00	258.5	0.040	Q (cfs) C CA (ac) Volume (ac-ft) Tc (min) i (in/br)	1.4 0.48 0.0129 5 2.02	2.0 0.48 0.48 0.0184 5	2.4 0.48 0.48 0.0221 5	3.2 0.53 0.53 0.0294 5	4.0 0.58 0.58 0.0368 5	5.4 0.70 0.70 0.0496 5 7.76
	(acres) Basin ID: 01	(acres) (ft) Basin ID: 01	Area Length USGE (acres) (ft) Basin ID: 01	(acres) (ft) Basin ID: 01	Area Length USGE DSGE Slope (acres) (ft) (ft/mi)	Sub Basin Data           Area         Length         USGE         DSGE         Slope         Kb           Gasin ID: 01         01 <td>SUB BASINS Project Reference: 1901017         Sub Basin Data       Area       Length       USGE       DSGE       Slope       Kb         Area (acres)       (ft)       USGE       DSGE       Slope       Kb         Basin ID: 01       1.0       286       1,379.00       1,365.00       258.5       0.040       Q (cfs) C         C       CA (ac)       Volume (ac-ft)</td> <td>SUB BASINS Project Reference: 1901017           Sub Basin Data         2 Year           Area (acres)         Length (ft)         USGE         DSGE         Slope (ft/mi)         Kb         2 Year           Basin ID: 01         1.0         286         1,379.00         1,365.00         258.5         0.040         Q (cfs)         1.4 C         0.48 CA (ac)         0.48 Volume (ac-ft)         0.0129 Tc (min)         5</td> <td>SUB BASINS Project Reference: 1901017           Sub Basin Data         2 Year         5 Year           Area (acres)         Length (ft)         USGE         DSGE         Slope (ft/mi)         Kb         2 Year         5 Year           Basin ID: 01         1.0         286         1,379.00         1,365.00         258.5         0.040         Q (cfs)         1.4         2.0           CA (ac)         0.48         0.48         0.48         0.48         0.48         0.48           Volume (ac-ft)         0.0129         0.0184         Tc (min)         5         5</td> <td>SUB BASINS Project Reference: 1901017           Sub Basin Data         Sub Basin Hyde           Area (acres)         USGE         DSGE         Slope (ft/mi)         Kb         2 Year         5 Year         10 Year           Basin ID: 01         1.0         286         1,379.00         1,365.00         258.5         0.040         Q (cfs)         1.4         2.0         2.4           C         0.48         0.48         0.48         0.48         0.48         0.48           Volume (ac-ft)         0.0129         0.0184         0.0221         Tc (min)         5         5</td> <td>SUB BASINS Project Reference: 1901017           Sub Basin Data         Sub Basin Hydrology Summ Sub Basin Hydrology Summ (ft)           Area (acres)         Length (ft)         USGE         DSGE         Slope (ft/mi)         Kb         2 Year         5 Year         10 Year         25 Year           3casin ID: 01         1.0         286         1,379.00         1,365.00         258.5         0.040         Q (cfs)         1.4         2.0         2.4         3.2           C         0.48         0.48         0.48         0.53         CA (ac)         0.48         0.48         0.53           Volume (ac-ft)         0.0129         0.0184         0.0221         0.0294         5         5</td> <td>Project Reference: 1901017           Sub Basin Data         Sub Basin Hydrology Summary           Area (acres)         Length (ft)         USGE         DSGE         Slope (ft/mi)         Kb         2 Year         5 Year         10 Year         25 Year         50 Year           Basin ID: 01         1.0         286         1,379.00         1,365.00         258.5         0.040         Q (cfs)         1.4         2.0         2.4         3.2         4.0           C         0.48         0.48         0.48         0.63         0.58           CA (ac)         0.48         0.48         0.48         0.53         0.58           Volume (ac-ft)         0.0129         0.0184         0.0221         0.0294         0.0368</td>	SUB BASINS Project Reference: 1901017         Sub Basin Data       Area       Length       USGE       DSGE       Slope       Kb         Area (acres)       (ft)       USGE       DSGE       Slope       Kb         Basin ID: 01       1.0       286       1,379.00       1,365.00       258.5       0.040       Q (cfs) C         C       CA (ac)       Volume (ac-ft)	SUB BASINS Project Reference: 1901017           Sub Basin Data         2 Year           Area (acres)         Length (ft)         USGE         DSGE         Slope (ft/mi)         Kb         2 Year           Basin ID: 01         1.0         286         1,379.00         1,365.00         258.5         0.040         Q (cfs)         1.4 C         0.48 CA (ac)         0.48 Volume (ac-ft)         0.0129 Tc (min)         5	SUB BASINS Project Reference: 1901017           Sub Basin Data         2 Year         5 Year           Area (acres)         Length (ft)         USGE         DSGE         Slope (ft/mi)         Kb         2 Year         5 Year           Basin ID: 01         1.0         286         1,379.00         1,365.00         258.5         0.040         Q (cfs)         1.4         2.0           CA (ac)         0.48         0.48         0.48         0.48         0.48         0.48           Volume (ac-ft)         0.0129         0.0184         Tc (min)         5         5	SUB BASINS Project Reference: 1901017           Sub Basin Data         Sub Basin Hyde           Area (acres)         USGE         DSGE         Slope (ft/mi)         Kb         2 Year         5 Year         10 Year           Basin ID: 01         1.0         286         1,379.00         1,365.00         258.5         0.040         Q (cfs)         1.4         2.0         2.4           C         0.48         0.48         0.48         0.48         0.48         0.48           Volume (ac-ft)         0.0129         0.0184         0.0221         Tc (min)         5         5	SUB BASINS Project Reference: 1901017           Sub Basin Data         Sub Basin Hydrology Summ Sub Basin Hydrology Summ (ft)           Area (acres)         Length (ft)         USGE         DSGE         Slope (ft/mi)         Kb         2 Year         5 Year         10 Year         25 Year           3casin ID: 01         1.0         286         1,379.00         1,365.00         258.5         0.040         Q (cfs)         1.4         2.0         2.4         3.2           C         0.48         0.48         0.48         0.53         CA (ac)         0.48         0.48         0.53           Volume (ac-ft)         0.0129         0.0184         0.0221         0.0294         5         5	Project Reference: 1901017           Sub Basin Data         Sub Basin Hydrology Summary           Area (acres)         Length (ft)         USGE         DSGE         Slope (ft/mi)         Kb         2 Year         5 Year         10 Year         25 Year         50 Year           Basin ID: 01         1.0         286         1,379.00         1,365.00         258.5         0.040         Q (cfs)         1.4         2.0         2.4         3.2         4.0           C         0.48         0.48         0.48         0.63         0.58           CA (ac)         0.48         0.48         0.48         0.53         0.58           Volume (ac-ft)         0.0129         0.0184         0.0221         0.0294         0.0368

Town of Paradise Valley

#### \* Non default value

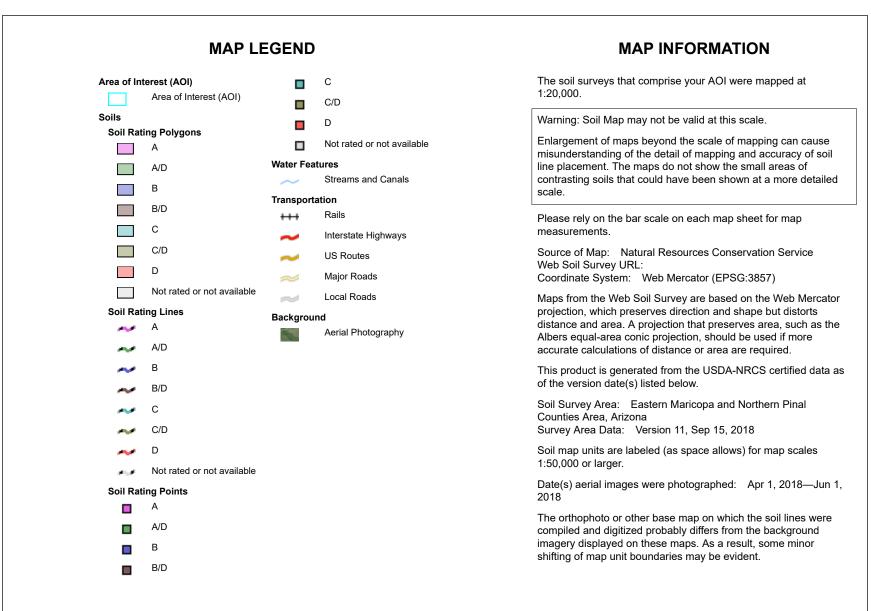
Hydrologic Soil Group—Eastern Maricopa and Northern Pinal Counties Area, Arizona



National Cooperative Soil Survey

**Conservation Service** 

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Hydrologic Soil Group—Eastern Maricopa and Northern Pinal Counties Area, Arizona



### Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI	
CeC	Cavelt gravelly loam, 1 to 5 percent slopes	D	0.4	26.3%	
PvC	Pinamt very gravelly loam, 3 to 5 percent slopes	С	1.2	73.7%	
Totals for Area of Intere	est	1.7	100.0%		

### Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

### **Rating Options**

Aggregation Method: Dominant Condition Component Percent Cutoff: None Specified Tie-break Rule: Higher



Precipitation Frequency Data Server



NOAA Atlas 14, Volume 1, Version 5 Location name: Paradise Valley, Arizona, USA\* Latitude: 33.5313°, Longitude: -112.0103° Elevation: 1370.52 ft\*\* \* source: ESRI Maps \*\* source: USGS



#### POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

PF\_tabular | PF\_graphical | Maps\_&\_aerials

#### PF tabular

PD	PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches) <sup>1</sup>									es) <sup>1</sup>
Duration				Avera	ge recurrenc	e interval (y	vears)			
Duration	1	2	5	10	25	50	100	200	500	1000
5-min	<b>0.193</b>	<b>0.252</b>	<b>0.342</b>	<b>0.411</b>	<b>0.503</b>	<b>0.574</b>	<b>0.646</b>	<b>0.719</b>	<b>0.816</b>	<b>0.890</b>
	(0.161-0.235)	(0.212-0.307)	(0.285-0.415)	(0.340-0.496)	(0.410-0.605)	(0.462-0.687)	(0.510-0.770)	(0.559-0.857)	(0.619-0.974)	(0.662-1.07)
10-min	<b>0.293</b>	<b>0.383</b>	<b>0.521</b>	<b>0.625</b>	<b>0.766</b>	<b>0.874</b>	<b>0.983</b>	<b>1.09</b>	<b>1.24</b>	<b>1.36</b>
	(0.245-0.357)	(0.322-0.467)	(0.434-0.632)	(0.518-0.756)	(0.624-0.921)	(0.703-1.05)	(0.777-1.17)	(0.851-1.30)	(0.941-1.48)	(1.01-1.62)
15-min	<b>0.364</b>	<b>0.475</b>	<b>0.646</b>	<b>0.776</b>	<b>0.949</b>	<b>1.08</b>	<b>1.22</b>	<b>1.36</b>	<b>1.54</b>	<b>1.68</b>
	(0.304-0.443)	(0.400-0.579)	(0.538-0.783)	(0.642-0.937)	(0.774-1.14)	(0.872-1.30)	(0.964-1.45)	(1.06-1.62)	(1.17-1.84)	(1.25-2.01)
30-min	<b>0.490</b>	<b>0.640</b>	<b>0.869</b>	<b>1.05</b>	<b>1.28</b>	<b>1.46</b>	<b>1.64</b>	<b>1.83</b>	<b>2.07</b>	<b>2.26</b>
	(0.409-0.596)	(0.539-0.780)	(0.725-1.06)	(0.865-1.26)	(1.04-1.54)	(1.17-1.75)	(1.30-1.96)	(1.42-2.18)	(1.57-2.48)	(1.68-2.71)
60-min	<b>0.606</b> (0.507-0.738)	<b>0.792</b> (0.666-0.965)	<b>1.08</b> (0.897-1.31)	<b>1.29</b> (1.07-1.56)	<b>1.58</b> (1.29-1.90)	<b>1.81</b> (1.45-2.16)	<b>2.03</b> (1.61-2.42)	<b>2.26</b> (1.76-2.69)	<b>2.57</b> (1.95-3.06)	<b>2.80</b> (2.08-3.35)
2-hr	<b>0.698</b>	<b>0.904</b>	<b>1.21</b>	<b>1.44</b>	<b>1.76</b>	<b>2.00</b>	<b>2.25</b>	<b>2.50</b>	<b>2.84</b>	<b>3.10</b>
	(0.593-0.834)	(0.768-1.08)	(1.02-1.44)	(1.21-1.71)	(1.46-2.08)	(1.63-2.36)	(1.81-2.65)	(1.98-2.94)	(2.19-3.34)	(2.34-3.67)
3-hr	<b>0.759</b>	<b>0.973</b>	<b>1.28</b>	<b>1.52</b>	<b>1.86</b>	<b>2.12</b>	<b>2.40</b>	<b>2.69</b>	<b>3.09</b>	<b>3.41</b>
	(0.642-0.916)	(0.825-1.18)	(1.08-1.54)	(1.27-1.82)	(1.53-2.21)	(1.73-2.52)	(1.92-2.85)	(2.11-3.19)	(2.35-3.67)	(2.54-4.06)
6-hr	<b>0.914</b>	<b>1.16</b>	<b>1.48</b>	<b>1.74</b>	<b>2.10</b>	<b>2.37</b>	<b>2.66</b>	<b>2.95</b>	<b>3.35</b>	<b>3.66</b>
	(0.789-1.08)	(1.00-1.37)	(1.28-1.75)	(1.49-2.05)	(1.76-2.45)	(1.97-2.76)	(2.17-3.10)	(2.36-3.44)	(2.62-3.91)	(2.80-4.28)
12-hr	<b>1.03</b>	<b>1.31</b>	<b>1.66</b>	<b>1.93</b>	<b>2.30</b>	<b>2.58</b>	<b>2.87</b>	<b>3.17</b>	<b>3.56</b>	<b>3.87</b>
	(0.900-1.21)	(1.14-1.53)	(1.43-1.93)	(1.66-2.24)	(1.95-2.66)	(2.17-2.98)	(2.38-3.32)	(2.59-3.67)	(2.84-4.14)	(3.03-4.52)
24-hr	<b>1.23</b>	<b>1.56</b>	<b>2.03</b>	<b>2.39</b>	<b>2.90</b>	<b>3.30</b>	<b>3.73</b>	<b>4.16</b>	<b>4.76</b>	<b>5.24</b>
	(1.08-1.41)	(1.37-1.80)	(1.77-2.33)	(2.09-2.75)	(2.52-3.33)	(2.85-3.78)	(3.19-4.27)	(3.54-4.76)	(4.00-5.45)	(4.36-6.02)
2-day	<b>1.33</b>	<b>1.71</b>	<b>2.24</b>	<b>2.68</b>	<b>3.28</b>	<b>3.76</b>	<b>4.28</b>	<b>4.81</b>	<b>5.56</b>	<b>6.16</b>
	(1.17-1.53)	(1.50-1.95)	(1.97-2.57)	(2.34-3.06)	(2.85-3.74)	(3.25-4.29)	(3.67-4.88)	(4.10-5.49)	(4.68-6.36)	(5.13-7.07)
3-day	<b>1.42</b>	<b>1.82</b>	<b>2.40</b>	<b>2.87</b>	<b>3.54</b>	<b>4.07</b>	<b>4.64</b>	<b>5.24</b>	<b>6.09</b>	<b>6.78</b>
	(1.25-1.63)	(1.60-2.08)	(2.10-2.74)	(2.51-3.28)	(3.07-4.03)	(3.51-4.64)	(3.98-5.29)	(4.45-5.98)	(5.11-6.94)	(5.63-7.75)
4-day	<b>1.51</b>	<b>1.93</b>	<b>2.56</b>	<b>3.07</b>	<b>3.79</b>	<b>4.38</b>	<b>5.01</b>	<b>5.68</b>	<b>6.62</b>	<b>7.39</b>
	(1.32-1.73)	(1.69-2.21)	(2.24-2.92)	(2.68-3.50)	(3.29-4.32)	(3.77-4.98)	(4.28-5.69)	(4.81-6.46)	(5.55-7.53)	(6.13-8.43)
7-day	<b>1.69</b>	<b>2.17</b>	<b>2.88</b>	<b>3.45</b>	<b>4.27</b>	<b>4.93</b>	<b>5.64</b>	<b>6.40</b>	<b>7.47</b>	<b>8.33</b>
	(1.48-1.94)	(1.90-2.48)	(2.51-3.29)	(3.01-3.95)	(3.69-4.88)	(4.24-5.62)	(4.82-6.43)	(5.42-7.30)	(6.24-8.52)	(6.90-9.52)
10-day	<b>1.83</b>	<b>2.35</b>	<b>3.12</b>	<b>3.73</b>	<b>4.60</b>	<b>5.30</b>	<b>6.05</b>	<b>6.83</b>	<b>7.94</b>	<b>8.83</b>
	(1.61-2.10)	(2.06-2.69)	(2.72-3.56)	(3.25-4.25)	(3.98-5.23)	(4.56-6.02)	(5.17-6.87)	(5.80-7.77)	(6.65-9.02)	(7.33-10.1)
20-day	<b>2.26</b> (1.99-2.57)	<b>2.92</b> (2.57-3.31)	<b>3.86</b> (3.40-4.37)	<b>4.58</b> (4.02-5.18)	<b>5.55</b> (4.85-6.27)	<b>6.30</b> (5.48-7.11)	<b>7.07</b> (6.11-7.99)	<b>7.85</b> (6.76-8.89)	<b>8.91</b> (7.60-10.1)	<b>9.73</b> (8.24-11.1)
30-day	<b>2.65</b> (2.32-3.02)	<b>3.42</b> (3.00-3.89)	<b>4.52</b> (3.96-5.13)	<b>5.36</b> (4.68-6.08)	<b>6.49</b> (5.64-7.36)	<b>7.37</b> (6.38-8.34)	<b>8.27</b> (7.13-9.35)	<b>9.19</b> (7.88-10.4)	<b>10.4</b> (8.88-11.8)	<b>11.4</b> (9.63-12.9)
45-day	<b>3.07</b> (2.71-3.48)	<b>3.97</b> (3.50-4.49)	<b>5.24</b> (4.62-5.93)	<b>6.19</b> (5.44-7.01)	<b>7.45</b> (6.52-8.43)	<b>8.41</b> (7.33-9.51)	<b>9.39</b> (8.13-10.6)	<b>10.4</b> (8.95-11.8)	<b>11.7</b> (10.0-13.3)	<b>12.7</b> (10.8-14.5)
60-day	<b>3.39</b> (3.00-3.83)	<b>4.39</b> (3.89-4.96)	<b>5.80</b> (5.12-6.54)	<b>6.82</b> (6.01-7.70)	<b>8.16</b> (7.17-9.20)	<b>9.16</b> (8.02-10.3)	<b>10.2</b> (8.86-11.5)	<b>11.2</b> (9.68-12.6)	<b>12.5</b> (10.8-14.1)	<b>13.5</b> (11.5-15.3)

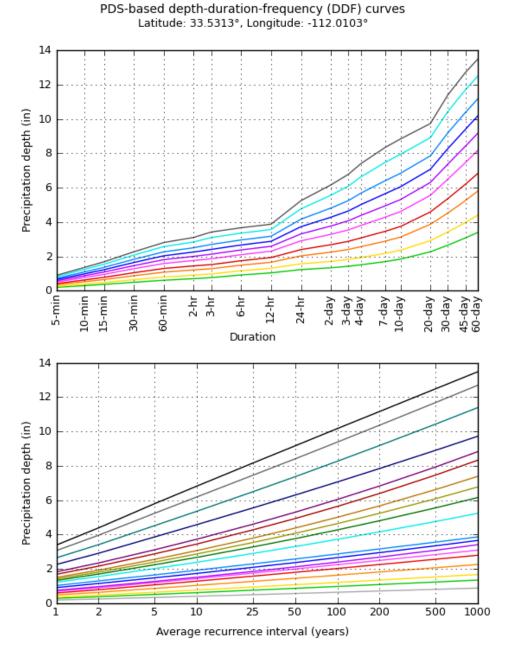
<sup>1</sup> Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

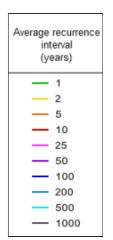
Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

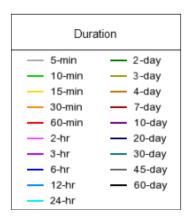
Please refer to NOAA Atlas 14 document for more information.

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**PF graphical** 







NOAA Atlas 14, Volume 1, Version 5

Created (GMT): Thu Aug 1 12:04:17 2019

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Maps & aerials

Small scale terrain

Precipitation Frequency Data Server



NOAA Atlas 14, Volume 1, Version 5 Location name: Paradise Valley, Arizona, USA\* Latitude: 33.5313°, Longitude: -112.0103° Elevation: 1370.52 ft\*\* \* source: ESRI Maps \*\* source: USGS



#### POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

PF\_tabular | PF\_graphical | Maps\_&\_aerials

#### PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour) <sup>1</sup>										
Duration				Avera	ge recurren	ce interval (y	years)			
Duration	1	2	5	10	25	50	100	200	500	1000
5-min	<b>2.32</b> (1.93-2.82)	<b>3.02</b> (2.54-3.68)	<b>4.10</b> (3.42-4.98)	<b>4.93</b> (4.08-5.95)	<b>6.04</b> (4.92-7.26)	<b>6.89</b> (5.54-8.24)	<b>7.75</b> (6.12-9.24)	<b>8.63</b> (6.71-10.3)	<b>9.79</b> (7.43-11.7)	<b>10.7</b> (7.94-12.8)
10-min	<b>1.76</b> (1.47-2.14)	<b>2.30</b> (1.93-2.80)	<b>3.13</b> (2.60-3.79)	<b>3.75</b> (3.11-4.54)	<b>4.60</b> (3.74-5.53)	<b>5.24</b> (4.22-6.27)	<b>5.90</b> (4.66-7.03)	<b>6.56</b> (5.11-7.82)	<b>7.45</b> (5.65-8.90)	<b>8.14</b> (6.04-9.73)
15-min	<b>1.46</b> (1.22-1.77)	<b>1.90</b> (1.60-2.32)	<b>2.58</b> (2.15-3.13)	<b>3.10</b> (2.57-3.75)	<b>3.80</b> (3.10-4.57)	<b>4.33</b> (3.49-5.18)	<b>4.87</b> (3.86-5.82)	<b>5.42</b> (4.22-6.46)	<b>6.16</b> (4.67-7.36)	<b>6.72</b> (5.00-8.04)
30-min	<b>0.980</b> (0.818-1.19)	<b>1.28</b> (1.08-1.56)	<b>1.74</b> (1.45-2.11)	<b>2.09</b> (1.73-2.52)	<b>2.56</b> (2.08-3.08)	<b>2.92</b> (2.35-3.49)	<b>3.28</b> (2.60-3.92)	<b>3.65</b> (2.84-4.35)	<b>4.15</b> (3.14-4.95)	<b>4.53</b> (3.36-5.42)
60-min	<b>0.606</b>	<b>0.792</b>	<b>1.08</b>	<b>1.29</b>	<b>1.58</b>	<b>1.81</b>	<b>2.03</b>	<b>2.26</b>	<b>2.57</b>	<b>2.80</b>
	(0.507-0.738)	(0.666-0.965)	(0.897-1.31)	(1.07-1.56)	(1.29-1.90)	(1.45-2.16)	(1.61-2.42)	(1.76-2.69)	(1.95-3.06)	(2.08-3.35)
2-hr	<b>0.349</b>	<b>0.452</b>	<b>0.604</b>	<b>0.721</b>	<b>0.879</b>	<b>1.00</b>	<b>1.12</b>	<b>1.25</b>	<b>1.42</b>	<b>1.55</b>
	(0.296-0.417)	(0.384-0.542)	(0.512-0.720)	(0.604-0.857)	(0.728-1.04)	(0.817-1.18)	(0.905-1.32)	(0.988-1.47)	(1.10-1.67)	(1.17-1.83)
3-hr	<b>0.253</b>	<b>0.324</b>	<b>0.425</b>	<b>0.505</b>	<b>0.618</b>	<b>0.707</b>	<b>0.800</b>	<b>0.896</b>	<b>1.03</b>	<b>1.14</b>
	(0.214-0.305)	(0.275-0.393)	(0.359-0.513)	(0.423-0.606)	(0.509-0.736)	(0.574-0.840)	(0.638-0.949)	(0.703-1.06)	(0.784-1.22)	(0.844-1.35)
6-hr	<b>0.153</b>	<b>0.193</b>	<b>0.248</b>	<b>0.291</b>	<b>0.350</b>	<b>0.396</b>	<b>0.444</b>	<b>0.493</b>	<b>0.559</b>	<b>0.612</b>
	(0.132-0.181)	(0.167-0.229)	(0.213-0.292)	(0.248-0.342)	(0.294-0.409)	(0.328-0.461)	(0.362-0.517)	(0.395-0.575)	(0.437-0.652)	(0.467-0.714)
12-hr	<b>0.086</b>	<b>0.108</b>	<b>0.137</b>	<b>0.160</b>	<b>0.191</b>	<b>0.214</b>	<b>0.238</b>	<b>0.263</b>	<b>0.296</b>	<b>0.321</b>
	(0.075-0.100)	(0.094-0.127)	(0.119-0.160)	(0.138-0.186)	(0.162-0.221)	(0.180-0.247)	(0.198-0.276)	(0.215-0.304)	(0.236-0.344)	(0.252-0.375)
24-hr	<b>0.051</b>	<b>0.065</b>	<b>0.084</b>	<b>0.100</b>	<b>0.121</b>	<b>0.138</b>	<b>0.155</b>	<b>0.173</b>	<b>0.199</b>	<b>0.218</b>
	(0.045-0.059)	(0.057-0.075)	(0.074-0.097)	(0.087-0.115)	(0.105-0.139)	(0.119-0.158)	(0.133-0.178)	(0.147-0.199)	(0.167-0.227)	(0.182-0.251)
2-day	<b>0.028</b>	<b>0.036</b>	<b>0.047</b>	<b>0.056</b>	<b>0.068</b>	<b>0.078</b>	<b>0.089</b>	<b>0.100</b>	<b>0.116</b>	<b>0.128</b>
	(0.024-0.032)	(0.031-0.041)	(0.041-0.053)	(0.049-0.064)	(0.059-0.078)	(0.068-0.089)	(0.076-0.102)	(0.085-0.114)	(0.097-0.132)	(0.107-0.147)
3-day	<b>0.020</b>	<b>0.025</b>	<b>0.033</b>	<b>0.040</b>	<b>0.049</b>	<b>0.057</b>	<b>0.064</b>	<b>0.073</b>	<b>0.085</b>	<b>0.094</b>
	(0.017-0.023)	(0.022-0.029)	(0.029-0.038)	(0.035-0.046)	(0.043-0.056)	(0.049-0.064)	(0.055-0.073)	(0.062-0.083)	(0.071-0.096)	(0.078-0.108)
4-day	<b>0.016</b>	<b>0.020</b>	<b>0.027</b>	<b>0.032</b>	<b>0.040</b>	<b>0.046</b>	<b>0.052</b>	<b>0.059</b>	<b>0.069</b>	<b>0.077</b>
	(0.014-0.018)	(0.018-0.023)	(0.023-0.030)	(0.028-0.036)	(0.034-0.045)	(0.039-0.052)	(0.045-0.059)	(0.050-0.067)	(0.058-0.078)	(0.064-0.088)
7-day	<b>0.010</b>	<b>0.013</b>	<b>0.017</b>	<b>0.021</b>	<b>0.025</b>	<b>0.029</b>	<b>0.034</b>	<b>0.038</b>	<b>0.044</b>	<b>0.050</b>
	(0.009-0.012)	(0.011-0.015)	(0.015-0.020)	(0.018-0.023)	(0.022-0.029)	(0.025-0.033)	(0.029-0.038)	(0.032-0.043)	(0.037-0.051)	(0.041-0.057)
10-day	<b>0.008</b>	<b>0.010</b>	<b>0.013</b>	<b>0.016</b>	<b>0.019</b>	<b>0.022</b>	<b>0.025</b>	<b>0.028</b>	<b>0.033</b>	<b>0.037</b>
	(0.007-0.009)	(0.009-0.011)	(0.011-0.015)	(0.014-0.018)	(0.017-0.022)	(0.019-0.025)	(0.022-0.029)	(0.024-0.032)	(0.028-0.038)	(0.031-0.042)
20-day	<b>0.005</b>	<b>0.006</b>	<b>0.008</b>	<b>0.010</b>	<b>0.012</b>	<b>0.013</b>	<b>0.015</b>	<b>0.016</b>	<b>0.019</b>	<b>0.020</b>
	(0.004-0.005)	(0.005-0.007)	(0.007-0.009)	(0.008-0.011)	(0.010-0.013)	(0.011-0.015)	(0.013-0.017)	(0.014-0.019)	(0.016-0.021)	(0.017-0.023)
30-day	<b>0.004</b>	<b>0.005</b>	0.006	<b>0.007</b>	<b>0.009</b>	<b>0.010</b>	<b>0.011</b>	<b>0.013</b>	<b>0.014</b>	<b>0.016</b>
	(0.003-0.004)	(0.004-0.005)	(0.005-0.007)	(0.007-0.008)	(0.008-0.010)	(0.009-0.012)	(0.010-0.013)	(0.011-0.014)	(0.012-0.016)	(0.013-0.018)
45-day	<b>0.003</b>	<b>0.004</b>	<b>0.005</b>	<b>0.006</b>	<b>0.007</b>	<b>0.008</b>	<b>0.009</b>	<b>0.010</b>	<b>0.011</b>	<b>0.012</b>
	(0.003-0.003)	(0.003-0.004)	(0.004-0.005)	(0.005-0.006)	(0.006-0.008)	(0.007-0.009)	(0.008-0.010)	(0.008-0.011)	(0.009-0.012)	(0.010-0.013)
60-day	<b>0.002</b>	<b>0.003</b>	<b>0.004</b>	<b>0.005</b>	<b>0.006</b>	<b>0.006</b>	<b>0.007</b>	<b>0.008</b>	<b>0.009</b>	<b>0.009</b>
	(0.002-0.003)	(0.003-0.003)	(0.004-0.005)	(0.004-0.005)	(0.005-0.006)	(0.006-0.007)	(0.006-0.008)	(0.007-0.009)	(0.007-0.010)	(0.008-0.011)

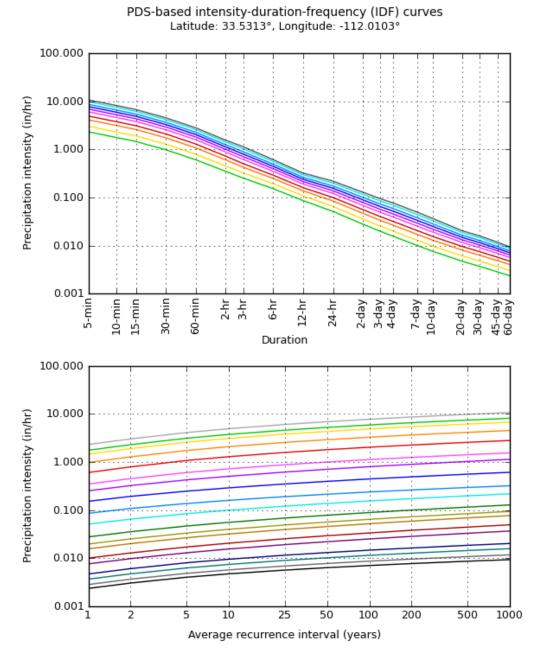
<sup>1</sup> Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

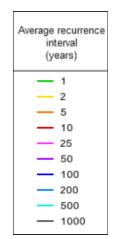
Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

Please refer to NOAA Atlas 14 document for more information.

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**PF graphical** 





Duration							
5-min	2-day						
10-min	— 3-day						
- 15-min	- 4-day						
- 30-min	7-day						
- 60-min	— 10-day						
— 2-hr	- 20-day						
— 3-hr	— 30-day						
— 6-hr	— 45-day						
- 12-hr	- 60-day						
24-hr							

NOAA Atlas 14, Volume 1, Version 5

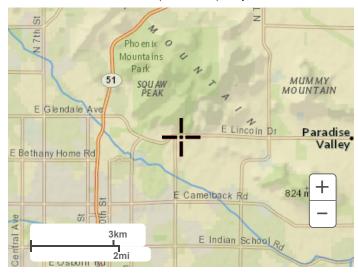
Created (GMT): Thu Aug 1 12:05:15 2019

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Maps & aerials

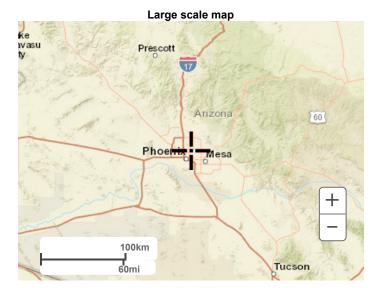
Small scale terrain

Precipitation Frequency Data Server

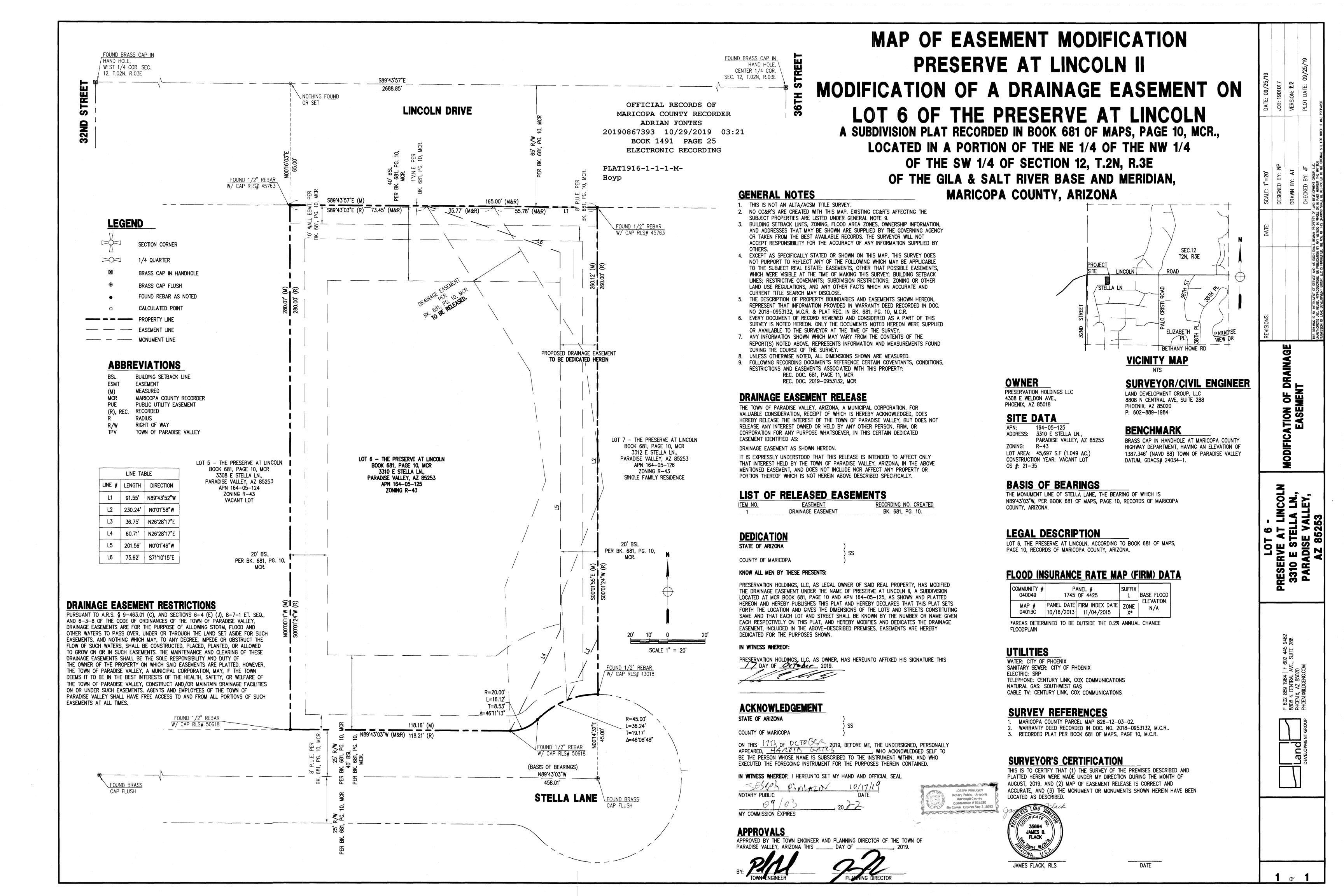


Large scale terrain





Large scale aerial



# **TOWN OF PARADISE VALLEY** 3310 E Stella Lane **Release of Drainage Easement** MI-20-01 **Town Council Work Session**



May 14, 2020

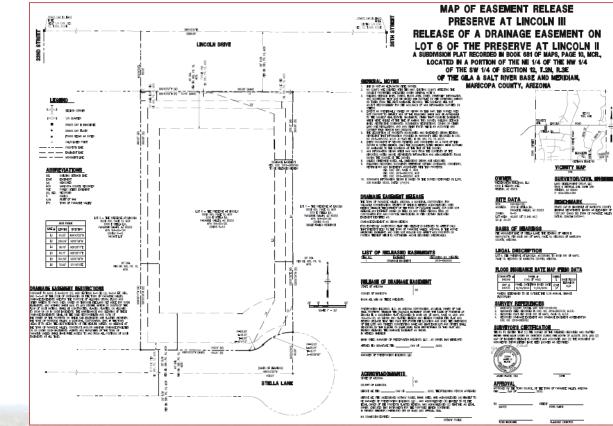
## **TODAY'S GOAL**

 Review and receive input on proposed release/abandonment of drainage easement



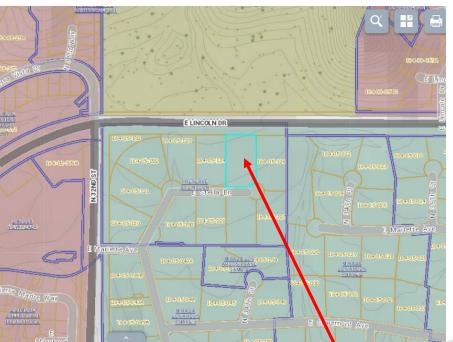


- Background
- Scope of Request
- Next Steps





## **VICINITY MAP & AERIAL PHOTO**





#### **Subject Property**



- Zoned R-43
- Platted in 2004 Preserve at Lincoln subdivision:
   Orainage easement (DE) recorded with plat
- October 30, 2019 DE modified to accommodate new SFR
   DE relocated to east side of property



5

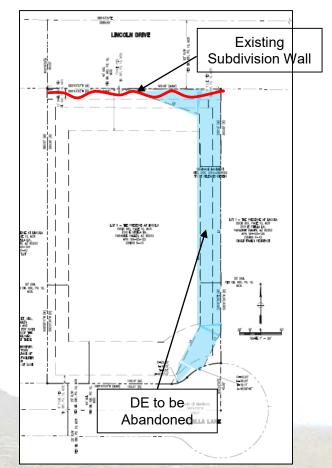
## **HISTORY & SCOPE OF REQUEST**

- Site Conditions:
  - Existing subdivision wall along north part of property and subdivision
  - $\circ~$  No drainage openings in subdivision wall
  - $\circ~$  Flows north of wall are directed east
  - Property will retain 100-year 2-hour storm water on site
- Due to these factors requesting release/abandonment of DE



## **HISTORY & SCOPE OF REQUEST (CONT.)**

- New plat illustrates location of DE to be released
- Abandonment reviewed by Town Engineer for Code compliance
- Abandonment compliant with Town's Storm Drainage Design Manual
- Release of easement requires TC approval
- Resolution 2020-13 will authorize release of DE



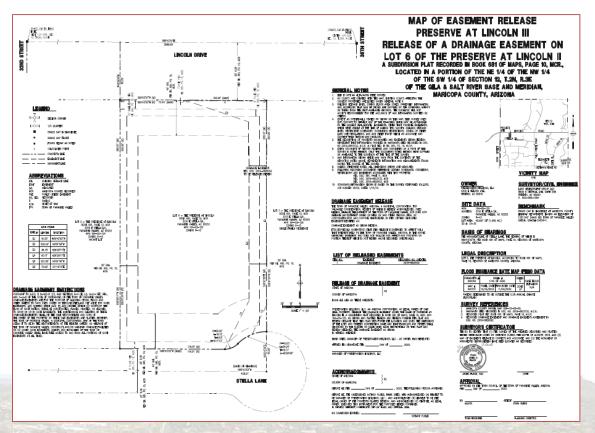
## **NEXT STEPS**

- June 11, 2020 Public Meeting
- Neighborhood notification not required for work session
- Property owners within 500' radius notified of Public Meeting



## **TODAY'S GOAL**

## Review and input on DE Abandonment



9



Action Report

#### File #: 20-204

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager

DATE: May 14, 2020

DEPARTMENT: Town Manager

AGENDA TITLE: Update from And Discussion with Experience Scottsdale Regarding its Strategic Recovery Plan

#### SUMMARY STATEMENT:

COVID-19 hit during the Town and Valley peak tourism season, causing steep revenue declines and temporarily shuttering some hotels. For hotels that remained open, occupancy and revenue per available room have both declined approximately 90% year-over-year for the month of April.

As our state reopens and people consider traveling again, Experience Scottsdale will present their strategic recovery business plan and explain how they are driving business to the town of Paradise Valley and its resorts. They will share tactics via marketing, communications, tourism and convention sales that are keeping the destination top of mind and encouraging visitors and groups to return.

A written recovery plan will be made available shortly as the organization's budget is being finalized due to updated revenue forecasts from various partners.

Because this Study Session is intended to focus solely on Experience Scottsdale's Strategic Recovery Plan and will not include any contract discussions, all Councilmembers will be able to participate in this item.



Action Report

#### File #: 20-206

TO: Mayor Bien-Willner and Town Council Members

- FROM: Jill Keimach, Town Manager Andrew Miller, Town Attorney
- DATE: May 14, 2020

DEPARTMENT: Town Manager

Andrew Miller, 480-348-3526

#### AGENDA TITLE:

Discussion of Resolution Authorizing Temporary Rescission and Amendments to Certain Zoning Ordinance Provisions During the Effective Dates for Social Distancing in Response to the Covid-19 Pandemic and Related Town Practices to Stop the Spread of Covid-19

#### SUMMARY STATEMENT:

During this pandemic, the Town of Paradise Valley has enacted several policies and procedures to keep the Town operations running within the parameters of an evolving number of operational and social distancing recommendations from the CDC, and federal and State officials. As the Town and all its resorts, houses of worship, schools, medical and other facilities prepare to reopen, there have been a few requests from SUP properties as they creatively work to open within these social distancing guidelines.

At the upcoming Town Council meeting on May 14, 2020, the Mayor and Council will consider, on an emergency basis, a resolution authorizing the temporary rescission and amendments to certain zoning ordinance provisions during the effective dates for social distancing in response to the COVID -19 pandemic. This resolution is intended to provide staff flexibility in approving temporary structures and signage that are needed in direct response to this pandemic. There have been two recent requests directly related to the new social distancing recommendations.

- Jones Gordon, in its preparation for reopening, has requested they be able to use a temporary storage facility to store extra tables and chairs that cannot be used in the school under the new social distancing guidelines. Due to the urgency of this request, staff is seeking temporary authority to work with the school and similar facilities as needed to determine the least impactful to neighbors but practicable location for such a structure.
- 2. Houses of Worship have also requested the Town Sign Ordinance be rescinded temporarily so they would be able to install temporary banner signs to better communicate new procedures

and other changes related to the pandemic.

In addition to these two requests, the staff expects there may be some future requests not currently anticipated from any SUP property for such things as a temporary tent to allow for curbside pickups and/or protection of customers that may have to wait or be served outdoors. The requests would be limited to only those directly related to COVID-19 and would only be allowed while social distancing regulations and other unprecedented requirements directly related to this pandemic remain in effect.

A resolution will be drafted and sent out early next week by the Town Attorney to authorize the temporary rescission of certain zoning and other provisions to respond to these requests.

1	When recorded, return to:
2	Paradise Valley Town Attorney
3	6401 East Lincoln Drive
4	Paradise Valley, Arizona 85253
5	
6	DECOLUTION NUMBED 2020 15
7 8	<b>RESOLUTION NUMBER 2020-15</b>
8 9	
10	A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE
11	TOWN OF PARADISE VALLEY, ARIZONA, AUTHORIZING
12	TEMPORARY RESCISSION AND AMENDMENTS TO CERTAIN
13	ZONING ORDINANCE PROVISIONS DURING THE EFFECTIVE
14	DATES FOR SOCIAL DISTANCING IN RESPONSE TO THE COVID-
15	19 PANDEMIC AND RELATED TOWN PRACTICES TO STOP THE
16 17	SPREAD OF COVID-19
17	NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF
19	THE TOWN OF PARADISE VALLEY, ARIZONA AS FOLLOWS:
20	WHEREAS, on March 11, 2020 the World Health Organization officially declared a
21	pandemic due to the COVID-19 outbreak; and
22	WHEREAS, COVID-19 infections have been confirmed in Arizona, with over eleven
23	thousand confirmed cases and nearly 6,000 confirmed cases in Maricopa County as of May
24	12, 2020; and
25	WHEREAS, on March 11, 2020 Governor Doug Ducey declared that a State of
26	Emergency exists in Arizona due to the COVID-19 outbreak in Arizona and has since that
27	date issued a number of executive orders in response to the evolving emergency; and
28	WHEREAS, on March 17, 2020 Mayor Jerry Bien-Willner, pursuant to the authority
29	granted under Town Code §3-7-4(2), A.R.S. §26-307, and/or A.R.S. §26-311(A) issued a
30	proclamation that due to the COVID-19 pandemic a local emergency exists in the Town of
31	Paradise Valley; and
32	WHEREAS, to lessen the risk of the spread of COVID-19 the Centers for Disease
33	Control and Prevention ("CDC") has recommended that gatherings of people be limited to ten

(10) or fewer people, as well as recommending public social distancing standards of at least
 six (6) feet between people in public; and

WHEREAS, given the current federal and State recommendations to curtail exposure to COVID-19 to the extent possible, the Town of Paradise Valley, while remaining open virtually, has closed its Town Hall buildings to the public and has limited public meetings of the public bodies of the Town to remote electronic access; and

WHEREAS, Arizona Governor Doug Ducey has issued a number of executive orders
that initially required that certain businesses within Arizona close and that others curtail their
services, such as restaurants being curtailed initially to delivery, drive-up, and take out
services only; and

WHEREAS, Arizona Governor Doug Ducey further issued an executive order that closed schools in March 2020 and the Governor recently stated that schools could potentially reopen within social distancing guidelines; and

WHEREAS, some businesses subject to the executive orders issued by Governor Ducey have been deemed essential and have been required to remain open, while others are permitted to remain open on a limited basis and under certain restrictions; and

WHEREAS, recent executive orders have established conditions under which certain businesses will now be permitted to reopen, but are being either required or encouraged to maintain only limited services and maintain policies that provide for social distancing; and

WHEREAS, the CDC and the State of Arizona has encouraged churches, schools, resorts and businesses in the Town to lessen the risk of the spread of COVID-19 by cancelling large group meetings and adopting spacing standards consistent with the CDC recommendations, which has led to the cancellation of many church services, closure of church offices, and the closure or restriction of schools and a number of services at resorts,

25 restaurants, and medical businesses in the Town; and

WHEREAS, the rapidly evolving sets of regulations related to the Governor's executive orders and the recommendations from the CDC have led some churches, schools, resorts, medical offices, and other businesses to request temporary banner signs to advise their members, guests, students, and patrons that they are closed temporarily, have alternate online service options, or are open for only a limited range of services; and

6 WHEREAS, based on the need to create guidance to members, guests, students and 7 patrons regarding appropriate social distancing on-site, some churches, resorts, schools, 8 medical offices, and other businesses may need additional on-premise signage to direct their 9 members, guests, students and patrons for parking, creating spacing in lines or check-in 10 points, and other such advisory signage ("On-Premise Signage") that will not be needed once 11 the social distancing guidance is relaxed or modified; and

WHEREAS, in anticipation of the potential for restrictions on school, businesses, and SUP property operations being modified so that these facilities may reopen so long as social distancing and other measures are implemented, the Town has received a request to use and place onsite a temporary storage container to house furniture and equipment that is being removed so as to create appropriate distancing in order to comply with CDC recommendations; and

WHEREAS, in order to maintain social distancing some churches, resorts, schools, medical offices, and other businesses may need to request temporary tents so that members, guests, students and patrons will have a shaded or protected area for curbside pickups, and/or waiting areas necessary as a result of social distancing guidelines; and

WHEREAS, pursuant to Town Code Section 3-7-4, the Town Council has the power to make, amend, and rescind regulations, not inconsistent with regulations promulgated by the Governor, necessary for civil preparedness, which regulations shall have the full effect of an Ordinance when a copy is filed in the office of the Town Clerk and has been posted by 1 direction of the Town Clerk in three or more public places within the Town; and

2 WHEREAS, given the public health concerns noted above this Resolution should take
3 effect immediately upon its adoption.

4 NOW, THEREFORE, BE IT RESOLVED that:

Pursuant to Town Code Section 3-7-4, the Town Council hereby amends the 5 1. 6 provisions of Town Zoning Ordinance Sections 2510(7) and 1104 et. seq. as follows: a. From March 17, 2020 until the Town Council decides to rescind or modify 7 the terms of this Resolution (the "Pandemic Period") the use of banner 8 signs at Special Use Permit properties is hereby modified and amended as 9 follows: (1) banner signs installed and used during the Pandemic Period 10 shall not be counted towards the limitation in Zoning Ordinance Section 11 2510(7) of sixty (60) days of banner sign usage for SUP properties; (2) the 12 requirement in Zoning Ordinance Section 2510(7) that a banner sign that 13 is displayed for more than seven (7) consecutive days "not be displayed 14 until 14 days have elapsed" shall not be enforced during the Pandemic 15 Period; and (3) the limitation on banner signs per SUP property in Section 16 17 2510(5) to "to no more than one at a time" shall be modified to now allow up to two banner signs; provided, however, that all other Zoning Ordinance 18 provisions related to banner signs shall remain in effect during the 19 20 Pandemic Period.

b. During the Pandemic Period, notwithstanding any provision in the Town
Code or Zoning Ordinance, the use of On-Site Signage at SUP properties
shall be permitted provided that the On-Site Signage is not visible from
any street, alley, or public property and is limited to only those signs
necessary to direct members, guests, students and patrons regarding social

distancing policies and processes for directing, parking, creating spacing 1 in lines or check-in points, and other related advisory signage. 2 3 c. During the Pandemic Period the installation of a temporary storage containers at SUP properties shall be permitted as an additional temporary 4 5 use under Section 1104 and 1104.3 provided such containers are used to store furniture and equipment so that classrooms, cafeterias, restaurants, 6 lobbies, meeting rooms, or office space can be arranged with appropriate 7 spacing consistent with the CDC recommendations; and further provided 8 that the usage of temporary storage containers shall be limited to the 9 minimum needed in order to temporarily store necessary furniture, The 10 location of the temporary storage containers shall first be approved by the 11 Town Manager and located such that their impacts on adjoining residential 12 properties are objectively minimized, with respect to setback, height, 13 visibility from the right-of-way or adjoining residential homes, color of the 14 storage container, screening, etc.. 15 d. During the Pandemic Period the installation of a temporary tents on any 16 17 SUP property required to better promote social distancing shall be permitted as an additional temporary use under Section 1104 and 1104.3 18 provided that such temporary tent uses are limited to a showing that the 19 20 temporary tents and/or other temporary facilities are needed to promote social distancing regulations, are limited to the minimum needed in order 21 to address the impacts of social distancing, and are first approved by the 22

- Town Manager and located such that their impacts on adjoining residential properties are minimized.
- 25 2. The Town Manager is hereby authorized to waive the temporary use permit

23

24

1	application fees for temporary storage containers, temporary tents and other temporary
2	facilities as needed during the Pandemic Period.

- 3 3. The regulations amended pursuant to this Resolution are not inconsistent with 4 regulations promulgated by the Governor, are necessary for civil preparedness, and 5 shall have the full effect of an Ordinance when a copy of this Resolution is filed in the 6 office of the Town Clerk and posted by the Town Clerk.
- In the event that this Resolution is rescinded or modified, those SUP properties that
  have erected banners, temporary on-site signage, temporary storage containers, tents
  or other temporary facilities shall have thirty (30) days after the effective date of the
  rescission or modification to bring their properties into compliance.
- An emergency is hereby declared to exist such that this Resolution shall take effect
  immediately upon its adoption and filing.
- 13 PASSED AND ADOPTED by the Mayor and Council of the TOWN OF PARADISE
- 14 VALLEY, Arizona, this 14th day of May, 2020.

	<b>3</b> ,
	Jerry Bien-Willner, Mayor
ATTEST:	
Duncan Miller, Town Clerk	
APPROVED AS TO FORM:	
	_
Andrew M. Miller, Town Attorney	ý



Action Report

File #: 20-196





#### TOWN COUNCIL MEETING 6401 E. LINCOLN DRIVE PARADISE VALLEY, ARIZONA 85253 MINUTES Thursday, April 23, 2020

#### 1. CALL TO ORDER / ROLL CALL

Mayor Bien-Willner called to order the Town Council Meeting for Thursday, April 23, 2020 at 12:00 p.m. in the Town Hall Boardroom and through remote participation as authorized by Resolution 2020-08.

#### **COUNCIL MEMBERS PRESENT**

Mayor Jerry Bien-Willner attended by video conference Council Member Ellen Andeen attended by video conference Council Member Paul Dembow attended by video conference Council Member Scott Moore attended by video conference Council Member Mark Stanton attended by video conference Council Member Anna Thomasson attended by video conference

Vice Mayor Julie Pace and Council Member Mark Stanton were not present.

#### **STAFF MEMBERS PRESENT**

Town Attorney Jill Keimach attended by video conference Town Attorney Andrew Miller attended by video conference Assistant Town Attorney Deborah Robberson attended by video conference Town Clerk Duncan Miller Chief Financial Officer Douglas Allen attended by video conference

#### 2. EXECUTIVE SESSION

A motion was made by Council Member Thomasson at 12:00 PM, seconded by Council Member Dembow, to go into executive session to discuss item 20-174, 20-175, and 20-180. The motion carried by the following vote:

- Aye: 7 Mayor Bien-Willner Council Member Andeen Council Member Dembow Council Member Moore Vice Mayor Pace Council Member Stanton Council Member Thomasson
- 20-174 Discussion or consultation with the Town Attorney to consider the Town's position regarding contract negotiations with Experience Scottsdale as authorized by A.R.S. §38 431.03(A)(4) and legal advice 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 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).

20-175	Discussion or consultation with the Town Attorney to consider the
	Town's position regarding contract negotiations with the Super
	Bowl Host Committee as authorized by A.R.S. §38 431.03(A)(4) and
	legal advice as authorized by A.R.S. §38 431.03(A)(3).
20-180	Discussion regarding review of Town Manager annual performance
	goals as authorized by A.R.S. §38 431.03(A)(1).
20-173	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

#### STAFF MEMBERS PRESENT

Town Attorney Jill Keimach attended by video conference Town Attorney Andrew Miller attended by video conference Assistant Town Attorney Deborah Robberson attended by video conference Town Clerk Duncan Miller Town Engineer Paul Mood attended by video conference Chief of Police Peter Wingert attended by video conference Community Development Director Jeremy Knapp attended by video conference Chief Financial Officer Douglas Allen attended by video conference Chief Information Officer Steven Brunasso attended by video conference Municipal Court Director Jeanette Wiesenhofer attended by video conference Public Works Director Brent Skoglund attended by video conference Human Resources Manager Jinnett Hancock attended by video conference

#### 20-184 Information, discussion and direction on the Town's Recommended Budget for Fiscal Year 2020/21 (Beginning July 1, 2020 and Ending June 30, 2021)

Mayor Bien-Willner and Town Manager Jill Keimach introduced the Fiscal Year 2021 Budget by summarizing actions taken by the Town as a result of the COVID-19 pandemic and its impact on the Town's economy. The Mayor stated that the purpose of the Study Session was to review budget projects and consider a budget ceiling for the next year. The Council has the discretion to delay or reduce expenditures during the year if appropriate. Ms. Keimach stated that the budget was developed to fund base level services and give the Council flexibility to authorize additional budgeted expenditures depending on changes in economic conditions.

Chief Financial Officer Douglas Allen announced that the COVID-19 Stay-at-Home order impacted Town revenues. He presented revenue estimates for the current fiscal year and various revenue recovery scenarios for the next fiscal year. He presented a 6-point plan to provide flexibility and

#### **TOWN COUNCIL MINUTES**

adaptability to mitigating risk while funding essential services. He summarized operating expenditures and priorities town-wide, discussed historical staffing levels, and presented data on the unfunded Public Safety Personnel Retirement System.

Department directors summarized their individual budgets and responded to questions. Mr. Allen stated that on May 14, the Council would receive a revenue update and review enterprise funds and the Capital Improvement Program budget.

#### 4. BREAK

#### 5. RECONVENE FOR REGULAR MEETING

Mayor Bien-Willner reconvened the meeting at 6:00 PM.

#### 6. ROLL CALL

#### **COUNCIL MEMBERS PRESENT**

Mayor Jerry Bien-Willner attended by video conference Vice Mayor Julie Pace attended by audio conference Council Member Ellen attended by video conference Council Member Paul Dembow attended by video conference Council Member Scott Moore attended by video conference Council Member Mark Stanton attended by video conference Council Member Anna Thomasson attended by video conference

#### **STAFF MEMBERS PRESENT**

Town Attorney Jill Keimach attended by video conference Town Attorney Andrew Miller attended by video conference Assistant Town Attorney Deborah Robberson attended by video conference Town Clerk Duncan Miller Town Engineer Paul Mood attended by video conference Chief of Police Peter Wingert attended by video conference Community Development Director Jeremy Knapp attended by video conference Chief Information Officer Steven Brunasso attended by video conference Chief Financial Officer Douglas Allen attended by video conference Senior Planner George Burton

#### 7. PLEDGE OF ALLEGIANCE\*

Mayor Bien-Willner led Pledge of Allegiance.

#### 8. PRESENTATIONS

There were no presentations.

#### 9. CALL TO THE PUBLIC

There were no public comments.

#### 10. CONSENT AGENDA

Vice Mayor Pace removed item 20-178 from the consent agenda for separate discussion.

#### 20-176 Minutes of Town Council Meeting April 9, 2020

A motion was made by Vice Mayor Pace, seconded by Council Member Dembow, to approve the Consent Agenda with the exception of item 20-178. The motion carried by the following vote:

Aye: 7 - Mayor Bien-Willner Council Member Andeen Council Member Dembow Council Member Moore Vice Mayor Pace Council Member Stanton Council Member Thomasson

#### 20-178 Approval of Planning Commission Chair

Recommendation: Approve Jonathan Wainwright to serve a one-year term as Chair of the

Planning Commission.

Vice Mayor Paces asked about the timeliness of approving the Planning Commission's selection of Chair. Town Code Section 2-5-2 requires the Council to take action within 30-days of the Planning Commission's vote.

A motion was made by Vice Mayor Pace, seconded by Council Member Andeen, to approve Jonathan Wainwright to serve a one-year term as Chair of the Planning Commission. The motion carried by the following vote:

Aye: 7 - Mayor Bien-Willner Council Member Andeen Council Member Dembow Council Member Moore Vice Mayor Pace Council Member Stanton Council Member Thomasson

#### 11. PUBLIC HEARINGS

#### 20-179 Consideration of Ordinance 2019-07; Amending Article XI, Section 1102.2.B. of the Zoning Ordinance; Medical Marijuana Dispensary Regulations

Town Attorney Andrew Miller recommended that the Town Council continue the public hearing.

Mayor Bien-Willner opened the public hearing. There were no public comments. Mayor Bien-Willner closed the public hearing.

### A motion was made by Council Member Moore, seconded by Vice Mayor Pace, to Continue the Public Hearing on Ordinance 2019-07 to May 28, 2020. The motion carried by the following vote:

Aye: 7 - Mayor Bien-Willner Council Member Andeen Council Member Dembow Council Member Moore Vice Mayor Pace Council Member Stanton Council Member Thomasson

#### 12. ACTION ITEMS

#### 20-172 Approval of Morning Glory Estates III Lot Split 6101 E. Caballo Lane

Senior Planner George Burton presented a request by LLC DK Real Estate Holdings to subdivide a 2.4acre parcel into two lots located at 6101 E Caballo Lane. On March 3, 2020, the Planning Commission voted 6 to 0 to forward the lot split to the Town Council with a recommendation for approval subject to stipulations. The Council considered the application in Study Session on March 26, 2020 and did not request any modifications.

There were no public comments.

A motion was made by Council Member Dembow, seconded by Vice Mayor Pace, to Approve the Morning Glory Estates III Lot Split plat, subdividing a 2.5-acre property into two (2) residential R-43-zoned lots, subject to the following stipulations:

1. The lot split plat must be recorded with the Maricopa County Recorder's Office, in full compliance with the Morning Glory Estates III Lot Split plat, Sheets 1 - 2, CVL Project #1-01-03268-01, prepared by Coe & Van Loo Consultants, Inc. and dated January 10, 2020.

2. Prior to the recordation of the Morning Glory Estates III Lot Split plat, the following items must be completed:

a. The owner(s) of the Property, or successors, shall provide the Town, in a form acceptable to the Town Attorney, a Drainage Easement and Maintenance Agreement. This form shall be reviewed by the Town Engineer and Town Attorney, must be in compliance with applicable local and state laws, and must be recorded with the Maricopa County Recorder's Office. Said form shall be submitted and approved by the Town prior to recordation of the Morning Glory Estates III Lot Split plat;

b. All applicable structures and/or portions of structures on this property (e.g. the wrought iron fence and gates over the wash, the footbridges and abutments over the wash, and the 1,137 square feet of the house on new Lot 14) shall be removed in accordance with the Morning Glory Estates III Proposed Lot Coverage & Site Plan, prepared by Coe & Van Loo Consultants, Inc. and dated January 15, 2020. The applicable demolition permit shall be obtained from the Town and inspections done by the Town's Community Development Department; and c. All improvements to the existing wash on the subject property (e.g. re-grade and enlarge the wash) shall be completed in accordance with the Drainage Report, prepared by Coe & Van Loo Consultants, Inc., Job Number 1-01-0326801, and dated November 18, 2019 and in accordance with the March 23, 2020 Morning Glory Estates III Lot Split Case #LS-19-02 Letter prepared by Coe & Van Loo Consultants, Inc. The applicable grading permit shall be obtained from the Town and inspections done by the Town's Engineering Department. 3. Within 60 days of approval of the plat map, the applicant shall submit Mylars and an electronic version in a pdf format for the Town's permanent record.

#### The motion carried by the following vote:

Aye: 7 - Mayor Bien-Willner

Council Member Andeen Council Member Dembow Council Member Moore Vice Mayor Pace Council Member Stanton Council Member Thomasson

#### 20-183 Adoption of Ordinance Number 2020-05, Amending Chapter 5, Section 5-10-9, adding the full text of the Hillside Safety Improvement Measures and Process and deleting references to the "Hillside Safety Improvement Measures and Process Manual"

Town Attorney Andrew Miller presented Ordinance Number 2020-05 incorporating the Hillside Safety Improvement Measures and Process Manual into Section 5-10-9 of the Town Code. He noted that the Town Council adopted Ordinance Number 2018-09 on June 14, 2018 which amended Chapter 5 of the Town Code related to building development on hillside properties. One provision of the ordinance adopted the separate Hillside Safety Improvement Measures and Process Manual by reference. The Council directed staff to prepare an ordinance to place the text of the Manual directly into the Town Code.

In addition to adding the text of the Manual, the Ordinance made the following changes: 1) the definitions were relocated; 2) a provision allowing for flexibility in the amounts of insurance was added based on the complexity of the project; 3) a requirement that insurance should be required at the demolition stage; and 4) certain textual edits were made to improve clarity.

Resident Terry Scali spoke in opposition to the ordinance and requested that the Council continue the ordinance so that stakeholders could offer input. He was concerned that the ordinance placed financial burdens on developers and questioned if conflicts of interest existed with certain Council Members.

Resident David Selden spoke in favor of the ordinance. He said the ordinance support's the Town's goals of ambience, low density, and safety. He said input on the ordinance was provided by residents, architects, engineers, and builders in 2018. He suggested that the safety risks posed by hillside development on properties warrants the safety studies and insurance requirements in the ordinance.

## A motion was made by Mayor Bien-Willner, seconded by Council Member Thomasson, to go into executive session at 7:11 PM for legal advice related to Ordinance Number 2020-05. The motion carried by the following vote:

Aye: 7 - Mayor Bien-Willner Council Member Andeen Council Member Dembow Council Member Moore Vice Mayor Pace Council Member Stanton Council Member Thomasson

Mayor Bien-Willner reconvened the meeting at 7:52 PM.

The Town Council discussed the ordinance and next steps.

### A motion was made by Vice Mayor Pace, seconded by Council Member Dembow, to continue Ordinance 2020-05. The motion passed by the following vote:

Aye: 7 - Mayor Bien-Willner Council Member Andeen Council Member Dembow Council Member Moore Vice Mayor Pace Council Member Stanton Council Member Thomasson

#### 13. FUTURE AGENDA ITEMS

#### 20-185 Consideration of Requests for Future Agenda Items

Town Manager Keimach summarized the future agenda schedule.

There were no motions to add any items to the future agenda list.

#### 14. MAYOR / COUNCIL / MANAGER COMMENTS

The Mayor, Manager, and Council Members provided updates.

#### 15. ADJOURN

A motion was made by Council Member Thomasson, seconded by Council Member Moore, to adjourn. The motion carried by the following vote:

Aye: 7 - Mayor Bien-Willner Council Member Andeen Council Member Dembow Council Member Moore Vice Mayor Pace Council Member Stanton Council Member Thomasson

Mayor Bien-Willner adjourned the meeting at 8:24 PM.

#### TOWN OF PARADISE VALLEY

SUBMITTED BY:

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, April 23, 2020.

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



Action Report

#### File #: 20-203

TO: Mayor Bien-Willner and Town Council Members

- FROM: Jill Keimach, Town Manager Duncan Miller, Town Clerk
- DATE: May 14, 2020

DEPARTMENT: Town Manager

AGENDA TITLE: Approval of Board of Adjustment Chair

Council Goals or Other Policies / Statutory Requirements: Town Code Section 2-5-3

RECOMMENDATION: Approve Quinn Williams to serve a one-year term as Chair of the Board of Adjustment.

SUMMARY STATEMENT:

On May 6, 2020, the Board of Adjustment unanimously selected Quinn Williams to serve a one-year term as chair. Pursuant to Town Code Section 2-5-3, the Council must either approve or reject the selection within 30-days.

Mr. Williams is an attorney with GreenbergTraurig focusing on mergers and acquisitions, public and private securities offerings, venture capital transactions and advising on the formation and funding of emerging companies. He has served on the Board of Adjustment since 2017.



Action Report

#### File #: 20-192

TO: Mayor Bien-Willner and Town Council Members

- FROM: Jill B. Keimach, Town Manager Jeremy Knapp, Community Development Director Paul Mood, Town Engineer
- DATE: May 14, 2020

DEPARTMENT: Engineering

#### AGENDA TITLE:

Award of Construction Contract for Lincoln Drive and Invergordon Road Intersection Realignment Improvements

#### **RECOMMENDATION:**

Authorize the Town Manager to execute the construction contract with B&F Contracting, Inc. in the amount not to exceed \$188,658.91 and waive the 14-day contract execution wait period.

#### SUMMARY STATEMENT:

The west half of Invergordon Road for approximately 450 feet north of Lincoln Drive has not yet been improved to its ultimate width by residential development. This results in the north and south legs of Invergordon Road being offset at the intersection with Lincoln Drive. As such, the Town's Capital Improvement Program includes the Lincoln Drive and Invergordon Road Intersection Realignment project in fiscal year 2020 to complete the improvements required to Invergordon Rd. north or Lincoln Dr. The construction budget for the project is \$200,000. This work is necessary to be completed ahead of the Lincoln Drive asphalt mill and overlay project tentatively scheduled for the summer of 2021.

On June 13, 2019 the Town Council approved a design contract with Kimley-Horn and Associates for the design of the Lincoln Drive Median Improvements project. A portion of the design contract included the improvements required for the Lincoln Drive and Invergordon Road realignment. Construction plans were prepared as a separate stand- alone project. The major components of the project include but are not limited to the following:

- 1. Relocation of the northwest traffic signal pole
- 2. Dedicated left turn green arrows from Lincoln Drive onto Invergordon Road
- 3. Sidewalk ramp reconstruction to meet ADA requirements
- 4. Additional 4' of asphalt pavement and 2' ribbon curb on Invergordon Road
- 5. Removal and reconstruction of residential driveways as required

#### File #: 20-192

- 6. Landscape restoration
- 7. Traffic control and off-duty police officer required for work at intersection

The construction contract in the amount of \$188,658.91 is a Cooperative Purchasing Agreement based on the City of Peoria's Job Order Contract for Traffic Systems held by B&F Contracting. B&F Contracting has successfully completed improvement projects for the Town's Public Works Department related to traffic signals. In 2015 B&F Contracting replaced traffic signal control cabinets and wiring at twelve intersections, including Lincoln Drive and Invergordon Road, as such they are most familiar with the Town's signals.

Construction is anticipated to begin on May 20, 2020 and be completed by June 30, 2020. Staff is requesting that the 14-day waiting period for the Town Manager to execute the contract be waived in order to complete the project by the end of the fiscal year.

#### BUDGETARY IMPACT:

This project is specifically budgeted for \$200,000 in the Town's FY20 Capital Improvement Program and, contingent on Council's direction, the direct budget impact for the award of this contract is as follows:

CIP Project #2019-01 \$188,658.91 Construction

ATTACHMENT(S): Attachment A - PowerPoint Presentation Attachment B - Contract CON-20-124-ENG

# **TOWN OF PARADISE VALLEY** Lincoln Dr. & Invergordon Rd. Realignment

May 14, 2020



# **PROJECT OVERVIEW**

Invergordon Rd. is currently not aligned to the north and south of Lincoln Dr. due to the unimproved west half of Invergordon Rd. north of Lincoln Dr.

The realignment of the Lincoln Dr. and Invergordon Rd. intersection is programmed in FY20 of the Town's Capital Improvement Program so that it is completed prior to the Lincoln Dr. asphalt mill and overlay project. The construction budget for this project is \$200,000.

The Lincoln Dr. Median Improvement project and the Lincoln Dr. and Invergordon Rd. Intersection Realignment project was previously presented at the 11/21/19 and 2/27/20 Town Council Work Study meetings.

APS has completed the relocation of their facilities so that Invergordon Rd. may be widened.



# **PROJECT OVERVIEW**

The project scope includes the following:

- Add approximately 4' of asphalt and 2' ribbon curb to the west side of Invergordon Rd. north of Lincoln Dr.
- Relocate existing traffic signal pole on the northwest corner of the intersection
- Reconstruct the sidewalk ramp at the northwest corner to meet ADA standards
- Remove and reconstruct portions of residential driveways affected by widening
- Modify traffic signal phasing to include dedicated left turn movements (green arrow) for westbound Lincoln Dr. to southbound Invergordon Rd. and eastbound Lincoln Dr. to northbound Invergordon Dr.

All work to be completed is within the Town owned right of way.





Invergordon Rd. Looking North At Lincoln Dr.



4

Invergordon Rd. Looking South At Lincoln Dr.







Invergordon Rd. Looking South Towards Lincoln Dr.

The proposed construction contract in the amount of \$188,658.91 with B&F Contracting, Inc. is within the Town's construction budget of \$200,000.00.

The construction contract includes a \$10,000.00 Owner's Contingency.

The construction contract is a Cooperative Purchasing Agreement based on the City of Peoria's Job Order Contract for Traffic Systems held by B&F Contracting, Inc.

B&F Contracting, Inc. has successfully completed improvement projects for the Public Works Department related to traffic signals including the replacement of traffic signal controls at twelve intersections in 2015, including the traffic signal at Lincoln Dr. and Invergordon Rd.



7

Staff recommends approval of the construction contract with B&F Construction, Inc. in the amount of \$188,658.91

Staff also recommends waiving the 14-day wait period to execute the contract so that construction may be completed by the end of FY20 (June 30, 2020).



# **QUESTIONS?**



8

Contract No. CON-20-124-ENG



#### LINKING AGREEMENT FOR COOPERATIVE PURCHASE

#### B&F CONTRACTING, INC.

Lincoln Drive & Invergordon Realignment

Project No. 2019-01

This Linking Agreement for Cooperative Purchase (hereinafter "Linking Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date") by and between the Town of Paradise Valley, an Arizona municipal corporation (hereinafter designated as the "Town") and B&F Contracting, Inc., an Arizona corporation, authorized to do business in Arizona (hereinafter designated as "Contractor"), whose principal place of business is located at: 1101 North 23<sup>rd</sup> Avenue, Phoenix, Arizona 85029, (each individually a "Party," together "Parties").

#### **RECITALS**

A. On January 1, 2019, the City of Peoria entered into a Job Order Contract with Contractor to purchase goods and services (construction contract) described in the JOC for Traffic Systems Contract for Construction, P19-0027B ("**Cooperative Purchasing Agreement**"), which is attached hereto as **Exhibit A** and incorporated herein. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the Town; and

B. Pursuant to A.R.S. § 41-2631 et seq. and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has authority to utilize cooperative purchasing contracts of the Federal government and State of Arizona public agencies and public procurement units, including Mohave Educational Services Cooperative, Inc., and engage contractors under the terms thereof.

C. The Town desires to contract with Contractor for supplies or services identical or nearly identical to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement as the basis of this Linking Agreement, and Contractor desires to enter into this Linking Agreement to provide the supplies and services set forth in this Linking Agreement.

#### **AGREEMENT**

NOW, THEREFORE, Contractor and the Town, in consideration of the foregoing 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. Contractor shall provide Town the supplies and/or services, generally described as construction services for the Lincoln Drive and Invergordon Road realignment, and more particularly identified

in the Kimley Horn Improvement Plans Improvement Plans for Lincoln Drive and Invergordon Road Intersection Improvement Plans (19-084-ENG 4/14/2020 Final Submittal) attached hereto as **Exhibit B** and incorporated herein by this reference and the Job Order Cost Proposal from B&F Contracting dated 4/22/2020 attached hereto as **Exhibit B** and incorporated herein by this reference (together "**Scope of Work**").

- 1.2. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Linking Agreement, except to the extent otherwise provided in Exhibit C. As used in this Linking Agreement, all references to the City of Peoria or Owner in the Cooperative Purchasing Agreement shall mean the Town of Paradise Valley, Arizona.
- 1.3. Contractor shall comply with all specific requirements and/or options of the Town, 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 Cooperative Purchasing Agreement, Exhibits B and C take precedence.
- Payment. Payment to the Contractor for the services, materials and/or equipment provided, shall be made in accordance with the price list and terms set forth in the Cooperative Purchasing Contract. The amount of compensation for the supplies and/or services purchased under this Linking Agreement shall not exceed \$188,658.92, consisting of \$178,658.91 as provided in Exhibit B, plus an Owner's Contingency of \$10,000.

#### 3. Contract Term and Renewal.

- 3.1. According to the Cooperative Purchasing Agreement, purchases can be made from the date of the award, which was January 1, 2019, until the date the contract expires on December 31, 2020, unless the term of the Cooperative Purchasing Agreement is extended by the original contracting parties.
- 3.2. The term of this Linking Agreement shall commence upon the Effective Date set forth above and shall remain in full force and effect through June 30, 2020 or until all work under this Linking Agreement is completed and satisfactory to the Town, whichever is earlier, unless terminated as otherwise provided in this Linking Agreement. At the Town's option, the Town may extend this Linking Agreement up to 60 days.
- 4. <u>Certificates of Insurance</u>. All insurance provisions of the Cooperative Purchasing Contract shall apply, including without limitation, the requirement to name the Town as an additional insured. Prior to commencing work under this Linking Agreement, Contractor shall furnish the Town with Certificate(s) of Insurance issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Linking Agreement are in full force and effect.
- 5. <u>E-verify</u>. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
- 6. <u>Boycott of Israel Prohibited</u>. To the extent Title 35 is applicable to the Contract, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.
- 7. <u>Cancellation for Conflict of Interest</u>. This Linking Agreement may be cancelled pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

#### TOWN OF PARADISE VALLEY:

#### **B&F CONTRACTING, INC.:**

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

Jill Keimach Town Manager By: \_\_\_\_\_

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

Title: \_\_\_\_\_

ATTEST:

Duncan Miller Town Clerk

#### APPROVED AS TO FORM:

Andrew Miller Town Attorney

#### LINKING AGREEMENT FOR COOPERATIVE PURCHASE

B&F CONTRACTING, INC.

Lincoln Drive & Invergordon Realignment

Project No. 2019-01

#### **EXHIBIT A** COOPERATIVE PURCHASING CONTRACT

[See attached: City of Peoria JOC for Traffic Systems Contract for Construction, P19-0027B]

TYO		<b>FRACT</b>	AMENDMENT		s Management curement
	Solicitation No:	P19-0027B	Page 1 of 1	Peoria	5th Ave., 2nd F a, AZ 85345 :  (623) 773-71 <sup>;</sup>
CORT OF	Description:	JOC for Traf	fic Systems		23) 773-7118
	Amendment No:	One (1)	Date: October 28, 2019	Buyer: Li	isa Houg
n accordance with contract shall expir	the Contract Te on December 3	rms and Cor 31, 2019 and	nditions, Section 2, Contract Ter I is hereby extended.	rm, the above r	eferenced
The New Contract	Term is: Janua	<b>ry 1, 2020</b> to	December 31, 2020		
Contractor hereby a	icknowledges recei	ipt and agreem	nent. A signed copy shall be filed w	ith the City of Pe	oria, Materials
Management Divisio			/	•	
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	1				
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7 <u>Y</u> WW WWW Signatu	re Jale	- 10 /29 /19 Date			
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			Typed Name and Title Phoenix	Compa	any Name 85029
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Attested by:	D11 N. 23 <sup>rd</sup> Avenue Address		Typed Name and Title Phoenix City Director: Adina Lund, De	AZ State	any Name 85029 Zip
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Attested by:	Address	CC Number	Typed Name and Title Phoenix City Director: Adina Lund, De Director Department Rep: Chris L Approved as to Form: <u>Henge Man</u> Vanessa P. Hickman, City	AZ State LA evelopment & Er F	any Name 85029 Zip ngineering fic Engineer
Attested by: Rhonda Geriminsky, ( City Seal Copyright 2003	Address	CC Number	Typed Name and Title  Phoenix  City  Director: Adina Lund, De Director  Department Rep: Chris L Approved as to Form:  Manessa P. Hickman, City The above referenced Contemport	AZ State LA evelopment & Er F	any Name 85029 Zip ngineering fic Engineer
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Attested by: Rhonda Geriminsky, ( City Seal Copyright 2003	Address	CC Number	Typed Name and Title  Phoenix  City  Director: Adina Lund, De Director  Department Rep: Chris L Approved as to Form:  Manessa P. Hickman, City The above referenced Contemport	AZ State LA evelopment & Er F	any Name 85029 Zip ngineering fic Engineer

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Location: City of Peoria, Materials Management Mailing Address: 9875 N. 85 <sup>th</sup> Ave., 2 <sup>nd</sup> Fl., Peoria, AZ 85345 OFFER	Statement of Qualification	ons No: P19-0027B		
Mailing Address: 9875 N. 85 <sup>th</sup> Ave., 2 <sup>nd</sup> Fl., Peoria, AZ 85345 Phone: (623) 773-711 OFFER ROC089744_ROC111282 Contracting, Inc. Job Order Contracting, Inc. Job Order Contractor Name Roce W. Balls Printed Name Phoenix AZ 85029 City State 2002 City State 2002 City Code Trile 623-582-1170 Telephone Cell E-mail ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only) Your offer is herby scepted. The Contractor is new board to sell the construction services listed by the attached award notice based upon the solicitation, in terms conditions, specifications, amedments, etc., of the construction services listed by the attached award notice based upon the solicitation, in terms conditions, specifications, amedments, etc., of the construction services listed by the attached award notice based upon the solicitation, in terms conditions, specifications, amedments, etc., of the construction services listed by the attached award notice based upon the solicitation, in terms conditions, specifications, amedments, etc., of the construction services listed by the attached award notice based upon the solicitation, in terms conditions, specifications, amedments, etc., of the construction services listed by the attached award notice based upon the solicitation, in terms conditions, specifications, amedments, etc., of the construction under this contract with Contractor is a accepted by the City. The Contractor is hereby catched on the to terms conditions, specifications, amedments, etc., of the construction under this contract with Contractor is a contract by the City. The Contractor is hereby catched on the top of the solicitation, in Vanesci P. Hickman, City Autofracy Approved as to form: Vanesci P. Hick	Description of Work:	Traffic Systems		
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City Seal Official File Dan Zenko, Materials Manager	City Seal	Official File	Lan Centro	

(Rev 12/2018)CF

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## JOB ORDER CONTRACT



P19-0027

# JOC for Traffic Systems

**CONTRACT FOR CONSTRUCTION** 

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### **ATTACHMENTS**

### **ATTACHMENTS**

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Attachment B	SIQ & Contractor's Response
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Attachment D	Contractor's Contacts & Authorized Signature Form

### JOB ORDER CONTRACTING CONTRACT

THIS CONTRACT is entered into and made effective the  $1^{\text{st}}$  day of January, 2019, by and between the City of Peoria, Arizona, an Arizona charter municipality (the "Owner"), and <u>B&F Contracting</u>, Inc., (the "Job Order Contractor"). The parties agree as follows:

#### 1. **DEFINITIONS.**

1.1. <u>Owner</u>. Owner means Owner's senior manager, Contracting Officer or a duly authorized representative which means any person specifically authorized to act for Owner by executing the Contract and any modification thereto. Owner's duties include administration of the Contract, including the negotiation of change orders and modifications and assessing Job Order Contractor's technical performance and progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptance of the Work in its entirety or any portion thereof, as required by the Contract documents.

**1.2.** Job Order Contractor. Job Order Contractor means Job Order Contractor's senior manager or its duly authorized representative or any person specifically authorized to act for Job Order Contractor by executing the Contract, and any modifications thereto. Job Order Contractor's duties include administration of the Contract and performance of the Work.

1.3. <u>Contract</u>. Contract means this agreement including its attachments and any Job Orders that may be issued.

**1.4.** <u>Subcontract</u>. Subcontract means any Contract including purchase orders (other than one involving an employer-employee relationship) entered into by Job Order Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

**1.5.** Job Order. Job Order means a specific written agreement between the Owner and the Job Order Contractor for Work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price.

1.6. <u>Work</u>. Work means in response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for survey, design, and construction work which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in *Attachment "A"*(JOC General Scope of Services), *Attachment "B"* (SIQ & Contractor's Response), *Attachment "C"* (JOC Cost Proposal Forms), and in *Attachment "D"* (Contractor's Contacts), all of which are incorporated herein and made a part hereof.

**1.7.** <u>Punch List Preparation.</u> A minimum of thirty (30) days prior to Final Completion the Job Order Contractor, in conjunction with the Owner, shall prepare a comprehensive list of Punch list items, which the Owner may edit and supplement. The Job Order Contractor shall proceed promptly to complete and correct Punch list items. Failure to include an item on the Punch list does not alter the responsibility of the Job Order Contractor to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall not commence until the date of Final Completion unless otherwise provided in the Contract Documents.

**1.8.** <u>Final Completion.</u> Final Completion of the Work shall be deemed to have occurred on the later of the dates that the Work passes a Final Completion inspection and acceptance by the Owner. Final Completion shall not be deemed to have occurred and no final payment shall be due the Job Order Contractor or any of its subcontractors or suppliers until the Work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Owner by the Job Order Contractor.

#### 1.9. <u>Reference Stan</u>dards

1.9.1. The "Uniform Standard Specifications for Public Works Construction" and the "Uniform Standard Details for Public Works Construction" which are sponsored and distributed by the Maricopa Association of

Governments (MAG), and which are hereinafter referred to as the "MAG Specifications", are hereby adopted as part of these contract documents.

**1.9.2.** July 15, 1997 by Section 23-50a of Ordinance 97-38, the City of Peoria adopted the "Uniform Standard Details for Public Works Construction from the Maricopa County Association of Governments by reference with certain exceptions.

1.9.3. A copy of these documents is kept on file at the Office of the City Clerk at the City of Peoria.

### 2. CONTRACT TERM

**2.1.** <u>Contract Term</u>. The term of the Contract shall commence on the date it was executed by both parties and shall continue for a period of one (1) year thereafter in accordance with the terms and conditions of this Contract. By mutual written Contract Amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order.

2.2. Job Order. In response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall perform the Work, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in *Attachment "A"*(JOC General Scope of Services), *Attachment "B"* (SIQ & Contractor's Response), *Attachment "C"* (JOC Cost Proposal Forms), and in *Attachment "D"* (Contractor's Contacts), all of which are incorporated herein and made a part hereof.

**2.3.** <u>Mutual Agreement</u>. This Contract embodies the agreement of Owner and Job Order Contractor to terms and conditions which will govern any Work that may be prescribed under a Job Order that may be issued by Owner and agreed to by Job Order Contractor. Nothing herein shall be construed as requiring Owner to issue any Job Order, nor requiring Job Order Contractor to accept any Job Order, it being the intent that both parties must mutually agree to any specific Work before a Job Order may be issued.

2.4. <u>Cooperative Purchasing</u>: This contract shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any the contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on the contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement. Any orders placed to the contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

### **3. PERFORMANCE OF THE WORK**

**3.1.** Job Order Agreement. Performance of the Work shall be undertaken only upon the issuance of written Job Orders by Owner. Job Orders shall be in accordance with the requirements specified in *Attachment "A"* (JOC General Scope of Services), and shall set forth, with the necessary particularity, the following:

- 3.1.1. Contract number along with Job Order Contractor's name;
- **3.1.2.** Job Order number and date;
- **3.1.3.** The agreed Work and applicable technical specifications and drawings;
- **3.1.4.** The agreed period of performance and, if required by Owner, a work schedule;
- **3.1.5.** The place of performance;
- **3.1.6.** The agreed total price for the Work to be performed;

- 3.1.7. Submittal requirements;
- 3.1.8. Owner's authorized representative who will accept the completed Work;

**3.1.9.** Signatures by the parties hereto signifying agreement with the specific terms of the Job Order;

and

**3.1.10.** Such other information as may be necessary to perform the Work.

### 3.2. Job Order Contractor Duties and Obligations.

**3.2.1.** <u>Permits & Responsibilities</u>. Job Order Contractor shall be responsible for processing of drawings, for approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Work. Owner will reimburse Job Order Contractor for the actual, documented costs of construction permits required for the performance of the Work. Job Order Contractor shall also be responsible for all damages to persons or property that occur as a result of Job Order Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Job Order Contractor shall also be responsible for all damages to persons be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.

**3.2.2.** <u>Self-Performance By The Job-Order-Contractor.</u> The JOC shall be allowed to bid as a subcontractor for work over \$50,000 and, if it is the lowest acceptable bidder. Any change orders for self-performed work shall require pre-approval by the owner.

**3.2.3.** <u>Outdoor Construction Restrictions</u>. Peoria Ordinance No. 98-11 restricts outdoor construction as listed in the following table:

	Construction Type	April 2 – September 29	September 30 – April 1
A	Concrete Work	5:00 a.m. to 7:00 p.m.	6:00 a.m. to 7:00 p.m.
B	Other Construction (within 500 feet of residential area)	6:00 a.m. to 7:00 p.m.	7:00 a.m. to 7:00 p.m.
С	Construction Work (more than 500 feet of residential area)	5:00 a.m. to 7:00 p.m.	5:00 a.m. to 7:00 p.m.

3.2.3.1. No interference with the traffic flow on arterial streets shall be permitted during the hours of 6:00 a.m. to 8:30 a.m. or from 4:00 p.m. to 7:00 p.m. unless prior authorization is obtained in writing by the City of Peoria Traffic Engineer or their assignee. Specific work hours may be stipulated by the City of Peoria on the project barricade plan.

3.2.3.2. During off peak hours, the minimum number of lanes shall be two lanes (one in each direction) on streets with four lanes or less and four lanes (two in each direction) on streets with five or more lanes.

3.2.3.3. Night work must have prior authorization from the City. In addition, certain areas of the City may have seasonal or special event restrictions for construction work as designated by the City on a case by case basis.

**3.2.4.** <u>Jobsite Superintendent</u>. During performance of a Job Order and until the Work is completed and accepted, Job Order Contractor shall directly superintend the Work or assign a competent superintendent who will supervise the performance of Work and is satisfactory to Owner and has authority to act for Job Order Contractor.

3.2.4.1. Job Order Contractor will ensure that the site supervisor for the project is English proficient and that there is at least one English proficient person at the construction site at all times work is being performed in order to communicate with the City's project manager.

**3.2.5.** <u>Construction Layout</u>. Job Order Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work.

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Job Order Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Job Order Contractor shall also be responsible for maintaining and preserving all control points established by Owner.

**3.2.6.** <u>Survey Control Points</u>. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the City Engineer or his authorized representatives. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405, and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments, or lot corners moved or destroyed during construction at no expense to the Owner. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Owner elects to replace survey benchmarks using his own forces.

**3.2.7.** <u>Traffic Regulations</u>. All traffic affected by this construction shall be regulated in accordance with the City of Phoenix – Traffic Barricade manual, latest edition, and the City of Phoenix in the Traffic Barricade Manual shall be referred to as the City of Peoria City Engineer for interpretation.

At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measure, as necessary. At the same time the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried throughout the work area in an effective manner and that manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

3.2.7.1. The following shall be considered major streets: All major Parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the City of Peoria.

3.2.7.2. All traffic control devices required for this project shall be the responsibility of the Contractor. All traffic control devices shall conform to the general requirements set forth in the Manual of Uniform Traffic Control Devices (MUTCD), and shall be placed in accordance with approved traffic control plan and traffic control permit.

3.2.7.3. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

3.2.7.4. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes.

3.2.7.5. The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Inspector at least forty eight (48) hours in advance for City personnel to temporarily relocate said signs. The City Engineer will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications. Payment for this item shall be made at the agreed upon contract allowance price for TRAFFIC CONTROL.

3.2.7.6. The Police Department shall determine if construction activities or traffic hazards at the construction project *require* the use of Police Assistants or AZ Post Certified Peace Officers, alternatively, *if the Police Department determines that* flagmen are *sufficient*, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely. All City of Peoria projects shall use only City of Peoria Police Assistants or City of Peoria AZ Post Certified Officers, unless the Police Chief or their designee has determined that no such assistants or officers are available. Arrangements for Police Assistant or Police Officer services should be made with the liaison officer at the Peoria Police Department via email at <u>offduty@peoriaaz.gov</u>.

3.2.7.7. Manual traffic control shall be in conformity with the Traffic Barricade Manual. A traffic control plan shall be submitted to the Peoria Police Department indicating whether a need for traffic control exists during

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the project. The traffic control plan shall be submitted electronically and the liaison officer shall be contacted at the Peoria Police Department via email at <u>offduty@peoriaaz.gov</u>.

3.2.7.8. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangement should be made with the liaison officer at the Peoria Police Department via email at <u>offduty@peoriaaz.gov</u>.

3.2.7.9. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.

3.2.7.10. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.

3.2.7.11. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.

3.2.7.12. No street within this project may be closed to through traffic or to local emergency traffic without prior written approval of the City Engineer of the City of Peoria. Written approval may be given if sufficient time exists to allow for notification of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the City Engineer.

3.2.7.13. Caution should be used when excavating near intersections with traffic signal underground cable. Notify the City Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the City Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the City Engineer's satisfaction. Magnetic detector loops shall under no circumstances be spliced.

3.2.7.14. The Contractor shall address how local access to adjacent properties will be handled in accordance with the specification herein.

3.2.7.15. Where crossings of existing pavements occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the City Engineer or his authorized representative. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

**3.2.8.** <u>Operations & Storage</u>. Job Order Contractor shall confine all operations (including storage of materials) to areas authorized or approved by Owner.

**3.2.9.** <u>Cleaning Up & Refuse Disposal</u>. Job Order Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Job Order Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Job Order Contractor shall leave the site in a clean and orderly condition satisfactory to Owner.

3.2.9.1. Final cleanup of the premises shall be included in the period of performance of the Job Order.

3.2.9.2. Job Order Contractor shall be responsible for all construction refuse disposal containers and their removal from the site.

3.2.9.3. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Job Order Contractor to dispose of the materials in which case, an equitable adjustment in the price will be negotiated and agreed.

3.2.9.4. The Contractor and/or subcontractor shall be required to use the City of Peoria Solid Waste Division's services for commercial collection of Solid Waste. This requirement is not intended to preclude other methods or means for hauling debris or excess material from the project site such as trucking large volumes of material, including soil, building demolition, or hazardous and special wastes. The intent is to use City of Peoria Solid Waste service where standard waste disposal is needed. Specifically, all roll-off and front-load containers used

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on a City of Peoria construction site shall be contracted for through the City of Peoria Solid Waste Division at the prevailing rate. It is the contractor's responsibility to contact and make all necessary arrangements with the City of Peoria Solid Waste Division for these services. Any and all charges for these services are the responsibility of the contractor. The City Solid Waste Division may, at it's option, decline to provide service for business reasons at any time during the contract. Any exceptions to this requirement will be at the sole discretion of the City Solid Waste Division. Please contact the Solid Waste Customer Service Representatives at 623-773-7160.

**3.2.10.** <u>Existing Improvements and Utilities</u>. Job Order Contractor shall protect from damage all existing improvements and utilities at or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by Job Order Contractor. Job Order Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Job Order Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Job Order Contractor.

**3.2.11.** <u>Safety</u>. Job Order Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Job Order Contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of Job Order Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

3.2.11.1. Job Order Contractor Safety Compliance. Job Order Contractor shall furnish and enforce the use of individual protective equipment as needed to complete the Work, including hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests.

3.2.11.2. Job Order Contractor Provided Warnings. Job Order Contractor shall provide warning signs, barricades and verbal warnings as required.

3.2.11.3. **Emergency Procedures.** Job Order Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening situations.

3.2.11.4. <u>Accident Notification</u>. Job Order Contractor shall promptly notify Owner of any recordable accident involving personnel or damage to material and equipment. Copies of any injury reports or accident investigation reports shall be provided to the Owner.

3.2.11.5. <u>Jobsite Safety Documents</u>. Job Order Contractor shall maintain a set of OSHA articles and Material Safety Data Sheets (MSDS) at the jobsite office as they apply to the Work being performed. Copies shall be provided to Owner when requested.

3.2.11.6. Job Order Contractor's Safety Program. Job Order Contractor shall submit to Owner a copy of its safety policies and program procedures which establish the safety rules and regulations as they are to be applied to performance of the Work. These documents shall be submitted by Job Order Contractor within fourteen (14) calendar days after issuance of the initial Job Order and prior to the commencement of the Work.

3.2.11.7. Job Order Contractor Safety Representative. Job Order Contractor shall assign, during performance of the Work, a designated safety representative to develop and monitor the project safety program. The name, company address, and telephone number of the assigned individual shall be submitted to Owner by Job Order Contractor along with its safety policies and program procedures.

3.2.11.8. <u>Emergency Medical Treatment</u>. Job Order Contractor shall make available for its employees and those of its subcontractors, while they are performing Work on the site, emergency medical treatment either at the site or at a nearby medical facility.

3.2.11.9. <u>Owner's Right to Monitor</u>. Owner reserves the right to approve and monitor Job Order Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply

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with safety policies and program procedures, once approved by Owner, shall be cause for the termination of the Job Order in accordance with § 14.

3.2.11.10. <u>First Aid Kit</u>. Job Order Contractor shall provide and maintain on the jobsite, at all times when Work is in progress, a completely stocked first aid kit which contains all standard emergency medical supplies.

3.2.11.11. <u>Fire Extinguisher</u>. Job Order Contractor shall provide and maintain on the jobsite, at all times when Work is in progress, a fully charged fire extinguisher appropriate for the potential fire hazard.

**3.2.12.** <u>Dissemination of Contract Information</u>. Job Order Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning this Contract, any Job Order or the Work performed under this Contract, without the prior consent of Owner.

**3.2.13.** <u>Shop Drawings</u>. Job Order Contractor's duties under this Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's design plans. Job Order Contractor agrees to provide detailed design drawings and plans if requested by Owner.

**3.2.14.** Jobsite Drawings and Specifications. Job Order Contractor shall keep on the Work site a copy of the drawings and specifications and shall at all times give Owner access thereto.

### 3.3. <u>Owner Rights and Obligations</u>.

### 3.3.1. Suspension of Work.

3.3.1.1. <u>Owner's Written Order</u>. Owner may order Job Order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for a period of time that Owner determines reasonably appropriate.

3.3.1.2. <u>Work Delay or Suspension</u>. If the performance of all or any part of the Work is suspended, delayed, or interrupted by an act of Owner in the administration of a Job Order, or by Owner's failure to act within the time specified in the Job Order, an adjustment shall be made for any increase in the cost of performance of the Job Order necessarily caused by the suspension, delay, or interruption, and the Job Order will be modified in writing accordingly.

3.3.1.3. Job Order Contractor Costs. A claim under this Subparagraph 3.3.1 shall not be allowed for any costs incurred more than thirty (30) calendar days before Job Order Contractor shall have notified Owner in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Job Order.

**3.3.2.** <u>Owner's Right to Possession</u>. Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any Work, Owner shall furnish Job Order Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of Work shall not relieve Job Order Contractor of responsibility for complying with the terms of this Contract. Owner possession or use shall not be deemed an acceptance of any Work under this Contract.

3.3.2.1. <u>Owner's Possession or Use</u>. While Owner has such possession or use, Job Order Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use, notwithstanding the terms of Subparagraph 3.2.1. If prior possession or use by Owner delays the progress of the Work or causes additional expense to Job Order Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

**3.3.3.** <u>Other Contracts</u>. Owner may undertake or award other Contracts for additional work at or near the site of Work under this Contract. Job Order Contractor shall fully cooperate with the other Job Order Contractors and with Owner's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by Owner. Job Order Contractor shall not commit or permit any act that will interfere with the performance of its Work by any other contractor or by Owner's employees.

3.4. Job Order Amendment. Job Orders may be amended by Owner in the same manner as they are issued.

**3.5.** <u>Job Order Value</u>. The maximum Job Order value is Three Million Dollars (\$3,000,000), except as provided by § 16.32.1.

### 4. JOB ORDER DOCUMENTS

**4.1.** <u>Specification and Drawings</u>. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to Owner, who shall promptly make a determination in writing. Any adjustment by Job Order Contractor without such a determination shall be at its own risk and expense. Owner shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.

**4.1.1.** Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of Owner is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" Owner, unless otherwise expressly stated.

**4.1.2.** Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying the Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed.

**4.2.** <u>Shop Drawings</u>. Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Job Order Contractor to explain in detail specific portions of the Work. Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract. Shop drawings means drawings submitted to Owner by Job Order Contractor showing in detail:

4.2.1. The proposed fabrication and assembly of structural elements and,

4.2.2. The installation (i.e., form, fit and attachment details) of materials or equipment.

**4.2.3.** The construction and detailing of elements of the Work.

4.3. <u>Shop Drawing Coordination</u>. Job Order Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to Owner without evidence of Job Order Contractor's approval may be returned for resubmission. Owner will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate Owner's reasons therefore. Any work done before such approval shall be at Job Order Contractor's risk. Approval by Owner shall not relieve Job Order Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with § 4.4 below.

**4.4.** <u>Shop Drawing Modifications</u>. If shop drawings show variations from the Job Order requirements, Job Order Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

**4.5.** <u>Shop Drawing Omissions</u>. Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Job Order Contractor from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

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**4.6.** <u>**Owner Furnished Drawings**</u>. Job Order Contractor shall check all Owner furnished drawings immediately upon receipt and shall promptly notify Owner of any discrepancies. Any errors or omissions in Owner furnished drawings are the responsibility of the Owner to rectify, including associated costs. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Job Order Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

**4.7.** <u>Shop Drawing Submittal</u>. Job Order Contractor shall submit to Owner for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by Owner and one set will be returned to Job Order Contractor with annotation of approval or rejection within one (1) week after submission, unless a longer review period is necessary by mutual agreement between Owner and Job Order Contractor.

**4.8.** <u>Use of Job Order Documents</u>. All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Job Order Contractor or developed by Job Order Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of Owner and may be used by Owner without any claim by Job Order Contractor for additional compensation, unless such material developed by Job Order Contractor does not result in an issued Job Order. In such cases, Job Order Contractor will receive reasonable reimbursement for the development of such materials before Owner uses them in any manner whatsoever. In addition, Owner agrees to hold Job Order Contractor harmless to the extent permitted by law from any legal liability arising out of the Owner's use of such materials.

### 5. MATERIAL AND WORKMANSHIP

**5.1.** <u>Suitability of Material and Equipment</u>. All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract. References in the specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. Job Order Contractor may, at its option, use any equipment, material, article, or process that, in the sole judgment and prior written approval of the Owner, is equal to that named in the specifications.

**5.2.** <u>**Owner Approval.**</u> Job Order Contractor shall obtain Owner's approval of the equipment to be incorporated into the Work. When requesting approval, Job Order Contractor shall furnish to Owner the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the equipment. When required by the Contract or by Owner, Job Order Contractor shall also obtain Owner's approval of the material or articles which Job Order Contractor contemplates incorporating into the Work. When requesting approval, Job Order Contractor shall provide full information concerning the material or articles. When directed to do so, Job Order Contractor shall submit samples for approval. Machinery, equipment, material and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

**5.3.** <u>Testing of Materials</u>. Unless otherwise specified in a Job Order, the Job Order Contractor shall be responsible for any required testing of materials prior to incorporation into the Work. Reimbursement for testing required by third party entities will be included in the individual Job Order.

5.4. <u>Workmanship</u>. All work under the Contract shall be performed in a skillful and workmanlike manner.

### 6. SITE CONDITIONS

6.1. <u>Site Investigation</u>. Job Order Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

6.1.1. Conditions bearing upon transportation, disposal, handling, and storage of materials;

**6.1.2.** The availability of labor, water, electric power, and roads;

6.1.3. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;

6.1.4. The visible conformation and conditions of the ground; and

6.1.5. The character of equipment and facilities needed preliminary to and during work performance.

6.2. <u>Surface and Subsurface Investigation</u>. Job Order Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of this Contract. Owner will provide to Job Order Contractor all subsurface investigation reports it has commissioned, and has knowledge of, that reasonably reflect expected conditions at the location of the Job Order.

6.3. <u>Differing Site Conditions</u>. Job Order Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

**6.3.1.** Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or

**6.3.2.** Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

**6.4.** <u>**Owner Investigation.**</u> Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Job Order Contractor's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

6.5. <u>Written Notice of Differing Site Conditions</u>. No request by Job Order Contractor for an equitable adjustment to a Job Order under this  $\S 6$  shall be allowed, unless Job Order Contractor has given the written notice required.

**6.6.** <u>**Payment Adjustment.**</u> No request by Job Order Contractor for an equitable adjustment to a Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

### 7. JOB ORDER SCHEDULES

7.1. <u>Construction Schedule</u>. If the Job Order Contractor fails to submit a schedule with the Job Order, Owner may withhold approval of progress payments until Job Order Contractor submits the required schedule. If required, the Job Order Contractor will submit for approval with the signed Job Order a practicable schedule showing the sequence in which Job Order Contractor proposes to perform the Work, and the dates on which Job Order Contractor contemplates starting and completing the several salient features of the Work (including acquiring materials, plant and equipment). The schedule may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. In either case, the basic information should be the same and the schedule or chart must contain as a minimum:

7.1.1. A detailed list of work activities or work elements.

7.1.2. Show the logical dependencies (ties) to indicate what Work must be accomplished before other Work can begin.

7.1.3. Show early start and early finish dates along with late start and late finish dates for each work activity or work element.

7.2. <u>Failure to Submit Schedule</u>. Failure of Job Order Contractor to comply with the requirements of Owner under this clause shall be grounds for a determination by Owner that Job Order Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order. Upon making this determination, Owner may terminate Job Order Contractor's right to proceed with the Work if not cured within seven (7) days after written notice is provided, or any separable part of it, in accordance with *§* 14.

**7.3. Progress Report.** Job Order Contractor shall submit a progress report every thirty (30) days, or as directed by Owner, and upon doing so shall immediately deliver a current schedule to Owner if it has materially changed since the last submission of a schedule. If Job Order Contractor falls behind the approved schedule, Job Order Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by Owner. Without additional cost to Owner, Owner may require Job Order Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as Owner deems necessary to demonstrate how the approved rate of progress will be regained.

7.4. <u>Emergency Work</u>. Job Order Contractor will give top priority to any emergency Work Owner may have and will allocate all resources necessary to accomplish such Work in accordance with Owner's schedule requirements. To the extent the Job Order Contractor incurs additional cost, expense or schedule delay in performing Owner's emergency Work, Owner will equitably adjust the Contract in accordance with *§* 10.

### 8. INSPECTION OF CONSTRUCTION AND ACCEPTANCE

**8.1.** Job Order Contractor Inspection System. Job Order Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work called for conforms to Job Order requirements. Job Order Contractor shall maintain complete inspection records and make them available to Owner. All work shall be conducted under the general direction of Owner and is subject to inspection and test by Owner at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

8.2. <u>Owner Inspections and Tests</u>. Owner inspections and tests are for the sole benefit of Owner and do not:

8.2.1. Relieve Job Order Contractor of responsibility for providing adequate quality control measures;

**8.2.2.** Relieve Job Order Contractor of responsibility for damage to or loss of the material before acceptance;

8.2.3. Constitute or imply acceptance; or

**8.2.4.** Affect the continuing rights of Owner after acceptance of the complete work.

**8.3.** Job Order Contractor Responsibilities. The presence or absence of an inspector does not relieve Job Order Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without Owner's written authorization.

**8.4.** <u>Job Order Contractor Performance</u>. Job Order Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Job Order Contractor any additional cost of inspection or test when Work is not ready at the time specified by Job Order Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Job Order.

**8.5.** Job Order Contractor Corrective Work. Job Order Contractor shall, without charge, replace or correct Work found by Owner not to conform to Job Order requirements, unless Owner consents to accept the Work with an appropriate adjustment in Contract price. Job Order Contractor shall promptly segregate and remove rejected material from the premises.

**8.6.** <u>Failure to Replace or Correct Work</u>. If Job Order Contractor does not promptly replace or correct rejected Work, Owner may:

**8.6.1.** By Contract or otherwise, replace or correct the Work and charge the cost to Job Order Contractor; or

8.6.2. Terminate for default Job Order Contractor's right to proceed.

8.7. <u>Owner Inspection before Acceptance</u>. If, before acceptance of the entire Work, Owner decides to examine already completed Work by removing it or tearing it out, Job Order Contractor, on request, shall promptly furnish

all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of Job Order Contractor or its subcontractors, Job Order Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

**8.8.** <u>Owner Acceptance</u>. Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all work required by the Job Order or that portion of the Work that the Owner determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

### 9. INVOICING AND PAYMENT

**9.1.** <u>Compensation</u>. As full consideration for the satisfactory performance by Job Order Contractor of Work prescribed under the Contract, Owner shall pay Job Order Contractor the amounts specified in the individual Job Orders.

9.2. <u>Invoices</u>. Job Order Contractor shall submit invoices to the following address:

City of Peoria 8401 W. Monroe St Peoria, AZ 85345

**9.3.** Job Order Cost Proposal Structure. For each Job Order, the Job Order Contractor shall prepare a Job Order Cost Proposal with the sufficient level of cost detail as required by the Owner. Cost detail may include, but is not limited to: schedule of values, work schedule, direct labor cost and fringe benefits, direct material costs (supported by quotes), direct equipment costs (supported by quotes), cost of subcontractors (supported by quotes) and allowable indirect costs (includes insurance). The contractor shall utilize the markups established in the JOC Pricing Matrix (*Attachment C*) to calculate the overhead and profit for all Job Order Cost Proposals, unless otherwise requested by the Owner. Profit on subcontractors/subconsultants shall not exceed 5 percent.

**9.4.** <u>Progress Payments.</u> Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Owner, on estimates of Work completed submitted by the Job Order Contractor and approved by Owner. Job Order Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, Owner will authorize payment for material delivered on the site and preparatory work done if Job Order Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

9.5. <u>Retention</u>. Not applicable.

**9.6.** <u>**Owner's Property.**</u> All material and work covered by progress payments made shall, at the time of payment, become the sole property of Owner, but this provision shall not be construed as:

**9.6.1.** Relieving Job Order Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or

9.6.2. Waiving the right of Owner to require the fulfillment of all of the terms of the Contract.

**9.7.** <u>Approval and Certification</u>. An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the Owner or Owner's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. The Owner may withhold an amount from the progress payment sufficient to pay the expenses the Owner reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before fourteen days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the Owner on submission to any person designated by the Owner for the submission, review or approval of the estimate of the Work.

**9.8.** <u>Unpaid Amounts</u>. Owner shall pay all unpaid amounts due Job Order Contractor under this Contract within thirty (30) days, after:

9.8.1. Completion and acceptance of the Work;

9.8.2. Presentation of a properly executed invoice;

**9.8.3.** Presentation of release of all claims against Owner arising by virtue of the Contract, other than claims, in stated amounts, that Job Order Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if Job Order Contractor's claim to amounts payable under this Contract has been assigned. Job Order Contractor shall complete a Job Order Contractor's release form acceptable to Owner; or

9.8.4. Consent of Job Order Contractor's surety, if any.

#### 10. CHANGES

**10.1.** <u>**Owner Changes.**</u> Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes:

**10.1.1.** In the specifications (including drawings and designs);

10.1.2. In Owner-furnished facilities, equipment, materials, services, or site; or

10.1.3. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

10.2. <u>Owner Change Orders</u>. Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this  $\S 10$ ; provided, that Job Order Contractor gives Owner timely written notice stating the date, circumstances, and source of the order and that Job Order Contractor regards the order as a change order.

10.3. <u>Contract Adjustments</u>. Except as provided in this § 10, no order, statement, or conduct of Owner shall be treated as a change under this § 10 or entitle Job Order Contractor to an equitable adjustment hereunder.

10.4. <u>Modification of the Job Order</u>. If any change under this §10 causes an increase or decrease in Job Order Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, Owner shall negotiate an equitable adjustment and modify the Job Order in writing.

10.5. Job Order Contractor Proposal. Job Order Contractor must submit any proposal under this § 10 within thirty (30) calendar days after:

10.5.1. Receipt of a written change order under § 10.1 above; or

10.5.2. The furnishing of a written notice under § 10.2 above by submitting to Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under § 10.2 above.

**10.6.** <u>Final Payment Limitation</u>. No proposal by Job Order Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

**10.7.** Job Order Contractor Extension Justification. Job Order Contractor shall furnish to the Owner a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

**10.8.** <u>Job Order Contractor Price Breakdown Structure</u>. Job Order Contractor, in connection with any proposal it makes for a Job Order change shall furnish a price breakdown itemized as required by Owner and the pricing matrix as required in the awarded contract.

### 11. INSURANCE & BONDS

**11.1.** Job Order Contractor Insurance. Job Order Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Job Order Contractor and Owner from claims which may arise out of or result from Job Order Contractor's operations whether such operations are performed by Job Order Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

**11.1.1.** WORKERS' COMPENSATION INSURANCE providing statutory benefits in accordance with the laws of the State of Arizona or any Federal statutes as may be applicable to the Work being performed under this Contract.

**11.1.2.** EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than: \$1,000,000 Each Accident; \$1,000,000 Each Employee for Disease; and \$1,000,000 Policy Limit for Disease.

**11.1.3.** COMMERCIAL GENERAL LIABILITY INSURANCE including Products/Completed Operations and Contractual Liability with limits of liability not less than: \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate; and \$2,000,000 Each Occurrence.

**11.1.4.** AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non-owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than: \$1,000,000 Each Person for Bodily Injury; \$1,000,000 Each Accident for Bodily Injury; and \$1,000,000 Each Occurrence for Property Damage.

**11.2.** <u>Owner as Additional Insured</u>. The policies providing Commercial General Liability and Automobile Liability insurance as required in § 11.1 shall be endorsed to name Owner as Additional Insured. Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

**11.3.** <u>Policy Endorsement</u>. All policies providing Job Order Contractor's insurance as required in § 11.1 above shall be endorsed to provide the following:

11.3.1. Thirty days written notice of cancellation or non-renewal given to Owner at the address designated in § 16.2.

11.3.2. Waiver of subrogation in favor of Owner.

**11.4.** <u>Limits of Liability</u>. The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

11.5. <u>Certificate of Insurance</u>. Proof of compliance with these insurance requirements shall be furnished Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) days of execution of this agreement. Renewal or replacement certificates shall be furnished Owner not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy(ies).

11.6. <u>Subcontractor Insurance</u>. Job Order Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Job Order Contractor shall deem appropriate and adequate for the Work being performed. Job Order Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverages carried by such subcontractors.

**11.7.** <u>Bonds</u>. If required by Owner, Job Order Contractor shall furnish Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the Construction Work, (excluding design and pre-construction services) in a penal sum equal to the aggregate price of all Job Orders issued to the Job Order Contractor. The Performance and Payment Bonds must be submitted to Owner within ten (10) calendar days after issuance of a Job Order.

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**11.8.** Notice to Proceed. Notice to Proceed will not be issued until properly executed bonds are received and accepted by Owner. A separate Notice to Proceed will be issued for each Job Order. The Notice to Proceed shall stipulate the actual contract start date, the contract duration and the contract completion date. The time required for the Contractor to obtain permits, licenses and easements shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. No work shall be started until after all required permits, licenses, and easements have been obtained. No work shall be started until all applicable submittals have been submitted and returned approved by the Owner's Representative. The Contractor shall notify the City of Peoria's project manager or engineer at least seventy-two (72) hours before the following events:

11.8.1. The start of construction in order to arrange for inspection.

11.8.2. Shutdown of City water, sewer, drainage, irrigation and traffic control facility.

**11.8.3.** Shutdown of existing water wells and booster pumps if applicable. Shutdown shall not exceed seventy-two (72) hours for any installation. Only one installation may be shutdown at any time.

**11.8.4.** Coordination of all draining and filling of water lines and irrigation laterals and all operations of existing valves or gages with the project manager if applicable.

**11.8.5.** Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system if applicable. This includes operation of existing valves necessary to accommodate the water.

12. INDEMNIFICATION. To the fullest extent permitted by law, the Job Order Contractor, subcontractor or design professional shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses and costs, including reasonable attorney fees and court costs, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of such Job Order Contractor, subcontractor or design professional or other persons employed or used by such Job Order Contractor, subcontractor or design professional in the performance of the contract or subcontract. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

### 13. DISPUTES.

**13.1.** <u>Party Cooperation</u>. The parties are fully committed to working with each other throughout the term of the Contract and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Job Order Contractor and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

13.2. <u>Field Level Resolution</u>. Job Order Contractor and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between the parties' representatives named herein.

**13.3.** <u>Job Order Contractor Performance</u>. The Job Order Contractor shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Job Order Contractor, pending the final resolution of any dispute or disagreements between the parties.

**13.4.** <u>Partnering</u>. If requested and mutually agreed upon, the Owner and Job Order Contractor will share in the expense of an initial facilitated partnering workshop, followed up by periodic refresher meetings at mutually agreed times. The goal of the workshop will be to identify common goals, common interests, lines of communication, and a commitment to cooperative problem solving.

13.5. <u>Owner's Representative</u>. Owner designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract. (Identify individual's name, title, address and telephone numbers)

City of Peoria, Materials Management Dan Zenko, Materials Manager 9875 N. 85<sup>th</sup> Ave – 2<sup>nd</sup> Floor

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#### Peoria, AZ 85345 (623) 773-7115

**13.6.** <u>Job Order Contractor's Representative</u>. Job Order Contractor designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract. (Identify individual's name, title, address and telephone numbers)

Bruce W. Balls, General Manager B&F Contracting, Inc. 11011 N. 23<sup>rd</sup> Avenue Phoenix, AZ 85029 Office-623-582-1170, Cell-623-764-7585

13.7. <u>Owner's Resolution</u>. Any dispute which is not disposed of by agreement will be decided by the Owner, who will reduce its decision to writing and mail or otherwise furnish a copy thereof to the Job Order Contractor. Any dispute not finally resolved under this § 13 may be brought before the state courts of the State of Arizona and adjudicated in accordance with the laws of Arizona.

### 14. TERMINATION AND DEFAULT

14.1. <u>Termination for Convenience</u>. Owner may terminate performance of the Work under this Contract in whole or, from time to time, in part if Owner determines that termination is in Owner's interest. Owner shall effect such termination by delivering to Job Order Contractor a Notice of Termination specifying the extent of termination and the effective date.

14.2. <u>Notice of Termination</u>. After receipt of a Notice of Termination, and except as directed by Owner, Job Order Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this § 14:

14.2.1. Stop work as specified in the notice;

14.2.2. Place no further subcontracts or orders (referred to as subcontracts in this §14) for materials, services or facilities, except as necessary to complete any Work not terminated;

14.2.3. Assign to Owner, if directed by Owner, all right, title, and interest of Job Order Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this § 14;

**14.2.4.** As directed by Owner, transfer title and deliver to Owner:

14.2.4.1. The fabricated or unfabricated parts, Work in progress, completed Work, supplies, and other material produced or acquired for the Work terminated;

14.2.4.2. The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to Owner;

14.2.5. Complete performance of the Work not terminated;

**14.2.6.** Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract that is in the possession of Job Order Contractor and in which Owner has or may acquire an interest; and

14.2.7. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in § 14.2.3 above; provided, however, that Job Order Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

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14.3. <u>Final Termination Settlement Proposal</u>. After termination, Job Order Contractor shall submit a final termination settlement proposal to Owner in the form and with the certification prescribed by Owner. Job Order Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination.

14.4. <u>Owner Payment</u>. Job Order Contractor and Owner may agree upon the whole or any part of the amount to be paid because of the termination. The amount will include a reasonable allowance for profit on work done. The Contract shall be amended, and Job Order Contractor paid the agreed amount.

14.4.1. If Job Order Contractor and Owner fail to agree on the whole amount to be paid Job Order Contractor because of the termination of work, Owner shall pay Job Order Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under § 14.4 above:

14.4.1.1. For Work performed before the effective date of termination, the total (without duplication of any items) of:

14.4.1.1.1. The cost of this Work;

14.4.1.1.2. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in § 14.4.1.1.1. above; and

14.4.1.1.3. A markup, including overhead and profit, on § 14.4.1.1.1. above as is determined for pricing changes.

14.4.1.2. The reasonable costs of settlement of the Work terminated, including:

14.4.1.2.1. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

14.4.1.2.2. The termination and settlement of subcontracts (excluding the amounts of such settlements); and

14.4.1.2.3. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

14.5. <u>Destroyed, Lost, Stolen or Damaged Property</u>. Except for normal spoilage, and except to the extent that Owner expressly assumed the risk of loss, Owner shall exclude from the amounts payable to Job Order Contractor under Subparagraph 14.4.1 above, the fair value, as determined by Owner, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner or to a buyer.

14.6. <u>Amount Due Job Order Contractor</u>. In arriving at the amount due Job Order Contractor under this § 14, there shall be deducted:

14.6.1. All unliquidated advances or other payments to Job Order Contractor under the terminated portion of the Job Order;

14.6.2. Any claim which Owner has against Job Order Contractor under the Contract; and

14.6.3. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Job Order Contractor or sold under the provisions of this § 14 and not recovered by or credited to Owner.

14.7. <u>Partial Termination</u>. If the termination is partial, Job Order Contractor may file a proposal with Owner for an equitable adjustment of the price(s) of the continued portion of any Job Order. Any proposal by Job Order Contractor for an equitable adjustment under this § 14 shall be requested within ninety (90) calendar days from the effective date of termination unless extended in writing by Owner. Owner may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Job Order Contractor of the terminated portion of any Job Order, if Owner believes the total of these payments will not exceed the amount to which Job Order Contractor will be entitled.

14.8. <u>Excess Payments</u>. If the total payments exceed the amount finally determined to be due, Job Order Contractor shall repay the excess to Owner upon demand.

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**14.9.** Job Order Contractor Records. Unless otherwise provided in this Contract or by statute, Job Order Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on Job Order Contractor's costs and expenses under this Contract. Job Order Contractor shall make these records and documents available to Owner, at Job Order Contractor's office, at all reasonable times, without cost. If approved by Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

**14.10.** <u>Default</u>. If Job Order Contractor refuses or fails to prosecute the Work, or any separable part, with the diligence that will ensure its completion within the time specified in the Job Order including any extension, or fails to complete the Work within this time, Owner may terminate the Job Order Contractor's right to proceed with the Work (or separable part of the Work), upon thirty (30) days written notice to the Job Order Contractor. In this event, Owner may take over the Work and complete it by Contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

14.11. Job Order Contractor's Right to Proceed. Job Order Contractor's right to proceed shall not be terminated under this § 14, if:

14.11.1. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Job Order Contractor. Examples of such causes include: acts of God or of the public enemy, acts of Owner in its Contractual capacity, acts of another contractor in the performance of a Contract with Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather (The basis used to define normal weather will be data showing high and low temperatures, precipitation, and number of days of severe weather in the city closest to the site for the previous ten (10) years, as compiled by the United States Department of Commerce National Weather Service.), or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Job Order Contractor and the subcontractors or suppliers; and

14.11.2. Job Order Contractor, within 30 calendar days from the beginning of any such delay (unless extended by Owner), notifies Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work shall be extended. The findings of Owner shall be final and conclusive on the parties, but subject to appeal and review under § 13.

14.12. <u>Owner's Right to Terminate</u>. The rights and remedies of Owner in this § 14 are in addition to any other rights and remedies provided by law or under this Contract.

**14.13.** <u>Owner and Job Order Contractor Rights</u>. If, after termination of Job Order Contractor's right to proceed, it is determined that Job Order Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner.

**14.14.** Liquidated Damages. Liquidated Damages shall be assessed for each calendar of delay. Liquidated Damages shall be per MAG Specs, Section 108.9 per day for each calendar day of delay, based upon the total job order value to date (i.e phased project awards). If the contract is not terminated, the contractor shall continue performance and be liable to the Owner for the liquidated damages until the products are delivered or services performed. In the event the City exercises its right of termination, the contractor shall be liable to the Owner for any excess costs, and in addition, for liquidated damages until such time the Owner may reasonably obtain delivery or performance of similar supplies or services.

**14.15.** <u>Immigration Act</u>. Contractor understands and acknowledges the applicability to Contractor of the Immigration Reform and Control Act of 1986 (IRCA). Contractor agrees to comply with the IRCA in performing under this contract and to permit City inspection of personnel records to verify such compliance.

### 15. WARRANTY OF CONSTRUCTION

15.1. <u>Applicable Warranties</u>. In addition to any other warranties in any Job Orders, Job Order Contractor warrants, except as provided in § 15.10, that work performed conforms to the Job Order requirements and is free of

any defect in equipment, material or design furnished, or workmanship performed by Job Order Contractor or any of its subcontractors or suppliers at any tier.

**15.2.** <u>Warranty Duration</u>. This warranty shall continue for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this warranty shall continue for a period of one (1) year from the date possession is taken.

**15.3.** Job Order Contractor Corrective Work. Job Order Contractor shall remedy at Job Order Contractor's expense any failure of the Work to conform to the plans and specifications, or any construction defect. In addition, the Job Order Contractor shall remedy at Job Order Contractor's expense any damage to Owner's real or personal property, when that damage is the result of:

15.3.1. Job Order Contractor's failure to conform to requirements; or

15.3.2. Any defect of equipment, material, workmanship, or design furnished by the Job Order Contractor.

15.4. Job Order Contractor Restoration. Job Order Contractor shall restore any work damaged in fulfilling the terms and conditions of this § 15. Job Order Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

15.5. <u>Owner Notification</u>. Owner shall notify Job Order Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

**15.6.** <u>Failure to Correct Work</u>. If Job Order Contractor fails to remedy any failure, defect, or damage within ten (10) days after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Job Order Contractor's expense.

15.7. <u>Subcontractor and Supplier Warranties</u>. With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Job Order Contractor shall:

15.7.1. Obtain all warranties required by the Job Order;

15.7.2. Require all warranties to be executed, in writing, for the benefit of Owner; and

15.7.3. Enforce all warranties for the benefit of Owner.

**15.8.** <u>**Owner Remedy.**</u> In the event Job Order Contractor's warranty under § 15.2 has expired, Owner may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

15.9. <u>Owner Furnished Material or Design</u>. Unless a defect is caused by the negligence of Job Order Contractor or subcontractor or supplier at any tier, Job Order Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage that results from any defect in Owner-furnished material or design.

**15.10.** <u>**Pre-Existing Work.**</u> Job Order Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Job Order Contractor except as modified by the Job Order.

15.11. <u>Owner's Rights</u>. This warranty shall not limit Owner's rights under § 8 of this Contract with respect to latent defects, gross mistakes, or fraud.

### 16. STANDARD TERMS AND CONDITIONS

16.1. <u>Contract Order of Precedence</u>. In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

**16.1.1.** Contract Modifications, if any;

16.1.2. This Contract, including Attachments;

16.1.3. Job Orders;

**16.1.4.** Drawings;

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**16.1.5.** Project Specifications;

16.1.6. The latest revision of MAG Specifications, as amended by City; and

16.1.7. The latest revision of MAG Standard Details, as amended by City.

16.2. <u>Certification</u>. By signature in the Offer section of the Offer and Contract Award page the Job Order Contractor certifies:

16.2.1. The submission of the offer did not involve collusion or other anti-competitive practices.

16.2.2. The Job Order Contractor shall not discriminate against any employee or applicant for employment.

**16.2.3.** The Job Order Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

16.2.4. The Job Order Contractor is licensed to perform the Work pursuant to Arizona Revised Statutes Title 32, Chapter 10.

16.3. <u>Bribes and Kick-Backs.</u> The Job Order Contractor shall not by any means:

**16.3.1.** Induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;

16.3.2. Confer on any governmental, public or quasi-public official having any authority or influence over the Project, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;

16.3.3. Offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or,

**16.3.4.** Without the express written permission of the Owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the Job Order Contractor has a direct or indirect proprietary or other pecuniary interest.

**16.4.** <u>Applicable Law.</u> In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, including Section 508, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

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Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

16.4.1. Job Order Contractor warrants, for the term of this agreement and for six months thereafter, that is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

**16.4.2.** This contract shall be governed by the Owner. City and Job Order Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the Owner. This contract shall be governed by the laws of the State of Arizona. Any lawsuit pertaining to this contract may be brought only in courts in the State of Arizona.

16.4.3. This contract is subject to the provisions of ARS § 38-511; the Owner may cancel this contract without penalty or further obligations by the Owner or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Owner or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

16.5. <u>Legal Remedies.</u>: All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

**16.6.** <u>Contract:</u> The contract between the Owner and the Job Order Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Job Order Contractor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the Owner reserves the right to clarify, in writing, any contractual terms with the concurrence of the Job Order Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

**16.7.** <u>Contract Amendments:</u> This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the Owner and the Job Order Contractor.

**16.8.** <u>Contract Applicability:</u> The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the Owner are not applicable to this Solicitation or any resultant contract.

16.9. <u>Severability.</u> The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

16.10. <u>Relationship to Parties.</u> It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Job Order Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Job Order Contractor should make arrangements to directly pay such expenses, if any.

16.11. <u>No Delegation or Assignment.</u> Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not

limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

**16.12.** Job Order Contractor/Supplier Contract. The Job Order Contractor shall enter into written contracts with its subcontractor(s) and supplier(s), if any, and those written contracts shall be consistent with this Contract for Construction. It is the intent of the Owner and the Job Order Contractor that the obligations of the Job Order Contractor's subcontractor(s) and supplier(s), if any, inure to the benefit of the Owner and the Job Order Contractor, and that the Owner be a third-party beneficiary of the Job Order Contractor's agreements with its subcontractor(s) and supplier(s).

16.12.1. The Job Order Contractor shall make available to each subcontractor and supplier, if any, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Contract for Construction, including those portions of the Construction documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractor(s) and supplier(s).

16.12.2. The Job Order Contractor shall engage each of its subcontractor(s) and supplier(s) with written contracts which preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The Job Order Contractor's agreements with its subcontractor(s) and supplier(s) shall require that in the event of default under, or termination of, this Contract for Construction, and upon request of the Owner, the Job Order Contractor's subcontractor(s) and supplier(s) will perform services for the Owner.

16.12.3. The Job Order Contractor shall include in its agreements with its subcontractor(s) and supplier(s) a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract for Construction that are included by reference in its written contract with the Job Order Contractor, and that it will abide by those terms, conditions and requirements.

**16.13.** <u>Rights and Remedies.</u> No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the Owner of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the Owner to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the Owner's acceptance of and payment for materials or services, shall not release the Job Order Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the Owner to insist upon the strict performance of the Contract.

**16.14.** <u>Overcharges By Antitrust Violations.</u> The Owner maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Job Order Contractor hereby assigns to the Owner any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

16.15. <u>Force Majeure</u>. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure.

16.15.1. 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; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure

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notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

16.15.2. Force majeure shall not include the following occurrences: late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences; late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition; or any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

**16.16.** <u>Right To Assurance.</u> Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

**16.17.** <u>**Right To Audit Records.**</u> The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 16.4 above.

16.18. <u>Warranties.</u> Job Order Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Job Order Contractor's response, the Owner is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the Owner shall not alter or affect the obligations of the Job Order Contractor or the rights of the Owner under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

**16.19.** <u>Inspection.</u> All material and/or services are subject to inspection and acceptance by the Owner. Materials and/or services failing to conform to the specifications of this Contract will be held at Job Order Contractor's risk and may be returned to the Job Order Contractor. If so returned, all costs are the responsibility of the Job Order Contractor. The Owner may elect to do any or all of the following:

- **16.19.1.** Waive the non-conformance.
- **16.19.2.** Stop the work immediately.
- **16.19.3.** Bring material into compliance.
- **16.19.4.** This shall be accomplished by a written determination from the Owner.

**16.20.** <u>Title and Risk of Loss</u>. The title and risk of loss of material and/or service shall not pass to the Owner until the Owner actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

**16.21.** <u>No Replacement of Defective Tender</u>. Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

**16.22.** <u>Shipment Under Reservation Prohibited</u>. Job Order Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

16.23. <u>Liens</u>. All materials, service or construction shall be free of all liens, and if the Owner requests, a formal release of all liens shall be delivered to the Owner.

16.24. <u>Licenses</u>. shall maintain in current status, all Federal, State and Local licenses and created under this contract are the property of the Owner and shall not be used or released by the Job Order Contractor or any other person except with the prior written permission of the Owner.

16.25. <u>Patents and Copyrights.</u> All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the Owner and shall not be used or released by the Job Order Contractor or any other person except with the prior written permission of the Owner.

**16.26.** <u>Cost of Bid/Proposal Preparation.</u> The Owner shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

**16.27. Public Records.** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 16.17 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 16.4 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

16.28. <u>Advertising.</u> Job Order Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the Owner.

**16.29.** <u>Delivery Orders.</u> The Owner shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the signature page of the contract

**16.30.** <u>Funding</u>. Any contract entered into by the Owner of Peoria is subject to funding availability. Fiscal years for the Owner of Peoria are July 1 to June 30. The Owner Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

**16.31.** <u>Federal Funding.</u> It is the responsibility of the Contractor to determine on any single job order project if federal wage rates will apply. It is also the responsibility of the Contractor to incorporate any necessary amounts in the bid to accommodate for required federal record keeping and necessary pay structures. The Contractor should contact the City of Peoria regarding any applicable Davis Bacon wage rates.

16.31.1 Davis-Bacon Act - (40 U.S.C. §276a-276a-5). All contracts or subsequent subcontracts for construction, alteration, renovation, or repair, including painting and decorating, of a public building or public work, or building or work, financed by federal funds which meets the \$2,000 threshold are required to pay the federal prevailing wage rate for each class of laborer or mechanic employed. Regulations applicable to grant-enabling statutes incorporating the Act can be found in 29 Code of Federal Regulations (CFR), Parts 1,3,5 and 7. These regulations stipulate that grant funds appropriated under statutes imposing the Davis-Bacon Act requirements shall not be paid to a grantee (the Department) until contractors or subcontractors performing work under the grant certify that they will comply with the Act's requirements. The Act also applies to any contract or subcontract for similar work on public grants from a federal agency, or where the federal government acts as guarantors of mortgages. The only exception is for the transportation of materials and supplies by persons who are not employed directly at the work site, but are employed solely to make deliveries to the work site.

Provider Agencies must ensure that contracts or subcontracts for any construction/alteration projects contain the wage determinations issued and that the appropriate clauses required by the Davis-Bacon regulations (29 CFR, section 5.5) are present. It should be made clear in any announcements of projects or RFPs that federal grant funds are being used and that Davis-Bacon will apply even if the federal government is not a party to the contract or subcontract. The prevailing wage must be paid regardless of any contractual relationship that may exist between a

contractor or a subcontractor. Although the Department is not responsible to review sub-contracts for compliance, it has the right to require a prevailing wage.

Sanctions for post-certification violations include suspension of payment, advances, or guarantees of grant funds, and the forced restitution of wages that should have been paid and the removal of offending contractors or subcontractors from active employment lists.

Failure to comply can bring penalties that can be severe. The contractor or subcontractor and their sureties are liable for any excess costs for completing the work; the Department may withhold accruals to ensure payment of prevailing wages to the workers; the contract or subcontract may be terminated and/or the contractor or subcontractor may be debarred for a period of three years.

### 16.32. A.R.S. Title 34 Provisions.

16.32.1. The maximum dollar amount of an individual job order shall be Three Million Dollars (\$3,000,000) or such higher or lower amount prescribed by the Owner in an action notice pursuant to A.R.S. title 38, chapter 3, article 3.1 or a rule adopted by the Owner as the maximum amount of an individual job order. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement.

16.32.2. If the Job Order Contractor subcontracts or intends to subcontract part or all of the work under a job order and if this contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of job orders based on the number of units of standard individual tasks in the job order, then:

16.32.2.1. The Job Order Contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the Job Order Contractor to do all or part of the work under one or more job orders:

**16.32.2.1.1.** A copy of the descriptions of all standard individual tasks on which the subcontractor is invited to bid.

**16.32.2.1.2.** A copy of the standard unit prices for the individual tasks on which the subcontractor is invited to bid.

16.32.2.2. If not previously delivered to the subcontractor, the Job Order Contractor has a duty to deliver promptly the following to each subcontractor invited to or that has agreed to do any of the work included in any job order:

**16.32.2.2.1.** A copy of the description of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

**16.32.2.2.** The number of units of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

**16.32.2.2.3.** The standard unit price for each standard individual task that is included in the job order and that the subcontractor is invited to perform.

16.32.3. The Owner will include the full street or physical address of each separate location at which the construction will be performed for each individual Job Order. The Job Order Contractor (and on behalf of each subcontractor at any level) hereby agrees to include in each of its subcontracts the same address information. The Job Order Contractor and each subcontractor at any level shall include in each subcontract the full street or physical address of each separate location at which construction work will be performed.

**16.33 Prohibited Lobbying Activities.** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an

Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.

**16.34 Prohibited Political Contributions**. Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.

**16.35** Assurances of Compliance with Federal and State Laws. If any single job order project is funded with federal grant funds, the Contractor shall be responsibility to incorporate any necessary amounts in the job quote to accommodate for required federal record keeping and necessary pay structures. The Contractor should contact the City of Peoria regarding any applicable Davis Bacon wage rates. During the performance of work under this contract the Contractor and all Subcontractors will be required to certify compliance with the following federal provisions:

A. Equal Employment Opportunity. Comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Contractor will consider each applicant for employment on the basis of his or her qualifications for the job and without regard to race, color, religion, gender, marital status, age, or national origin. Nor will the Contractor discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified.

Every effort will be made to insure that appointments, promotions, reclassifications, transfers, compensation, training, layoffs, terminations or any other type of personnel actions are based on merit, fitness or other factors determined to be free of discrimination. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. The Contractor further agrees that this clause will be incorporated in all subcontracts or job-consultant Contracts related to this Contract." The County, State and the Agency are beneficiaries of this Section and are entitled to enforce it. The Contractor shall also comply with all applicable local, state and federal fair employment laws and regulations.

- **B.** Davis-Bacon Act, as amended (40 U.S.C. § 276a to a-7). When required by Federal program legislation, for all construction contracts of more than \$2,000, comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. The Owner must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract will be conditioned upon the acceptance of the wage determination. The Owner must report all suspected or reported violations to the County, State, City of Peoria and the Granting Agency.
- **C.** Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). For Contractors who apply or bid for an award of \$100,000 or more, file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal form tier to tier up to the recipient.
- D. Anti-Lobbying Certification. The Contractor certifies, to the best of his or her knowledge and belief that:
  - 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.
- 4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- E. Debarment and Suspension (E.O. 12549 and E.O. 12689). Provide the required certificates regarding their exclusion status and that of their principal employees. No contract may be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689, "Debarment and Suspension," as set forth in 24

C.F.R. Part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold may provide the required certification regarding their exclusion status and that of their principal employees.

F. Drug-Free Workplace Requirements. Comply with the Drug-Free Workplace Act of 1988 (42 U.S.C. § 701) and certify that they will comply with drug-free workplace requirements in accordance with the Act.

This certification is a material representation upon which reliance is placed by the U.S. Federal Agency in awarding the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the U.S. Federal Agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

- 1) The Contractor certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Informing employees about:
    - 1. The dangers of drug abuse in the workplace;
    - 2. The Contractor's policy of maintaining a drug-free workplace;
    - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
    - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- 1. Abide by the terms of the statement; and
- 2. Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;
- 2) Notifying U.S. Federal Agency within ten days after receiving notice under subparagraph (d)(2) from an employee of otherwise receiving actual notice of such conviction;
- 3) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;
- 4) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), and (d).

#### G. Compliance with Federal and State Immigration Laws.

- Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City of Peoria or their agents to inspect personnel records to verify such compliance. Contractor shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States.
- 2) Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to U.S. Federal Agency and the cities that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) ("Contractor Immigration Warranty").
- 3) A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of U.S. Federal Agency and/or the City of Peoria.
- 4) The U.S. Federal Agency and the City of Peoria retain the legal right to inspect the papers of any employee of Contractor or any subcontractor who works under this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist U.S. Federal Agency and/or the City of Peoria in the conduct of any such inspections.
- 5) The U.S. Federal Agency or the City of Peoria may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the U.S. Federal Agency and/or the City of Peoria in performing any random verification performed.
- 6) Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.
- 7) The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractor who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- H. Asbestos Abatement. The Contractor agrees to comply fully with the National Emission Standard for Hazardous Air Pollutants (NESHAP) asbestos regulation (Title 40 CFR, Part 61 Subpart M), the Maricopa County Air Pollution Control Regulations Rule 370, Section 301.8, and the Occupational Safety and Health Administration

(OSHA) asbestos regulation (29 CFR 1926.1101 Asbestos).

- I. Access To Records And Records Retention. The Contractor agrees as follows:
  - 1) The Contractor agrees to permit the U.S. Federal Agency, the City of Peoria, U. S. Federal Agency, and the Office of the Inspector General and/or their designated representatives to have access to all any books, documents, papers and records of the Contractor or subcontractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcriptions.
  - 2) The Contractor agrees to retain all records for at least six years following the "Official Closeout" date of the grant or the resolution of all audit findings, payments and all other pending matters whichever is later.
- J. Conflict Of Interest. The undersigned is fully aware that this contract is wholly or partially federally funded, and certifies that:
  - 1) There is no substantial interest, as defined by Arizona Statutes, with any public official, employee, agency, commission, or committee with the City of Peoria and the U.S. Federal Agency.
  - 2) Any substantial interest, as defined by Arizona Statutes, with any public official, employee, agency, commission, or committee (including members of their immediate family) with the City of Peoria or the U.S. Federal Agency that develops at any time during this contract will be immediately disclosed to the City of Peoria and the U.S. Federal Agency.
  - 3) The Contractor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Contractor hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of Peoria, or of any designated public agencies or Contractors which are receiving funds under the CDBG Entitlement program.

#### K. Compliance with Civil Rights Act of 1964

During the performance of this contract, the contractor agrees to comply with the following:

(i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec. 2000d), (ii) the Rehabilitation Act of 1973 (Pub. L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), (iii) the Age Discrimination Act of 1975 (Pub. L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), (iv) Section 13 of the Federal Water Pollution Control Act (Pub. L. 92-500, 33 U.S.C. Sec. 1251), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.

#### L. Termination for Convenience (43 CFR § 12.84)

Except as provided in §12.83 awards may be terminated in whole or in part only as follows:

(a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §12.83 or paragraph (a) of this section.

#### M. Equal Employment Opportunity (41 CFR § 60-1.4)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- N. Compliance with Copeland Act Requirements. The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- O. Contract Work Hours and Safety Standards Act. Contractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- P. Patent Rights (43 CFR Part 12). Contractor shall comply with federal requirements (CFR 43, Part 12, Subpart C— Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- **Q.** Copyrights (43 CFR § 12.74). The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(1) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and

(2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

- **R.** Audit Practices (43 CFR Part 12). The contractor agrees access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- S. Retention of Records (43 CFR Part 12). The contractor agrees to retain all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.
- T. Clean Air Act, Clean Water Act, and EPA Regulations. Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- **U.** Energy Policy and Conservation Act. Consultant shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
- V. System For Award Management Maintenance (48 CFR 52.204-13). The Contractor is required to properly register and maintain an updated registration with the System for Award Management (SAM) database, which is the primary Government repository for prospective Federal awardee information and the centralized system for certain contracting, grants, and other assistance-related processes.

(a) Definition. As used in this clause--

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

"Registered in the System for Award Management (SAM) database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

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(4) The Government has marked the record "Active".

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes–

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)(1)(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to-

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support he legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted–

(i) Via the internet at <u>http://fedgov.dnb.com/webform</u> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <u>https://www.acquisition.gov</u>.

W. Contract Work Hours and Safety Standards Act -- Overtime Compensation.

(a) *Overtime requirements*. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) *Withholding for unpaid wages and liquidated damages*. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

#### (d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts*. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

### **ATTACHMENTS**

Attachment A	JOC General Scope of Services
Attachment B	SIQ & Contractor's Response
Attachment C	JOC Cost Proposal Forms (Pricing Matrix, Project Cost Sheet)
Attachment D	Contractor's Contacts (Contact List & Authorized Signature Form)

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#### ATTACHMENT A JOC General Scope of Services

#### **1.0 GENERAL INFORMATION**

1.1 This is a fixed price, indefinite quantity type Contract for the performance of various Traffic Systems projects on an as-needed basis as may be required by Owner. The specific work requirements will be identified in Job Orders to be issued by Owner.

1.2 Depending on what is required by the Individual Job Order Agreement, the type of Contract will be either "Lump Sum Fixed Price" or "Guaranteed Maximum Price (with savings returned to owner)".

#### 2.0 DOCUMENTS

2.1 The currently applicable pricing structure contains pricing information for the Work to be accomplished in the pricing matrix specified. The Pricing matrix can only be updated at time of yearly contract renewal by mutually agreeable change order. Previously issued Job Orders and changes will not be retroactively re-priced although any changes priced after receipt of an update will be priced by the updated version of the new pricing matrix.

2.2 The construction specifications in effect at Contract signing, and provided to the Job Order Contractor, shall be the specifications under this Contract.

#### 3.0 WORK AUTHORIZATION

Any Work required under this Contract shall be authorized by issuance of formal, written Job Orders, as follows:

3.1 As the need exists (as determined by Owner) for performance under the terms of this Contract, Owner will notify Job Order Contractor of an existing requirement.

3.2 Upon the receipt of this notification, Job Order Contractor shall respond within two (2) working days, or as otherwise agreed, by:

3.2.1 Visiting the proposed site in the company of Owner, or;

3.2.2 Establishing contact with Owner to further define the scope of the requirement.

3.3 After mutual agreement on the scope of the individual requirement, Job Order Contractor shall then prepare a proposal for accomplishment of the task unless Job Order Contractor, in its sole discretion, elects not to undertake the Work. If the Work is declined, Job Order Contractor will so notify Owner in a timely manner.

3.4 The price matrix shall serve as the basis for establishing the value of the Work to be performed.

3.5 Job Order Contractor's proposal shall be submitted within ten (10) working days unless otherwise agreed.

3.6 Upon receipt of Job Order Contractor's proposal, Owner will review the proposal for completeness and will reach agreement with Job Order Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.

3.7 In the event Owner does not issue a Job Order after receipt of Job Order Contractor's proposal, Owner is not obligated to reimburse Job Order Contractor for any costs incurred in the preparation of the proposal, except as noted in § 4.3.

#### 4.0 SCHEDULING OF WORK

4.1 For each Job Order, Owner will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Job Order Contractor. Job Order Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order. The period

of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Job Order Contractor considers the Work complete and ready for its intended use, Job Order Contractor shall request Owner to inspect the Work to determine the status of completion. When Owner determines the Work to be Punch List Prepared as defined in Article 1, Owner will provide Contractor with a list of items to be completed or corrected prior to final payment for the Job Order. Job Order Contractor shall proceed promptly to complete and correct items on the list.

4.2 Job placement of materials and equipment shall be made with a minimum of interference to Owner operations and personnel.

4.3 Furniture and portable office equipment in the immediate work area will be moved by Job Order Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, Owner will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Owner will compensate Job Order Contractor for any such transportation and storage costs incurred.

4.4 Job Order Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Job Order Contractor at no cost to Owner.

4.5 Job Order Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods shall be submitted to Owner for approval.

### 5.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

5.1 Job Order Contractor shall submit, for Owner approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after issuance of the initial Job Order. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with Owner's inspectors.

#### 6.0 DESIGN

6.1 In accordance with the provisions of ARS § 34-602 & 603, the City may require the Job Order Contractor to contract with one or more Design Professionals to provide architectural or engineering design of the Project.

6.2 As an alternative to  $\S$  6.1, and in accordance with the provisions of ARS § 34-602 & 603, the City may elect to contract separately with one or more Design Professionals to provide architectural or engineering design of the Project.

6.3 Whether the City or the Job Order contractor contracts with the Design Professional, it is expected that some or all of the following services will be provided during the performance of the work:

6.3.1 The Design Professional will provide administration of the work. The City and the Contractor will endeavor to communicate through the Design Professional. Communications by and with the Design Professionals' consultants will be through the Design Professional.

6.3.2 The Design Professional will visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed work and to determine in general if the work is being performed in accordance with the contract documents. The Design Professional will keep the City informed of progress of the work and will endeavor to guard the City against defects and deficiencies in the work.

6.3.3 Upon the Job Order Contractor's submittals, the Design professional will review and approve or take other appropriate action on submittals as Shop Drawings, Product Data, and Samples.

6.3.4 All drawings produced for projects under this contract are the property of the City, and are owned in whole by the City for any and all future use and considerations.

#### 7.0 PROJECT AS-BUILTS

7.1 An individual Job Order's scale, complexity, and proximity to agency rights-of-way will determine the specific as-built requirements for each individual job order project. Unless otherwise determined at the time of the job order award that project as-builts will not be required, the Job Order Contractor shall assume that they must satisfy the as-built requirements of both the City of Peoria as the permitting agency and the City of Peoria as the project owner. For river trail and trailhead projects, additional as-built requirements may by imposed by the Flood Control District of Maricopa County and the Arizona Department of Transportation.

7.2 To satisfy the requirements of the City of Peoria as the permitting agency, the Job Order Contractor shall retain the services of an Arizona Registered Land Surveyor to as-built the constructed condition of all grading, drainage, hardscape, and underground utility civil improvements. The Job Order Contractor will be required to meet the requirements of Chapter 7 of the City of Peoria Infrastructure Development Design Guidelines and shall make the required submissions to the permitting agency sufficiently in advance of Final Completion.

7.3 To satisfy the requirements of the City of Peoria as the owner, the Job Order Contractor shall prepare industry standard redline as-built drawings on a clean print of the construction documents or relevant shop drawing. The Job Order Contractor shall neatly mark and post to these drawings any clarification or scope changing documents issued by the design professional and shall neatly mark the drawings to indicate variances from the designed condition. The Job Order Contractor shall submit the as-built documents to the job order project manager for review, correction, and approval sufficiently in advance of Final Completion.

#### 8.0 UTILITY COMPANY COORDINATION

8.1 Unless specifically excluded by the Individual Job Order Agreement, the Job Order Contractor will be responsible for coordinating with utility design work for permanent service to the project and will ensure that the work takes place in a timely manner and does not impact the project schedule. Any utility design fees for permanent services to a project will be paid by the City.

#### 9.0 TEMPORARY SANITATION FACILITIES

9.1 The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated, and kept clean at all times.

9.2 Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

#### 10.0 DUST CONTROL AND WATER

10.1 The dust control measures shall be in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations," namely Regulation II, Rule 21, subparagraph C and Regulation III, Rule 310 shall be rigidly observed and enforced. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the City of Peoria has received a copy of the Contractor's Dust Control Permit and Plan.

10.2 The Contractor shall be required to obtain the necessary permit and all pertinent information from the Maricopa County Air Pollution Control Bureau, 2406 S. 24th Street #E-214, Phoenix, Arizona, (602) 506-6700 extension 372.

10.3 The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the City Engineer.

10.4 Watering shall conform to the provisions of Section 225 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.

10.5 Installation and removal of fire hydrant meters should be scheduled at least forty-eight (48) hours in advance through the City of Peoria Utilities Division at (623) 773-7160. A \$1,000 deposit is required for each meter. An additional \$28.00 service fee is also required. The cost of the water is at the prevailing rate.

#### 11.0 ELECTRICITY

11.1 Except for remote locations or unless otherwise specified in a Job Order, Owner shall furnish to Job Order Contractor from existing Owner facilities and without cost to Job Order Contractor, electricity necessary for the performance of work under this Contract. It is the responsibility of Job Order Contractor to determine the extent to which existing Owner electrical facilities are adequate for the needs of this Contract.

11.2 Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Job Order Contractor, and costs included in the Job Order Proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of Owner.

#### 12.0 WORK BY OWNER

Owner reserves the right to undertake or award Contracts for the performance of the same or similar type work contemplated herein, and to do so will not breach or otherwise violate the Contract.

### ATTACHMENT B

### SIQ & Contractor's Response

(See Attached)



Solicitation Number: P19-0027

Materials Management Procurement 9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.

Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

### REQUEST FOR STATEMENT OF QUALIFICATIONS (SOQ)

### JOB ORDER CONTRACTING

### FOR

### **TRAFFIC SYSTEMS**

### SOLICITATION NUMBER: P19-0027

### Due Date: October 9, 2018 by 5:00 PM Arizona Time

Pre-Submittal Meeting: September 24, 2018 @ 2:00 p.m. Arizona Time

> Point of Contact: Lisa Houg Contract Officer Lisa.Houg@peoriaaz.gov 623-773-7191

> > 1



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### SECTION 1 - INTRODUCTION

#### 1.1 Introduction

The City of Peoria Arizona is seeking experienced contractors for traffic signal traffic systems and street light construction, maintenance and repair and related services, on an as-needed basis at various project locations throughout the City of Peoria utilizing Job Order Contracting (JOC) project delivery method.

It is the intent of the City of Peoria to select two (2) contractors for contract award. The initial term of the JOC will be for a minimum of one (1) year and may be renewed up to four (4) additional one-year terms. Renewal of the contract will be based on the successful performance of the JOC Contractor and the needs of the City. It is the City's intent to enter into a cost plus fee structure.

During the term of the JOC, work is performed as a series of individual job orders. Individual projects may require the expenditure approval of Peoria City Council. Each job order, initiated by the owner, is defined cooperatively by the owner and contractor. A scope, schedule and price are negotiated and agreed upon. The contractor is then directed to proceed with the work. Job Order Contracting may include ancillary design services, pre-construction services, construction work, maintenance and as-built documents.

### 1.2 Cooperative Purchasing

Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement. Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

### 1.3 Project Budget

The City of Peoria CIP identifies funding for projects in fiscal year of 2019 and shows planned projects for the next ten (10) years. The approved 2019 budget is available to fund various projects utilizing the awarded JOC contract. Projects may extend into the next fiscal year and beyond but in no instance will any one project under this JOC



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exceed \$3,000,000.

### SECTION 2 - DESCRIPTION & SCOPE OF WORK

#### 2.1 Description

This Job Order Contract is issued to assist the City of Peoria with traffic signal traffic systems and street light construction, maintenance and repair services. Interested contractors will have the ability to show related experience and a proven track record in projects of the same nature and magnitude. The selected contractors will be expected to deliver turn-key projects, including all permitting and regulatory requirements.

For any project determined by the City to be appropriate for this Job Order Contract, the City will request that the contractor prepare a scope of work, cost proposal and project schedule. If acceptable, the City will issue an individual Job Order. Although the City anticipates that JOC Contractors will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The City reserves the right and will issue delivery orders based on ability of the contractor to meet the City's work schedule and the availability of trades and expertise in relation to each project.

Contractors must have experience in the areas described in the Scope of Work (below).

### 2.2 Scope of Work

The City places significant emphasis on the qualifications and experience of the contractors we contract with and the individual employees performing services under our contracts in order to protect our citizens and ensure safe access to public spaces. Therefore, the City is requesting that all offerors assign only the most highly trained and qualified individuals to work on City projects involving traffic signal systems.

The City of Peoria maintains a network of traffic signals and street lights. This Job Order contract is intended for general contracting, construction, maintenance and repair services, together with architectural and engineering services as necessary, related to existing signals, building new signals, existing street lights and installing new street lights and associated street light systems within the City. It includes major and minor construction projects, renovations, maintenance, repairs, additions, demolition, re-constructions and alterations to signals and related systems, street lights and related systems within the intersections.

The successful contractor(s) shall have experience, knowledge, and ability to accomplish the following tasks.

1. Design – work with a design firm to produce drawings that can be used to permit work and complete projects.



#### Materials Management Procurement

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- Utility locating able to provide utility location and/or coordinate with utility companies or private locator services.
- Legal descriptions and exhibits work with outside sources to produce legal descriptions and exhibits.
- 4. Demolition remove items necessary for signal and street light installation.
- Cutting, milling, and removal provide services as necessary to facilitate new signals and streetlights.
- Signal work install signal poles, heads, equipment etc. for complete intersection signalization work.
- 7. Signs and Striping provide signs, both temporary and permanent signage and all striping associated with traffic systems.
- 8. Street light work install street light poles, mast arms, equipment, etc. for complete street light system work.
- 9. Electronic gear install, maintain or renovate low voltage systems that manage signals.
- 10. Detection install loop and video detection.
- 11. Lighting run conduit and power and install luminars on poles and install street lights.
- 12. Electrical work install conduit, pull wires, and build both primary and low voltage systems in support of the signals and streetlights.
- 13. Boring place conduit under structures by boring.
- 14. Concrete work install sidewalks, curb/gutter, ramps, hard-scape, foundations, pads, and other concrete work to build signalized intersections.
- 15. Roadway work install base, asphalt and other pavements in support of signalizing intersections.
- 16. Traffic Control develop and operate traffic control for projects.
- 17. Landscaping install new landscape, including meters, irrigation systems, planting and ground covers as well as refreshing existing landscaping.
- 18. Survey provide accurate surveys and project staking.
- 19. As-builts provide as-built drawings of the projects. Provide accurate red line updates to existing drawings for others to produce complete as-builts.
- 20. Public relations provide public relations when required.
- 21. Utility work provide wet and dry utility relocations, repairs or new work as required to install the signalized intersections. Work with utility companies to provide new services to traffic systems.
- 22. Materials testing provide materials testing as required.
- 23. Design and install ITS provide fiber systems, termination, equipment, repairs, integration, and re-configuring.
- 24. Install wireless systems design and install wireless camera and data systems.
- 25. Maintain ITS provide wiring audits and clean-up and standardization.
- 26. ITS work will include all right of way work up to and including connecting the network to communication equipment inside buildings. The ITS work is not intended to include building network infrastructure inside facilities.
- 2.3 Contractor Requirements



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Interested contractors must possess experience in the following areas:

**Permit Management:** The attainment of permits from any and all jurisdictions which the project may require, including but not limited to the City of Peoria and Maricopa County.

**Construction:** The physical construction of the work, through competitive subcontractor selection/bidding and/or self-performance as dictated by the unique needs of each individual project.

**Cost Proposals**: Upon the request of the owner, project cost proposals may be submitted either as a lump sum or as a Guaranteed Maximum Price (GMP). GMP cost proposals shall be "open book" with full transparency provided to the Owner and any project allowance savings will be returned to the Owner at the end of the project.

**Federal Compliance:** Where federal monies are utilized, the scope shall include prevailing wage compliance as per the Davis Bacon Act and submission of weekly certified payroll. The City of Peoria will notify the contractor if federal grants are utilized.

**Project Close-Out:** The preparation, maintenance, or modification of the Owner's project close-out documentation including, but not limited to: the marking of as-built conditions on construction documents; assembly of an operations, maintenance, and warranty manual; turnover of certified payroll documentation (federal projects only); City, County, State, or Federal agency special close-out requirements; and maintenance personnel training (if applicable).

Depending on the scale of the projects under this JOC, experience in the following areas may also apply:

**Professional Services:** The contracting of professional design services from licensed Arizona professionals when the scope of the work requires basic construction documents to support the attainment of agency permits and/or for subcontractor bidding.

**Preconstruction Services:** The management of design consultants (when included under the JOC), public engagement, construction cost estimating, constructability review, and value engineering as required to achieve the City's project budget.

#### 2.4 General Information

The successful JOC contractors will have documented established successful work relationships with various qualified subcontractors, engineering professionals, and knowledge of JOC project delivery methods. The specific work associated with each job order shall be mutually agreed upon and issued by the City.



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 773-7118

For any project determined by the City to be appropriate for this Job Order Contract, the City will request that the contractor prepare a scope of work, cost proposal, project schedule and back-up supporting documentation. If acceptable, the City will issue a Job Order, at which time the parties will execute an individual job order specifying the cost and completion schedule for that project. Although the City anticipates that the JOC Contractor will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The City reserves the right and will issue job orders based on ability of the contractor to meet the City's work schedule and the availability of trades and expertise in relation to each project.

All construction shall conform to the latest version of the Uniform Standard Specifications and Details for Public Works Construction published by the Maricopa Association of Governments (MAG) together with the City of Peoria Development Infrastructure Guidelines, Specifications and City of Peoria Supplemental to MAG Uniform Standard Details, and the construction documents (plans and specifications) associated with each Job Order.

### SECTION 3 - STATEMENT OF QUALIFICATIONS

3.1 SOQ Format: The JOC contractors will be selected through a qualifications-based selection process based on the evaluation criteria outlined herein. The contractors selected will be the contractors whose SOQ's are responsive, responsible, and are the most advantageous to City, as determined by City in its sole discretion. The City reserves the right to add, delete, or modify any part of this solicitation at City's sole discretion.

Interested Contractors must submit a Statement of Qualifications (SOQ) that addresses the points as outlined.

SOQ's should be assembled in the relative order as outlined below:

### A. Method of Approach to Performing the Required Services

- 1. Describe your experience in the advantages and disadvantages of the JOC alternative delivery method compared to traditional design-bid-build.
- Describe successful processes your company has developed for prior work that specifically parallels the JOC process. Provide specific details and methodology to demonstrate why each process was successful including any value added options and risk assessments.
- 3. Provide a description of the software system(s) successfully used by your company for project estimating, planning, scheduling and managing construction and the unique processes you've developed for its use in JOC (or comparable) contracts.



 Materials Management

 Procurement

 9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.

 Peoria, Arizona

 85345-6560

 Phone:

 (623)

 773-7115

 Fax:

 (623)

### Solicitation Number: P19-0027

- 4. Discuss the key components and advantages of your company's selection process for subcontractors. Demonstrate your understanding of the City's requirement that subcontractor selection must be based on qualifications alone or a combination of qualifications and price, not on price alone. Provide a detailed proposed Subcontractor Selection Plan attached as an Appendix.
- 5. Discuss the Contractor's intention of self-performance for each Job Order and indicate percentage of self-performance you intend to provide under this contract.
- 6. Discuss what efforts the Contractor would initiate to meet the project budget and schedule during the negotiation process.

### B. Local Experience & Qualifications of the Contractor

- Provide a general description of all services to be provided by the Contractor under this JOC. Include information for any specific subcontractor to be utilized for all work of a certain type.
- 2. List the Arizona professional and contractor license(s) held by the Contractor. Provide the license number and explain if held by an individual or the Contractor.
- 3. Provide project information where the Contractor provided construction services similar to those listed in Section 2 Scope of Work. The City may take into consideration the number of Job Order Contracts a company may have, the resource investment of the contractor in current City work, and the amount of previous work recently performed for the City as part of the selection process.

### C. Qualifications & Experience of Key Personnel

- 1. Identify and list the qualifications and experience of the key people who will be responsible for performing the work under the resulting contract.
- Discuss key personnel and their perspective and experience on partnering, quality control, project scheduling, claims, dispute resolution, changes in the Scope of Work, construction safety, value engineering, balancing workloads, and ways to reduce costs to the Owner.
- Provide project information for up to 5 key personnel expected to be assigned to this JOC where the Contractor provided construction services similar to those listed in Section 2 – Scope of Work.

### SECTION 4 - SUBMITTAL REQUIREMENTS

4.1 Submittal Information



### Solicitation Number: P19-0027

 Materials Management

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 9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.

 Peoria, Arizona

 9835 N. 6520

 Phone:

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 Fax:

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 773-7118

- Submit one (1) original and five (5) copies of your SOQ.
- SOQ's shall be on 8 ½ x 11" paper, text on one side only with the total page count not more than ten (10) pages.
- Adherence to the maximum page criterion is critical and each page with criteria information will be counted.
- Response should include the SOQ criteria, as outlined in Section 3.1.
- Font size should not be smaller than 10 point Times New Roman or Arial and page margins shall be ½" minimum

#### 4.2 Appendix

Appendix shall contain the following and will NOT count against the total page count:

- Cover page prepared on the company's letterhead, with the name and contact information of the firm's lead person for the SOQ, and <u>signed</u> by an individual authorized to sign on behalf of the company (1 page).
- Subcontractor Selection Plan (1 page).
- Provide a list of three (3) references from current clients or clients whom you have performed work within the past five (5) years.
- Scanned copies of the Arizona Registrar of Contractors License Identification Card(s). Multiple ID cards may be placed on the same page.
- Statement of bonding capacity from an A- or better Surety Company, including the maximum amount for a single project and aggregate project amount.
- Provide a statement identifying any contract or subcontract held by the Contractor or officers of the company, which has been terminated within the last five (5) years for cause.
- Identify any claims arising from a contract owner, which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcomes.
- **4.3 Pre-Submittal Meeting:** A pre-submittal meeting will be held at the following place and time:

ADDRESS: 9875 N. 85<sup>th</sup> Ave Peoria, Arizona 85345 Point of View Conference Room



Solicitation Number: P19-0027

 Materials Management

 Procurement

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 Peoria, Arizona

 85345-6560

 Phone:

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 773-7115

 Fax:

 (623)

 773-7118

DATE: September 24, 2018

TIME: 2:00 p.m., Arizona Time

All interested parties are urged to attend the pre-submittal Conference. Since the City staff will not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal meeting, it is strongly recommended that interested firms send a representative. The pre-submittal meeting is not mandatory.

### SECTION 5 - SELECTION PROCESS AND EVALUATION CRITERIA

#### 5.1 Evaluation Process

A Selection Panel will evaluate each Statement of Qualifications (SOQ) according to the evaluation criteria in order to determine a shortlist of 3-5 contractors for the interview phase of the selection process.

### 5.2 Evaluation Criteria

A. Statement of Qualifications

1. Method of Approach	450 points
2. Experience & Qualification	
3. Qualifications & Experience	e of Key Personnel 250 points
<ol><li>Conformance to SOQ</li></ol>	50 points
Interviews	
1. Presentation	500 points
<ol><li>Response to Questions</li></ol>	500 points

The shortlisted contractors may be invited to participate in interviews. The interview criteria alone will be used in determining order on a final list. However, the City reserves the right to select contractor(s) based on the SOQ submittals only and not to proceed to interviews.

At the conclusion of the selection process, each of the rated elements for each contractor will be evaluated to determine the best-qualified contractors.

#### 5.3 Critical Dates

B.

The following schedule has been prepared for this selection process:

Pre-Proposal Meeting	September 24, 2018
Submittals Due	October 9, 2018
Notification of Interviews	October 31, 2018
Interviews (shortlist only)	November 7, 2018



Solicitation Number: P19-0027

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Contractor Notification

November 8, 2018

Until the award and execution of the JOC contract, the City will only release the name of each company placed on the final list. All other information received by the City in response to the SOQ or contained in the proposals will be confidential to avoid disclosure of the contents that may be prejudicial to the competing offeror(s) during the selection process. The proposals of the selected offeror(s) will be open to the public inspection after the Contract(s) are awarded and the City has executed the contract(s) with the selected offeror(s).

#### SECTION 6 - GENERAL INFORMATION

#### 6.1 General Information

- <u>Instructions</u>: The City of Peoria shall not be held responsible for any oral instructions. Any changes to this SOQ shall be in the form of a published addendum.
- <u>Contact</u>: Contact with City of Peoria staff, elected or appointed officials, or selection committee members concerning this SOQ, at any time, in any venue, is strictly prohibited, except as described in section 6.3 below, and may be grounds for disqualification.
- <u>Costs:</u> The City of Peoria will not be responsible for any costs incurred by any contractor submitting an SOQ or responding to this notice. The City reserves the right to waive any irregularities in any submittal and to reject all submittals and readvertise or cancel the project in its entirety, at its sole discretion. The City reserves the right to request clarification or additional information.
- <u>Material:</u> All materials submitted in response to this solicitation become the property of the City, and may become a part of any resulting contract. Award or rejection of a proposal does not affect this right.
- <u>Compliance</u>: The selected contractor will be required to comply with the "Legal Arizona Workers Act."
- <u>Federal Funds</u>: The selected contractor will be required to comply with all associated Federal Compliance Regulations for any federally funded projects that may be done under this JOC contract.
- <u>Protest Policy & Procedures</u>: The City of Peoria Protest Policy and Procedures are contained within the City of Peoria Procurement Code, Chapter 2 – Administration, which is available online at <u>https://www.peoriaaz.gov/government/city-law/citycode</u>. The specific protest procedures are contained in the Materials Management "Procurement Guidelines" and can be accessed at https://www.peoriaaz.gov/government/departments/finance/materials-management.



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### 6.2 Questions

- All questions regarding this SOQ must be submitted in writing by emailing: Lisa Houg, Contract Officer - Lisa.Houg@peoriaaz.gov
- Inquiries within 48 hours preceding the due date & time will not be addressed.

October 9, 2018

Materials Management Procurement Peoria. Arizona 85345-6560 9875 N. 85th Ave., 2nd FI City of Peoria



RE: Job Order Contracting Services for Traffic Systems; Solicitation Number: P19-0027

Dear Members of the Selection Panel

The streetlight, traffic signal and ITS services on this project are critical for the reliability, safety, longevity, and enhancement of the communication and infrastructure for the City of Peoria. B&F Contracting's extensive experience with the proposed team for this project and the continuing professional relationship we have with the City of Peoria make us an ideal candidate for the Traffic Systems Job Order Contract (JOC) We are very interested in the opportunity to continue our partnering relationship with the City of Peoria on this JOC project. As a leader in the underground dry utility construction market, below are a few of B&F's unique qualifications.

171 for projects related to sewer lines, 8 projects related to gas, 26 projects related to water lines and 9 miscellaneous plant work projects. We understand the need Job Order Contracting Experience: B&F Contracting has completed multiple JOC projects consisting of 71 projects related to dry utilities and/or electrical, flexibility due to the fast-paced nature of the JOC contract and will work to successfully execute each Job Order for the City of Peoria. Experience Working with City of Peoria: B&F has a long working relationship with the City of Peoria, including our Wet Utility Pipeline Projects JOC with over 30 job orders. Over the past 5 years, B&F has completed more than 40 job orders on the Traffic Signal / Street Light JOC, within these projects, we have completed all 40+ on time and under budget. While B&F has worked alongside the City on projects from Small A poles to new intersections, we have kept an open line communication and trust. We will continue to keep the City of Peoria and your citizens in mind on every project collaboration: Partnering is a simple, yet critical element to any project or Job Order Contract. Our company's ultimate goal on this JOC is to promote our long-term relationship with the City of Peoria, further improving the efficiency, communication and performance of each Job Order. Our key team members will strive to provide exceptional project management services resulting in successful, high quality projects.

Please contact me should you have any questions or need additional information.

twee Marine Falls Bruce W. Balls Sincerely,

(623) 582-1170 (Office) B&F Contracting, Inc. (623) 764-7585 (Cell) bruceb@bfcontracting.com

Office 623-582-1170 • Fax 623-582-3761 • www.bfcontracting.com B&F Contracting • 11011 N 23rd Ave • Phoenix, AZ 85029 ROC089744 • ROC111282

# A. method of approach to performing the required services

CONTACTOR IN

Contracting, Inc. (B&F) is a privately have successfully managed and completed traffic signals, telecommunications, fiber optic installation, water, sewer, storm drain, and traffic specializing in the installation of underground pipeline rehabilitation. Our team members sewer rehabilitation, and related scopes of work due to our ability to work cooperatively company utilities including: dry utilities, street lights, signals, dry utilities, waterlines, sewer lines, encompassing owned and operated Arizona with the owner and design team. numerous projects B&F

The B&F team has varied experience in all types of streetlight, traffic signal, traffic intersection modifications and fiber optic and communication installation. This experience varies from full new street signalization and installation to modifications and updates to existing signalization, and fiber to coaxial communication cables in a multitude of construction situations and locations.

# 1. JOC Advantages & Disadvantages

As a JOC contractor, we understand there are pros and cons within the JOC contract. We want to save the City of Peoria time and money and accommodate the timeline that the city needs. Working beside the City of Peoria for the past five years, we have been able to work through budgets, schedule and long lead items to accomplish numerous successful projects. B&F understands there will be small projects as well as projects that need to be completed quickly. As a team player, B&F wants to help the City of Peoria continue its success in the coming years.

### ADVANTAGES

- GMP: This transparency builds trust
  - Cost savings upfront on design
     Team able and willing to change
- No change orders

### CADIVANTA OFC

### DISADVANTAGES

- Not always the lowest cost but "best value"
- Long lead time on materials

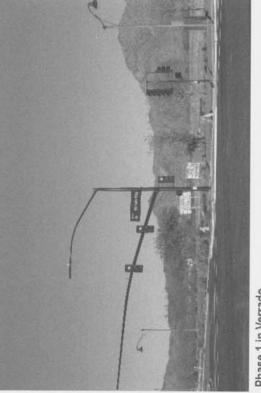


Cabinet and meter pedestal at 91st Ave and Union Hills

## 2. Successful Processes

B&F will have an obligation to the City of Peoria to work diligently as a team that enables each Job Order to be on time, below budget, and constructed to the highest quality and safety standards. We also understand that constructability, value engineering, and accurate cost models will be key components of each Job Order, and managing those correctly will directly result in success.

The proposed project management team offers 130 years of experience working with public agencies and an intimate knowledge of the planning, safety, and execution needs for each Job Order. B&F Project Manager, Jayson Vanvolkinburg will oversee all planning and construction activities and will be the primary point of contact for the City of Peoria staff on individual Job Orders. Oversight of daily field operations including subcontractor management will be performed by our superintendents.



Phase 1 in Verrado

Over 200 Traffic Signal and Street Light Projects Performed With Multiple Crews



Given our extensive experience, we understand that the JOC process may be a short task or a more involved construction scope of work. Involving the appropriate City of Peoria departmental personnel, as the scope dictates, is dependent upon the critical path for construction.

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ices	manner B&F es early on the proj local res deadline for all in for all in for all in for all in to all in to all in to all in the proj dust cor by our si the subo	PROCESS	Refine Scope JOC Prepare Owner Review Proposal Proposal	Precon. Subcontractor Admin Project Kickoff Droioct		Turnover Close Out Continuous Improvement
erforming the required services	to generate cost reports for labor, equipment, and material as backup to our cost model and schedule of values. Throughout the years, we have encountered the hidden conditions common in the traffic signal industry, estimating and including the cost for these unknowns in the original cost estimate. Conceptual estimates will be initially performed based on the preliminary jobsite information provided by the City. <b>Planning:</b> B&F understands that a successful project starts with a solid plan. Without an efficient and effective structure in place, a project will be less successful and more likely to fail. This is why our key members start each project with a specific and unique plan to meet the goals of that project in a timely	FIGURE 1: B&F'S JOC MANAGEMENT PROCESS	Contract Job Malk	Encumber Funds Notice to Proceed Pre-		
A. method of approach to performing	We have experienced personnel and multiple crews to address and complete multiple JOCs issued simultaneously. Construction schedules for each scope issued must be met, scope of work completed successfully and cost control maintained for each JOC to be considered successfully completed (see Figure 1: B&F's JOC Management Process Graphic). B&F understands how critical it is to think outside the box when it comes to maintaining a construction schedule. For example, in a knock-down situation, finding a new location for the foundation with all existing utilities. B&F has helped a municipality by vacuuming around the existing foundation and removing it. In this instance, there was no need for a longer mast arm and/or push button poles.	3. Software Systems	Our approach for managing this JOC is directly related to the proactive management style of the key personnel and their ability to work cohesively as a team. The team members will work closely	with the City of Peoria to obtain and coordinate all right-of-way (ROW) and traffic control permits.	SYSTEMS USED Our key team members have collaborated on numerous projects implementing the B&F systems listed below, resulting in over 200 successful traffic signal installation projects for the City of Peoria and other municipal agencies throughout Arizona.	<b>Estimating:</b> B&F uses the <i>Bid2Win</i> program for all our JOC, CMAR, and DBB projects. Our team also has access to <i>Plan Swift, Bluebeam</i> , and <i>AGTEK</i> for our cost estimating. We are well-versed in using these estimating systems





Vanvolkinburg, will be in close contact with all subcontractors, vendors, and suppliers throughout the preconstruction and construction phases. Javson

# 4. Subcontractor Selection Plan

outline identifies our plan to implement these B&F has reviewed the City of Peoria's general subcontractor selection plan and the following requirements for this project

partnering with qualified subcontractors. B&F the bulk of work required in this JOC, we do recognize the importance of selecting and will prequalify subcontractors based on the While B&F is fully capable of self-performing following criteria:

- successfully projects and scopes of work in the past? Has the subcontractor comparable completed
  - Has the subcontractor provided similar services to other municipalities?
- Was the project completed on time and within the budget?
- the necessary bonding and insurance to obtain the subcontractor able requirements for the project? S
  - Do they have the ability to meet and/or exceed the proposed schedule?
- Is their price competitive within the marketplace?
- Does their product and/or qualifications meet the project performance criteria and specifications?

See our full Subcontractor Selection Plan in the Appendix section.

## 5. B&F Self-Performance

B&F's intent would be to self-perform 90% of each job order, and about 90% to 95% of the total work were under this contract. It is with these percentages that allows B&F to control cost, schedule and still provide the City of Peoria with the quality product they deserve.

# 6. Project Budget & Schedule

fits the City of Peoria's expectations. We B&F works with the City's project managers best approach for the project. Our GMP B&F will discuss any items in the schedule that could affect the budget. B&F and the to identify the specific scope of work that will ask the questions, we walk the projects, coordinate as a team, and will propose our submission is completely transparent and City will work as a team to complete another successful project



Solar panel for monument sign at Vistancia



and purchasing power that will be passed enables us to acquire competitive pricing .000 subcontractors and suppliers. Thi self-performing work since 1990, with B&F has been actively managing and on to the City of Peoria.

BENEFIT

# B. local experience & qualifications



## Description of Services

B&F strives to self-perform all street light / traffic signal related work including.

- Underground
- Foundations
- Signal poles and heads installation
- Over head and underground IMSA cable installation
- Video detection and loops
- EVP

overall success of the project. We work closely with some of the Valleys leaders in By self-performing these scopes of work and working with qualified subcontractors and vendors, B&F will create the greatest opportunity to control the schedule and the traffic control, concrete, signing and pavement markings, and fiber industries



Open cut across Deer Valley Road

# 2. Arizona Contractor Licenses

License No.	License Type	Status
R0C089744	A General Engineering Commercial	Held by Firm
R0C111282	B 04 General Engineering Residential	Held by Firm

### 3. Project Information

In the last five (5) years, B&F has completed numerous Job Orders for the City of Peoria including traffic signal work. From an A pole knock down (EVP)

project, to completing a new intersection and removing the old intersection at 91st Ave and Union Hills.

below ground and pole change outs due to accidents within a days' time. B&F has worked with the City of Peoria at 87th Ave and Deer Valley to accommodate Aldis video detection at several intersections, numerous rewires above and the high profile and timeline surrounding this project while completing it on B&F has also installed 10 new street lights along 83rd Ave west of Olive Ave, time and under budget

# PROJECT #1: 91ST AVE & UNION HILLS INTERSECTION



### Date: 2016

## Construction Cost: \$248,406.58

Description: Coordinating with the City of Peoria and APS, B&F built the new intersection and removal of the old after completion. In addition, the team dentified and worked around existing utilities and the existing system.

## SIMILAR SCOPES OF WORK

- Design work
- Utility locating
- Legal descriptions
  - Demo
- Cutting and milling,
  - Signal work,
- Electronic Gear
- - Concrete work Boring

- Traffic control
- - Landscaping
    - Survey

      - As-builts
- Material testing
  - Install ITS
    - Detection

# B. local experience & qualifications







# PROJECT #2: 83RD AVE & OLIVE STREET LIGHTS

### Date: 2017

## Construction Cost: \$83,674.17

**Description:** B&F installed 10 new street lights along 83rd Ave while working with another contractor in the same area to expedite the schedule. Coordination with the City of Peori and SRP irrigation occurred for the location of new foundations. The team completed potholing prior to ordering the material, allowing the City to change the mast arm length due to a conflict.

### Reference: Richard Costa

Richard Costa CIP Project Manager II, Development and Engineering Department City of Peoria (623) 773-7212 Richard.Costa@Peoriaaz.gov

## SIMILAR SCOPES OF WORK:

- Utility locating
   Street lights
- Traffic control
   Signal work
- PROJECT #3: 83RD AVE & THUNDERBIRD FYA

### Date: 2017 Construction Cost: \$54,043.90

**Description:** B&F completed the installation of a new cabinet and changing to G Heads, allowing for FYA. Night work was scheduled to accommodate the traffic volume and pre-planning allowed the City to perform inspections in the morning hours.

### Reference:

Richard Costa CIP Project Manager II, Development and Engineering Department City of Peoria (623) 773-7212 Richard.Costa@Peoriaaz.gov

## SIMILAR SCOPES OF WORK:

- Traffic control
- Signal work

# B. local experience & qualifications







### Date: 2016

Construction Cost: \$141,920.92

Description: B&F completed the installation of new video detection while working with the City of Peoria to make sure communication to TMC was achieved and with Aldis to find the proper location for video detection.

Reference:

Geoffrey Zinnecker P.E., Civil Engineer geoffrey.zinnecker@peoriaaz.gov Direct: (623) 773-7293 (623) 773-7212 Office:

## SIMILAR SCOPES OF WORK:

Signal work

Detection



# PROJECT #5: 87TH AVE AND DEER VALLEY

### Date: 2018

Construction Cost: \$318,923.23

Description: The completion of a new intersection, working closely with the City of Peoria, Engineers and APS. B&F completed the project on time and under the City's budget.

## SIMILAR SCOPES OF WORK:

Design work

Traffic control Landscaping

- Utility locating
- Legal descriptions
  - Demo
- Cutting and milling,
- Signal work,
- Electronic Gear

Signs and striping

Detection

Material testing

As-builts Survey

Install ITS

- Boring

- Concrete work

0



# Key Personnel Qualifications & Experience

on over 150 successful job order contracts for various Arizona municipalities totaling over \$100 million in revenue. The project management team proposed by B&F B&F's proposed key team members have over 130 years of combined experience delivering traffic signal projects to the civil construction industry and have collaborated offers many years of experience working with the City of Peoria and intimate knowledge of the planning, safety and execution needs for each Job Order



50+ City of Peoria JOCs IMSA seminars 18 years in the industry 100+ JOC projects

## JAYSON VANVOLKINBURG

### **PROJECT MANAGER** 7 Years with B&F

construction portion of the industry for the last 18 years has given him extensive knowledge on these types of projects and excellent Jayson has been B&F's Project Manager for all dry utility contracting scopes of work. Working in the earthwork and underground utility project management skills. Jayson has been managing the dry utility job order contracts for B&F since joining the firm. This has led to successful, ongoing JOCs that are consistently renewed. Specifically, the success with the City of Peoria JOC has led to the Town of Paradise Valley interviewing B&F for similar work

Grande, Kingman, and Tempe. He builds relationships with each city involved and strives to meet their needs and exceed the standards Utilizing the cooperative language from the City of Peoria to initiate the new JOC design, B&F was able to install 12 new intersections within the Town of Paradise Valley. Jayson's managerial style and skills have led to the award of three other JOCs for the cities of Casa of each governing municipality



14 years in the industry 25+ City of Peoria JOCs IMSA Level II IMSA Signal inspector MSA roadway lighting 50+ JOC projects

### **PROJECT SUPERINTENDENT** GABE SOTO 4 Years with B&F

field related activities ight / traffic signal experience including the past 3 JOC. Gabe understands what is required to build traffic signal projects and has the experience to safety, quality control, and allocation of crew and He brings extensive street years managing crews on the Peoria Traffic Signal subcontractors. work, successfully complete the project 3 self-performed Gabe will coordinate equipment resources. including



18 years in the industry 50+ JOC projects 30+ City of Peoria JOCs IMSA roadway lighting **IMSA Level II** 

### **BRANDON PANGLE** FOREMAN

11 Years with B&F

With Brandon's expertise and leadership abilities an important role in B&F's success in the traffic signal, streetlight, and underground utilities him to successfully complete any project that he is in his trade and by completing all his assigned tasks on time and within budget, he has played Brandon's extensive knowledge and skill with traffic signals and electrical utilities qualify assigned in a timely manner. division.





### 2 Years with B&F

and traffic control. As an IMSA Level II Tech, he brings experience. He will manage all foreman related gaining more skills and qualifications with every managing subcontractors, assuring safety, quality, Erik started as a labor working his way up to foreman, activities in the field, including self-performed work, extensive traffic signal and streetlight experience.



### JORGE MORENO 4 Years with B&F FOREMAN

his assigned tasks on time and within budget, he plays Jorge brings 18 years of experience to our traffic signal and street light division. He manages B&F's crews and subcontractors onsite. With Jorge's expertise and an important role in B&F's successful traffic signal and leadership abilities in the trade, and by completing all street light division.

### BENEFIT

12 years in the industry 30+ JOC projects 15+ City of Peoria JOCs

**IMSA Level II** 

B&F is structured to succeed with JOC contracts with multiple crews readily available. These multiple crews are able to respond quickly and efficiently. The proposed team for this JOC has scored a 99.7% on past performance evaluation forms from three different municipalities. Our team members are committed to achieving your goals

# 2. Key Personnel & Perspective

Our company's ultimate goal on this project is to promote our long-term relationship with the City, by improving the efficiency, communication, and performance on the has partnering experience with several municipalities including Peoria, Paradise projects. Lead Project Manager, Jayson Vanvolkinburg, will conduct and lead all collaboration efforts with Peoria staff, subcontractors, and project stakeholders at the start of each project. Our key team members will strive to provide exceptional project management services resulting in a successful, high quality project. B&F Valley, Tempe, Scottsdale, Gilbert, and Mesa, working in collaboration with their city constructability reviews, evaluate value engineering ideas, and to provide industry staff, design engineers, and other stakeholders to review project scopes, conduct knowledge and contractor experience

### QUALITY CONTROL

completed per the required specifications. To ensure these quality control principles is responsible for ensuring sections and testing are scheduled in advance and B&F is able to deliver high-quality projects due to the proactive and hands-on management style of our proposed team members. Our lead superintendent are met, B&F will develop a Quality Control Management Plan during the design phase of this project

### PROJECT SCHEDULING

B&F understands the need for timely completion. We also understand that most individual job orders do not have a long duration. B&F has always kept an This allows the City to determine if we need to rearrange project sections to fit within scheduling conflicts. B&F's goal is to do whatever is needed in order for overall project schedule and sends it via email to the owners every two weeks. the City to reach their goals.



on will help eliminate potential cost and B&F's ability to recognize changes early schedule impacts to each Job Order,



## CLAIMS & DISPUTE RESOLUTION

is well-known throughout the Valley for being team The difference of opinion and scope of work changes may occur in the field the course of the project. It is B&F's intent to resolve any problems in the field before they become larger issues. A key component to dispute resolution is to identify the changes and/or revisions as early as possible and work expeditiously to minimize the oriented and cooperative with City staff. management overall impact OVEL B&F

On the rare occasion that a dispute is not settled in the field, Lead Project Manager Jayson Vanvolkinburg would request a meeting with the City staff and design engineer for discussion. If a solution cannot be worked out at this level, then we may request a meeting between Bruce Balls and the City of Peoria. It should be noted that it is our policy to avoid letting disputes proceed to this level. As a result, B&F has never had a dispute escalate into a claim.

## CHANGES IN SCOPE OF WORK

B&F recognizes that change is part of every project, and our key personnel have the experience and ability to adapt to the changes over the course of a project. Our experience in the dry and wet utility market provides us with the insight to recognize potential changes early on and incorporate these costs into our GMP. Our team will identify potential changes early on and communicate this to City staff. All changes will be tracked and managed

using an Adjustment Log that identifies, evaluates, and tracks all changes in during the construction phase.

### CONSTRUCTION SAFETY

B&F's in-house safety director provides all of our certifications and training classes, prepares site specific safety plans, regularly conducts job site visits and assures job site safety compliance. Due to the scope of work outlined in this JOC, the traffic signal work will be performed in City of Peoria ROW, requiring strict traffic control procedures.



New intersection at Verrado Way & McDowell Rd

B&F will work closely with the Street Transportation Department to ensure our traffic control plans are approved with minimal restrictions to Peoria businesses and residents. We will require all of our employees to attend weekly and yearly safety meetings and certification classes. B&F certifies all of their field crew personnel in trench/shoring/ excavation safety, PPE, and confined space awareness. All field management personnel are required to attend the OSHA 10-hour safety course. Our

management team will prepare a job-risk analysis for each specific activity and ultimately develop a site specific safety plan. We also require our subcontractors to complete a daily Task Hazard Analysis form for each of their scope activities.

### VALUE ENGINEERING

B&F has extensive experience identifying, developing, and recommending alternative designs. By working effectively as a project partner with municipal and private sector clients, we have been helpful in reducing budgetary costs and construction time.

Our approach to identifying, developing, and recommending alternative designs begins with our first meeting with project stake holders to assess project goals. From this point forward, we work as a project partner to the project owner and engineer, meeting regularly for collaborative design review. The identification, development and recommendation of alternate designs and value engineering options is an ongoing process facilitated by these meetings.

## **BALANCING WORKLOADS**

Balancing our work load is always challenging and is a very important part of our commitment to our Owners. B&F has three crews that we are willing to dedicate to the Peoria JOC. And if the work load is such we have an additional 50 field personnel that support other dry utility projects that we could draw from. We are prepared to handle any size of project that needs to be completed, and we are willing to help in any way.

# WAYS TO REDUCE COSTS TO OWNER

The JOC is a partnership between the City of Peoria and the contractor. By having this relationship, a project can succeed without any plans, which saves time and money for the City. Additionally, we can have a change of scope meeting mid-project in the event of there are changes in design or unforeseen conflict. B&F has never had a contractor-driven change order on this signal JOC.

### BENEFIT

Our proposed team has been actively involved in over 200 traffic signal and street light projects successfully delivered under JOC, CMAR, and General Contracting for multiple municipalities throughout Arizona since 2004. We are able to complete these successfully by utilizing our multiple crews and great communication.



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TELE	TRAFFIC LOOPS	-									=											
DJEC	NOITALLATION					-			-	-				-					-			
KEY PROJECT ELEMENTS	TRENCHING	-				-		-		-		-	-	-	-	-	-	-		-	-	-
KE	TREETLIGHT INSTALLATION		=					-									=	-				
	TRAFFIC SIGNAL FOUNDATIONS	-														-	-	-			=	
	TRAFFIC SIGNALS		-		-	-				-				-			-	-			=	
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	B&F ROLE	GC		GC	GC	GC	GC	GC	GC	GC	GC	SUB	GC	GC	SUB	GC	SUB	SUB	SUB	SUB	GC	GC
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(EY P	GABE SOTO			•		-		н						-				-				
x	JAYSON VANVOLKINBURG		-	•		=				н	•			•			-	•				
	OWNER / PROJECT NAME	City of Peoria 91st Ave and Union Hills	City of Peoria 83rd Ave and Olive Street Lights	City of Peoria 83rd Ave and Thunderbird FYA	City of Peoria Aldis Video Detection	City of Peoria Streetlights & Traffic Systems	Town of Paradise Valley Traffic Signal	City of Tempe Traffic Signal Foundations	City of Mesa Public Safety Fiber Network, ITS Expansion	City of Peoria 87th Avenue and Lake Pleasant Parkway	City of Peoria Aldis Video Detection	City of Mesa Frys #686	City of Peoria Bell Road Improvements	City of Peoria 91st Avenue and Lake Pleasant Parkway	City of Mesa Albany Village	City of Casa Grande Florence Boulevard and Camion Mercado	Town of Queen Creek Ocotillo Road and Meridian Road	City of Buckeye Verrado	Town of Queen Creek Ocotillo Road and Signal Butte	City of Goodyear 143rd Avenue and Van Buren	City of Tempe Rural and Broadway	City of Peoria 83rd Avenue and Paradise Lane
	YEAR	2017	2016	2017	2016	2014 - Present	2014	2016 - Present	2016	2016	2016	2016	2016	2016	2016	2016	2016	2015	2015	2015	2015	2015

# appendix. subcontractor selection plan

B&F has reviewed the City of Peoria's general subcontractor selection plan and the following outline identifies our plan to implement these requirements for this project.

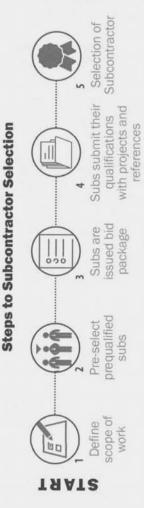
Subcontractor scopes of work will be procured by qualification and bid per the following process.

- DEFINE: Clear and concise scopes of work will be assembled covering all scopes of work without overlap or scope gap. This ensures proper trade coverage, without incurring additional cost. These packages will also be grouped such that the subcontractors will not be forced to bid on work that they normally do not perform.
- PREQUALIFICATION: Subcontractors will be contacted to determine their interest in the scopes of work.
- ISSUE: Each subcontractor will be issued a bid package containing the scope of work to be bid upon, form of contract, proposed contract schedule, bid form, bid deadline, bid delivery option and all other necessary information to submit a qualified bid for the work.
- SUBMITTAL: B&F will request a statement of qualifications including three references and three similar projects within the past three years as basis for consideration.
- 5. SELECTION: The firms that best meet the project requirements will be selected.

This subcontractor selection plan will help contract qualified firms to ensure this project is completed to all specifications and scheduled timelines. When

evaluating on price and qualification, B&F will follow a standardized set of criteria that ensures the pricing for the work will be provided through a fair, competitive process, obtaining the "best value" for the City of Peoria. The following chart displays how their proposals will be evaluated on cost and qualifications.

	Subcontractor Weighted Scoring Evaluation	
1.	Firm & Personnel Qualifications	20%
2.	Project Understanding & Scope of Services	10%
ć	Cost Proposal	40%



HSINI

## appendix. references

### **REFERENCE NO. 1**

Geoffrey Zinnecker P.E. Civil Engineer City of Peoria Development and Engineering Department Direct: (623) 773-7293 Office: (623) 773-7212 Office: (623) 773-7212

### **REFERENCE NO. 2**

Isaac A. Chavira Transportation Maintenance Manager City of Tempe Office: (480) 350-8349 Cell: (480) 250-5185 isaac\_chavira@tempe.gov

### **REFERENCE NO. 3**

Jeremy T. Knapp, AICP Engineering Services Analyst Town of Paradise Valley Office: (480) 348-3622 Cell: (602) 505-3992 Cell: (602) 505-3992 jknapp@paradisevalleyaz.gov





STATE OF ARIZONA STATE OF ARIZONA Office of the License No. ROCOSPILI License NO. ROCOSP	the the	in my office, City of Phoenix, this 6TH day of MAY, 1991.
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# appendix. statement of bonding capacity





10/01/2018

Re: Bonding Assurance: B&F Contracting, inc 11011 N 23rd Phoenix, AZ 85029

Re: Peoria Traffic Signals

To whom it may concern:

B&F Contracting is a valued bonding client of our agency. They have earned an excellent reputation both for the quality of its work as well as completing its projects in a timely manner. It also has a seasoned and capable management team, known for their integrity in their contracting endeavors.

B&F Contracting has handled all their projects in an excellent manner, with no bond claims.

B&F Contracting has a single limit of \$40,000,000.00 and an aggregate of \$65,000,000.00.

B&F Contracting is bonded by Employers Mutual Casuality Company, licensed to do transact surety business in all 50 states and is a U.S. Treasury "A" rated Surety Company by A.M. Best. This letter is not to be construed as an agreement to provide surety bonds for the any particular project, but is to offer as an indication of our past experience and confidence in this firm. Their bonding company, Employers Mutual, will consider issuance of final payment and performance bonds within the parameters mentioned heretofore. However, it reserves its right to modify its plans upon the review of the terms and conditions of any contract and founds, winy underwriting information the surety deems pertinent and project financing.

Again, we highly recommend B&F Contracting to you as an excellent prospective contractor. Should you have any questions, do not hesitate to contact our office.

Taylor J Wilstead Sincerly

Taylor J Wilstead Attorney-in-Fact Bonding Solutions, LLC

BONDING SOUTIONS, LLC 2006 E BIOWIN IOAD, STE 3 MEDA AZ 82113 PHORE: N33 835 6745 FAX: H401 886 -7960 ALLSJEETYBORDS, COM

# appendix. terminated contracts/claims/litigation



No contracts or subcontracts of B&F Contracting, or contract held by the officers of the firm have ever been terminated.

B&F Contracting has never had any claims which resulted in litigation or arbitration in the last five years.

### ATTACHMENT C

### JOC Cost Proposal Forms (Pricing Matrix & Project Cost Sheet)

(See Attached)

### City of Peoria JOC Pricing Matrix







	\$1.00 to	\$100,001.00 to	\$250,001 to	\$500,001 to	\$1,000,001 to	over
Indirect Cost of the Work	\$100,000	\$250,000	\$500,000	\$1,000,000	\$2,000,000	\$2,000,000
Overhead	7.00%	2.00%	6.00%	6.00%	6.00%	5.50%
Profit	6.00%	6.00%	6.00%	6.00%	5.50%	5.00%
Payment & Performance Bonds	1.50%	1.50%	1.50%	1.50%	1.45%	1.00%
Insurance	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Tax (65% of .081)	5.265%	5.265%	5.265%	5.265%	5.265%	5.265%
Total Indirect Cost %	20.76500%	20.76500%	19.76500%	19.76500%	19.21500%	17.76500%

City Of Peoria - Traffic Systems EXHIBIT 1.A GMP SUMMARY SHEET CITY OF PEORIA PROJECT NO. P19-0027B JOB ORDER CONTRACT | B&F PROJECT NO.



B&F CONTRACTING, INC. 11011 N. 23rd Avenue Phoenix, AZ 85029 Office: (623) 582-1170 / Fax: (623) 582-3761

ROC-089744

Proje	ct Number:	P19-0027B	Date:	
	ct Name:			
112-3				
CONS	TRUCTION SERVICES			AMOUNT
DIREC	T COSTS			
A.	Cost of Construction (Labor	, Materials, Equipment, Warranty)		\$0.00
B.	Contractors Contingency			\$0.00
	C.	SUBT	OTAL DIRECT COSTS	\$0.00
INDIRE	ECT COSTS		CALCULATED RATE	
D.	General Conditions (Excludi	ng Bonds and Insurance)		\$0.00
E.	Payment and Performance	Bond	1.50%	\$0.00
F.	Insurance (General Liability	& Owner's Liability)	1.00%	\$0.00
	G.	SUBTOTAL GENERAL CONDITIONS COSTS		\$0.00
	H.	SUBTOTAL DIRECT A	ND INDIRECT COSTS	\$0.00
۱.	Construction Fee (G&A % &	Profit %) Determind by pricing Matrix		\$0.00
	J.	SUBTOTAL DIRECT AND INDIRECT CO	STS (INCLUDING FEE)	\$0.00
		К.		
		L. GMP (Minus Owner's Con	tingency)	\$0.00
		M. Owner's Contingency		\$10,000.00
		N. Total GMP		\$10,000.00
		O. Total Prior Proposal		\$0.00
		P. Total Change Orders		\$0.00
		Q. Sales Tax (5.265%) = 65%	% * 8.05%	\$695.50
		R.		\$0.00
		S		\$10,695.50

## **City Of Peoria - Traffic Systems EXHIBIT 1.B SCHEDULE OF VALUES** CITY OF PEORIA PROJECT NO. P19-0027B



JOB ORDER CONTRACT | B&F PROJECT NO.

The documents behind this S.O.V. are the bid work-up pages detailing the labor/equipment and materials cost assigned to each line item. NOTE:

B&F CONTRACTING, INC. 11011 N. 23rd Avenue Phoenix, AZ 85029 Office: (623) 582-1170 / Fax: (623) 582-3761			SP - Self-Per	formed; S - S	ubcontract	
B&F GMP ITEM NO.	ITEM DESCRIPTION	UM	NOTES	GMP QTY	GMP UNIT COST	Total Price
	GENERAL REQUIREMENTS					
01	MOBILIZATION	LS	SP			\$ -
02	TRAFFIC CONTROL (ALLOWANCE)	DAYS	S			\$ -
03	OFF DUTY POLICE OFFICER (ALLOWANCE)	HR	S			\$ -
04	ENGINEERING / TESTING (ALLOWANCE)	LS	5			\$ -
05	PERMITS FEES (ALLOWANCE)	LS	S			5 -
06	MISCELLANEOUS / OTHER	LS	SP/S			\$ -

01	PAY ITEMS PER BREAKDOWN OF BID ITEM'S	EA	SP		\$	
02		EA	SP		s	
03	the second se	LS	SP		\$	
04		لا	SP		5	
05		LS	SP		\$	
06		LS	SP		s	
07		LS	SP		\$	
08		LS	SP		\$	
09		LS	SP		s	
10		LS	SP		\$	
11		LS	SP		\$	
12		LS	SP		\$	
13		LS	SP		\$	
14		LS	SP		\$	
15		LS	SP		\$	
16		LS	SP/S		\$	
17		LS	SP/S		\$	
18		LS	S		\$	
19		LS	S		\$	
						_
				SUBTOTAL		

SUBTOTAL LESS OWNER'S CONTINGENCY \$

SUBTOTAL WITH OWNER'S CONTINGENCY \$

EXHIBIT 1.C LABOR	Of Peoria - Tr R/MATERIAL/ DF PEORIA PROJEC	EQUIPM	IENT BR	EAKD	ow	'N	P	).F
JOB OR	DER CONTRACT	B&F PROJE	CT NO.			-		Intra Trene
3&F CONTRACTING, INC. 11011 N. 23rd Avenue						Date:		
Phoenix, A2 85029								
Office: (623) 582-1170 / Fax: (623) 582-3761								
Item Description			Quantity	Unit	U	nit Price		Extension
1 PAY ITEM NAME								
, PATTER MARE								
LABOR		QTY	HRS/DAY			T PRICE		TOTAL
Foremen / IMSA Tech II		1		HR	\$	43.75	S	
Operator		1		HR	5	27.32	5	
Laborer		1		HR	\$	21,76	s	
aborer		1		HR	5	21.76 27.32	5	
Driver		3		HIK		21.32	9	
EQUIPMENT		QTY	HRS/DAY		UN	T PRICE		TOTAL
Forman's Truck (F450)		1		HR	\$	24.29	s	
Boom Aerial Lifts For Truck Mounting (31' -40')		1		HR	5	123.22	5	
Aerial truck (to 30')		1		HR	\$	35.88	\$	
Transport (45' Trailer)		1		HR	\$	96.94	\$	
Cat 416 Backhoe		1		HR	\$	41.63	\$	
/ac Trailer		1		HR	\$	48.62	5	
			Crev	v, Equipm	ent, D	aily Rate:	\$	
							-	
Cost or work Breakdown f	or Line Item Based on a	Production		Qty		Rate		Total
	PAY ITEM NAME	1	Day	1	5	cure -	\$	-
NATERIAL Per quotes			EA				\$	2
rer quotes			CY				s	
			EA				s	
			LS				ŝ	
			LS				s	-
		L	INE ITEM #	1	T	OTAL:	\$	
						LS	\$	1.0
				•••••		IT COST		
item Description			Quantity	Unit	U	nit Price		Extension
2								
LABOR		QTY	HRS/DAY			IT PRICE		TOTAL
Foremen / IMSA Tech II		1		HR	5	43.75	s	
Operator		1		HR	5	27.32	5	
Laborer		1		HR	5	21.76	\$	
Laborer		1		HR	s s	21.76	S S	
Driver		1		1914		21.32	9	*
QUIPMENT		QTY	HRS/DAY		UN	IT PRICE		TOTAL
Forman's Truck (F450)		1		HR	5	24.29	s	1000 E
Boom Aerial Lifts For Truck Mounting (31' -40')		4		HR	s	123.22	s	
Aerial truck (to 30')		1		HR	5	35.88	\$	
Cat 416 Backhoe		1		HR	\$	41.63	s	
				. Feet		mile Perto		
			Crev	, Equiph	rent, D	aily Rate:	-	
Cost or work Breakdown f	for Line Item Based on a					Data		Total
	0	Production 1	Unit Day	Qty 1	s	Rate	s	Total -
	0		54					
MATERIAL			EA				s	
			CY				5	
			EA				5	
			LS				\$	
			INE ITEM #	-		OTAL:	5	
			ANE HEMF	*		WINL:		
						15		4.0
						LS IT COST	\$	1.0

	EXHIBIT 1.D PROJ CITY OF PEOR	Dria - Traffic Syst ECT GENERAL C IA PROJECT NO. P19-0 NTRACT   B&F PROJE	01	NDITION 27B	IS		GMP
11011 N. 2 Phoenix, A	RACTING, INC. 3rd Avenue Z 85029 3) 582-1170 / Fax: (623) 582-3761				Date: Revision:		GWP
B&F GC's ITEM NO.	ITEM DESCRIPTION	QT	Y	Total % of Project	UNIT	UNIT COST	TOTAL COST
	GENERAL CONDITIONS						
					HR	L.C. 02.20	\$ -
01	PROJECT MANAGER PROJECT SUPERINTENDENT				HR	\$ 82.30 \$ 82.30	
02	JOB SITE RESTROOM		-		DAY	\$ 62.50	2
05			-		briti		
			_				
	TOTAL PROJECT GENERAL CONDITIONS		-				s -
01	PROJECT MANAGER	Labor	Rat	te includes labo	or burden, v	ehicle, computer, pho	one
02	PROJECT SUPERINTENDENT	Labor	Rat	te includes labo	or burden, v	ehicle, computer, pho	one
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City Of	Peoria - Traffic Systems				
Exhibit 1.E PROJECT DESCRIPTION / SCOPE OF WORK CITY OF PEORIA PROJECT NO. P19-0027B JOB ORDER CONTRACT   B&F PROJECT NO.					
B&F CONTRACTING, INC. 11011 N. 23rd Avenue Phoenix, AZ 85029 Office: (623) 582-1170 / Fax: (623) 582-3761	Date: Revision:				
Following is a brief description of the project for which the co	onstruction services specified in this proposal are to be performed:				
1.)					
Additional Items not included on the plans or specifications:					
1)					
2)					
Project Schedule & Critical Construction Dates:					
City Review & Approval Proposal					
Tentative Construction Notice to Proceed					
Tentative Project Substantial Completion					
Project Duration (for substantial completion)					
Time between Approval and NTP includes time for pre-construction	n meetings, traffic control permitting coordination and material procurement				
Time between NTP and Substantial Completion includes time for p	pre-construction meetings, traffic control permitting coordination and material				
procurement					

#### TRAFFIC CONTROL BREAKDOWN

JOC-U12, MA13000496

	D
Date	12/5/2018
Date B&F Job #:	

Job Order Number	P19-0027B					
Project Title	CITY OF PEORIA PROJECT NO. P19-0027B					
Project Location	0					

8&F CONTRACTING, INC. 11011 N. 23rd Avenue Phoenix, AZ 85029 Office: (623) 582-1170 / Fax: (623) 582-3761

SITE	Exhibit	Location	Schedule	Duration (days)	Takedo wn Time	Setup/Taked own Unit Cost	Device Daily	Setur Takedo Cos	own t	c	Device ost
1							Rate	\$		\$	9
								Labor		0000	mont

Labor Equipment \$ - \$ -

Total Traffic Control \$ 24,000.00

s - s -

Total for Variable Message Boards \$ -

N/A

		City Of Peoria - Ti						
	EXHIBIT 1.F - CLARIFICATIONS, ASSUMPTIONS, INCLUSIONS, EXCLUSIONS CITY OF PEORIA PROJECT NO. P19-0027B JOB ORDER CONTRACT   B&F PROJECT NO.							
B&F CONTRACTING, INC.								
11011 N. 23rd Avenue Phoenix, AZ 85029 Office: (623) 582-1170 / 1			DATE: Revision:					
EXCLUSIONS	ax. (023) 382-3701							
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### City Of Peoria - Traffic Systems EXHIBIT 1.H - SUBCONTRACTOR & SUPPLIER RECOMMENDATION CITY OF PEORIA PROJECT NO. P19-0027B



B&F CONTRACTING, INC. 11011 N. 23rd Avenue Phoenix, AZ 85029 Office: (623) 582-1170 / Fax: (623) 582-3761

Date: Revision:

 Scope of Work/Description
 Subcontractor/Supplier
 Amount
 Comments



## City Of Peoria - Traffic Systems EXHIBIT 1.G - LIST OF PROJECT DOCUMENTS CITY OF PEORIA PROJECT NO. P19-0027B

JOB ORDER CONTRACT | B&F PROJECT NO.

B&F CONTRACTING, INC. 11011 N. 23rd Avenue Phoenix, AZ 85029 Office: (623) 582-1170 / Fax: (623) 582-3761

Date: Revision:

NOTE: The GMP is based on the following Plans and Specifications:

## ATTACHMENT D

## Contractor's Contacts (Contact List & Authorized Signature Form)

(See Attached)



B&F CONTRACTING, INC.

November, 31 2018

## Contact List for Signal JOC P19-0027B

Name	Title	Email	Phone
Bruce Balls	Project Director	bruceb@bfcontracting.com	623-764-7586
Jayson			
Vanvolkinburg	Project Manager	jaysonv@bfcontracting.com	602-350-5578
Gabe Soto	Superintendent	gsoto@bfcontracting.com	602-332-1806
Bill Soper	Controller	bsoper@bfcontracting.com	623-582-1170
Denise Levreau	AR	ar@bfcontracting.com	623-582-1170

<u>Main Office Address</u>: 11011 N. 23<sup>rd</sup> Avenue Phoenix, AZ 85029 P: 623-582-1170 F: 623-582-3761

 B&F CONTRACTING, INC·
 | ROCO89744
 WWW·BFCONTRACTING·COM

 11011 North 23<sup>rd</sup> Avenue
 Phoenix, AZ 85029
 P: 623.582.1170
 F: 623.582.3761



B&F CONTRACTING, INC.

#### CERTIFICATION BY THE CONTRACTOR AUTHORIZING EMPLOYEES TO SIGN BINDING AGREEMENTS

City of Peoria Signal JOC P19-0027B

The following employees are duly authorized to sign binding agreements for and on behalf of the Corporation.

Name Contracts: Bruce W. Balls

Thomas F. Foley

Bill Soper

Notice to Proceed: Bruce W. Balls

Thomas F. Foley

Jayson Vanvolkinburg

Change Orders: Bruce W. Balls

Thomas F. Foley

Bill Soper

Jayson Vanvolkinburg

Signat

B&F Contracting. Signed By:

Bruce W. B DATE:

 B&F CONTRACTING, INC·
 | ROCO89744 |
 WWW·BFCONTRACTING·COM

 11011 North 23rd Avenue
 Phoenix, AZ 85029 |
 P: 623.582.1170 |
 F: 623.582.3761

#### LINKING AGREEMENT FOR COOPERATIVE PURCHASE

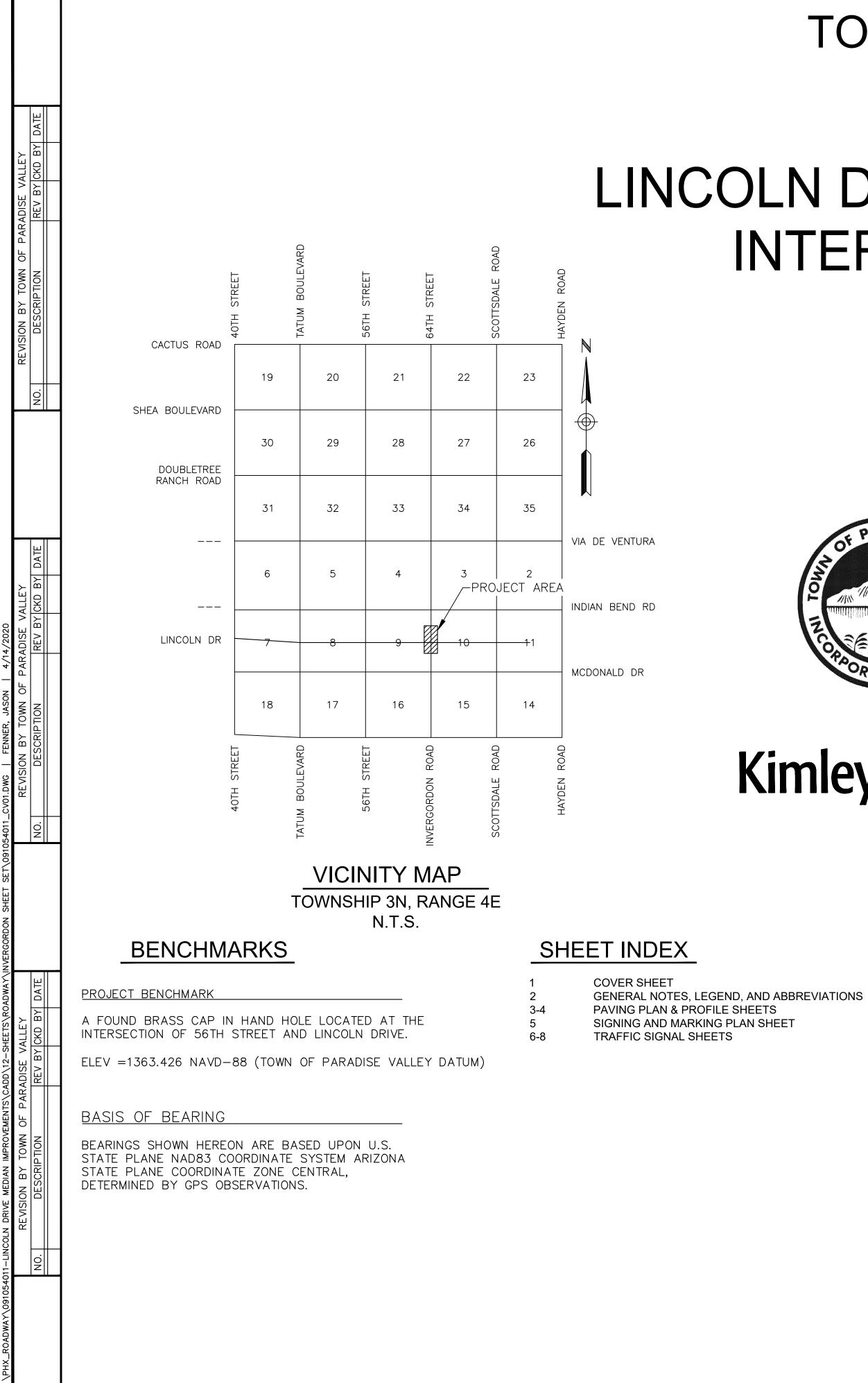
B&F CONTRACTING, INC. Lincoln Drive & Invergordon Realignment Project No. 2019-01

#### EXHIBIT B

SCOPE OF WORK AND PRICING Kimley Horn Improvement Plans Improvement (19-084-ENG 4/14/2020 Final Submittal) and Job Order Cost Proposal from B&F Contracting dated 4/22/2020

Linking Agreement CON-20-124-ENG (Form Rev. 4-24-20)

## KIMLEY HORN IMPROVEMENT PLANS IMPROVEMENT (19-084-ENG 4/14/2020 FINAL SUBMITTAL)



# TOWN OF PARADISE VALLEY **IMPROVEMENT PLANS** FOR LINCOLN DRIVE AND INVERGORDON ROAD **INTERSECTION IMPROVEMENTS**



# **Kimley**»Horn

## OWNER

CONTACT: PAUL MOOD TOWN OF PARADISE VALLEY 6401 E LINCOLN DR PARADISE VALLEY, AZ 85253 PH: 480-348-3573 EMAIL: PMOOD@PARADISEVALLEYAZ.GOV TOWN ENGINEER

## **RECORD DRAWING CERTIFICATION**

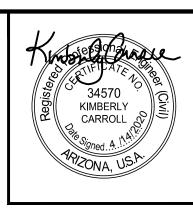
I HEREBY CERTIFY THAT THE "RECORD DRAWING" MEASUREMENTS AS SHOWN NOTED HEREON WERE MADE BY MYSELF OR UNDER MY SUPERVISION AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNATURE

## ENGINEER

CONTACT: KIMBERLY CARROLL, PE KIMLEY-HORN & ASSOCIATES, INC. 7740 N 16TH STREET, SUITE 300 PHOENIX, AZ 85020 PH: 602-906-1122 EMAIL: KIM.CARROLL@KIMLEY-HORN.COM

UTILITY & AGENCY CONTACT LIST									
AT&T	COMMUNICATIONS	LUKE JENSEN	480-707-8581						
APS	ELECTRIC	RON GANDARA	602-371-7546						
СОХ	COMMUNICATIONS	TRAVIS CURRY	623-328-3519						
CROWN CASTLE	COMMUNICATIONS	RICHARD ALGERIA	602-576-0951						
CENTURYLINK	COMMUNICATIONS	ANDY ANDRADE	480-768-4574						
EPCOR	WATER	LEE HUDDLESTON	480-882-4846						
SOUTHWEST GAS	GAS	SCOTT SUASO	480-730-3843						
ZAYO GROUP	COMMUNICATIONS	MATT BURKE	480-257-7714						



F.H.W.A. REGION	STATE	PROJE	NO.	TOTAL	AS-BUILT	
9	ARIZ	CON-19-	-084 ENG	1	8	
Kim	ley»	Horn	7740 N. 16TH ST SUITE 300, PHOENIX, AZ 85		FAX: 602-	602-944-5500 -944-7423 ey-horn.com

APPROVALS	

DATE

DATE

MAYOR	
	<u> </u>

JERRY BIEN-WILLNER

## **VICE MAYOR**

JULIE PACE

## **TOWN COUNCIL**

PAUL DEMBOW ANNA THOMASSON SCOTT MOORE **ELLEN ANDEEN** MARK STANTON

## **TOWN ENGINEER**

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PAUL MOOD, P.E.



## **COVER SHEET**

## TOWN OF PARADISE VALLEY

LINCOLN DRIVE AND INVERGORDON ROAD INTERSECTION IMPROVEMENTS

CON-19-084 ENG								
DR: DLR DATE: 4/20		DLR 4/2020		KAC 4/2020	NO.	TOTAL		
SCALE: N/A					1	8		

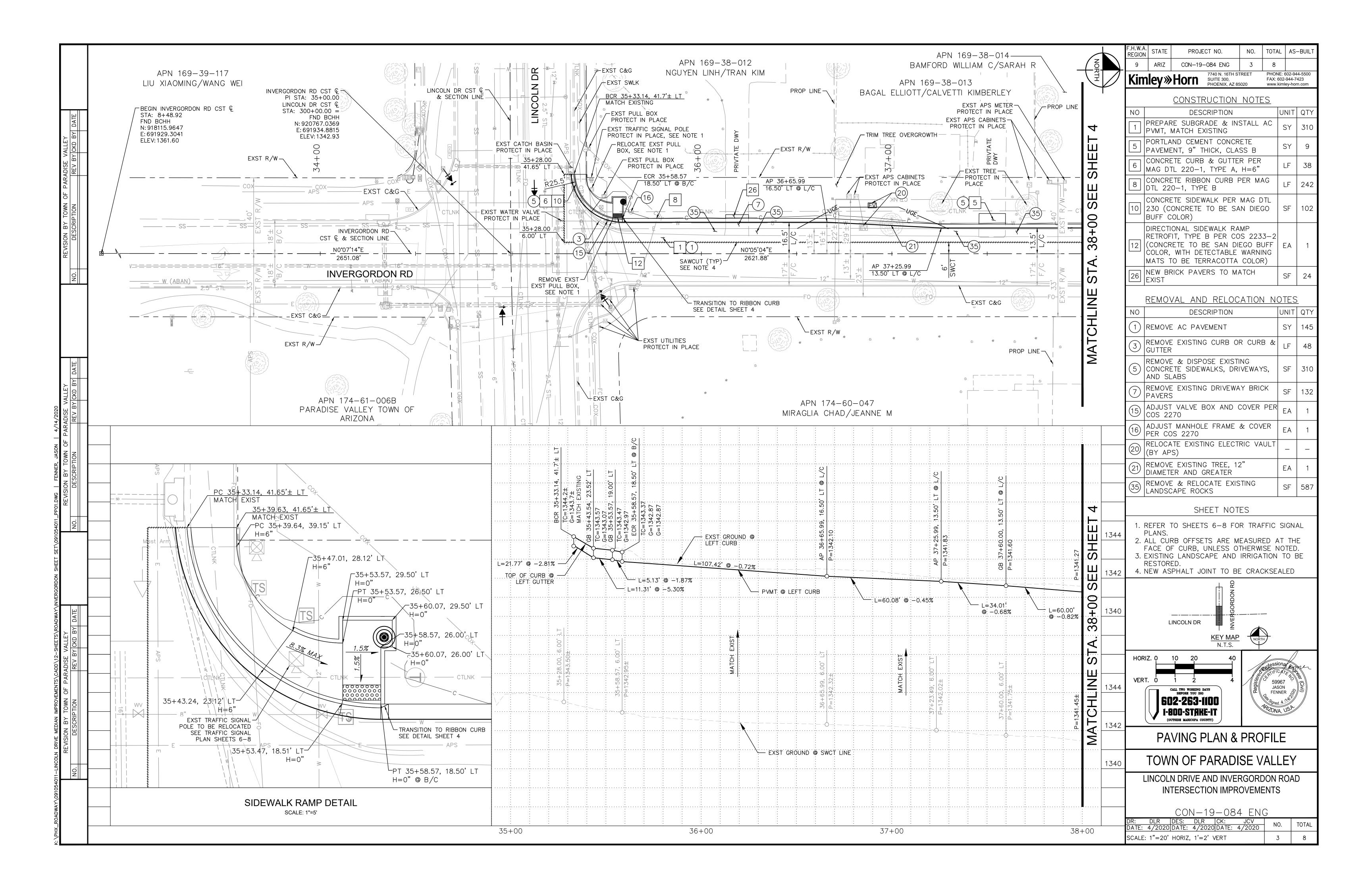
**GENERAL NOTES** 1. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH CONTRACT SPECIFICATIONS; PLANS; MAG STANDARD SP DETAILS; IN THAT ORDER OF PRECEDENCE, AT THE TIME OF CONSTRUCTION BID. 2. ALL CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF THE MARICOPA ASSOCIATION OF GOVERNMENTS' (MAG) STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION. 3. THE PLANS FOR THIS PROJECT HAVE BEEN REVIEWED FOR COMPLIANCE WITH TOWN REQUIREMENTS PRIOR TO ISSUANCE APPROVED SET OF PLANS AS WELL AS ALL PERMITS ISSUED MUST BE AVAILABLE ON THE JOB SITE AT ALL TIMES. DEV PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION. THE DESIGN IS APPROVED BY THE TOWN IN SCOPE BUT APPROVAL OF THESE PLANS IS FOR PERMIT PURPOSES ONLY, HOWEVER, SUCH REVIEW SHALL NOT PREVENT THE TOWN CORRECTION OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF ANY LAW OR ORDINANCE. CONSTRUCT THESE PLANS ARE NOT VERIFIED BY THE TOWN. 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PERMITS NECESSARY FOR SALVAGE OR DISPOSAL OF PROTECTED NATIVE ; | | | SHOWN ON THE LANDSCAPE PLANS. TREES AND SHRUBBERY IN THE RIGHT-OF-WAY THAT CONFLICT WITH PROPOSED IM SHALL BE REMOVED AS INDICATED ON THE LANDSCAPE PLANS. 5. PER THE MARICOPA COUNTY AIR POLLUTION CONTROL RULES AND REGULATIONS ON EARTH MOVING EQUIPMENT PERMITS, SHALL CAUSE OR PERMIT THE USE OF ANY POWER OF MECHANICAL EQUIPMENT FOR COMMERCIAL PURPOSES TO CLEAR, LEVEL LAND, INCLUDING BUT NOT LIMITED TO DEMOLITION, ROAD AND STREET CONSTRUCTION, TRENCHING, VEGETATION ENGAGE IN ANY OTHER EARTH MOVING ACTIVITIES WITHOUT FIRST OBTAINING A PERMIT FROM THE MARICOPA COUNTY EI SERVICES DEPARTMENT. THE CONTRACTOR WILL BE RESPONSIBLE FOR ACQUIRING THE PERMIT. 6. CONTRACTOR SHALL OBTAIN ANY AND ALL PERMITS AS REQUIRED BY THE TOWN OF PARADISE VALLEY, AT THE CONTRAC 7. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN A NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT WITH FEDERAL AND STATE REGULATIONS, INCLUDING NOTICE OF INTENT (NOI), NOTICE OF TERMINATION, AND STORM WAT PREVENTION PLAN (SWPPP). A COPY OF THE NOI AND SWPPP SHALL BE AVAILABLE ON THE JOB SITE AT ALL TIMES. 8. THE CONTRACTOR SHALL OBTAIN A FIRE HYDRANT METER FOR CONSTRUCTION FROM EPCOR WATER. CONTACT EPCOR WA ANY RELOCATION OF HYDRANT METERS. CONTRACTORS SHALL NOT RELOCATE HYDRANT METERS. 9. CONTRACTOR MUST PROVIDE TO THE TOWN THE LOCATION FOR WASTE MATERIAL AND A LETTER FROM OWNER GIVING PEI DUMPING PRIOR TO STARTING CONSTRUCTION. 10. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN (TCP) PER THE PHOENIX TRAFFIC BARRICADE MANUAL. BAR CONTINUALLY MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. a. IF ANY PART OF THE TCP FALLS WITHIN 300' OF A SIGNALIZED INTERSECTION, AN OFF-DUTY OFFICER WILL BE REQU CONTROL. b. A TCP SHALL BE SUBMITTED TO THE PUBLIC WORKS DEPARTMENT AND ACCEPTED A MINIMUM OF THREE WORKING DA PRIOR TO CONSTRUCTION. AN ACCEPTED TCP WILL BE STAMPED AND A COPY RETURNED TO THE CONTRACTOR. A CO ACCEPTED PLAN MUST REMAIN ON THE JOB SITE AT ALL TIMES. **PAVING GENERAL NOTES** 1. THE TOWN OF PARADISE VALLEY ENGINEERING DEPARTMENT SHALL BE NOTIFIED 24-HOURS PRIOR TO ANY CONSTRUCTION WORK BY TELEPHONE AT (480) 348-3572. ANY WORK CONCEALED WITHOUT INSPECTION SHALL BE SUBJECT TO REMOVA AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE. 2. WITHIN A PHASE OF THE WORK: a. OBSTRUCTIONS TO PROPOSED IMPROVEMENTS IN THE RIGHT-OF-WAY SHALL BE REMOVED OR RELOCATED BEFORE D BEGINNING CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. b. CONSTRUCTION OF SURFACE IMPROVEMENTS SHALL NOT BEGIN UNTIL CONFLICTING UNDERGROUND UTILITY CONSTRUCTION IS COMPLETED AND SERVICE CONNECTIONS TO ALL LOTS WITHIN THE PHASE OF WORK HAVE BEEN BY CKD ADEQUATELY RELOCATED. c. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO VERIFY THE PRESENCE AND LOCATION OF ALL EXISTING OVERHEAD AND/OR UNDERGROUND UTILITIES THAT MAY INTERFERE WITH THIS CONSTRUCTION, WHETHER OR NOT SA UTILITIES ARE SHOWN ON THE CONSTRUCTION PLANS FOR THIS PROJECT AND TO ADEQUATELY PROTECT AND REV MAINTAIN ANY SUCH UTILITIES. d. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ARRANGE FOR THE RELOCATION AND RELOCATION COST OF ALL UTILITIES, AND SUBMIT A UTILITY RELOCATION SCHEDULE PRIOR TO THE ISSUANCE OF NTP. e. RELOCATION OF WATER METERS SHALL BE DONE BY BERNEIL WATER AFTER PAYMENT OF PREVAILING FEES BY THE CONTRACTOR. f. RELOCATION OF EPCOR WATER FIRE HYDRANTS REQUIRES A SEPARATE PERMIT. N N 3. THE PROCEDURES AND METHODS USED TO SAMPLE, TEST MATERIALS, AND REPORT TEST RESULTS WILL BE DETERMINED THE ENGINEERING DEPARTMENT. FOR ALL PHASES OF CONSTRUCTION, THE TYPE, SCHEDULING, FREQUENCY AND LOCATIC OF ALL MATERIALS TESTING AND SAMPLING SHALL BE DETERMINED BY THE ENGINEERING DEPARTMENT. ALL TEST RESUL SHALL BE REPORTED DIRECTLY (IN WRITING) TO THE ENGINEERING DEPARTMENT. FOR EACH PHASE OF CONSTRUCTION, TEST RESULTS (IN WRITING) MUST BE RECEIVED FROM THE TESTING LABORATORY, PRIOR TO START OF THE NEXT PHASE OF CONSTRUCTION. 4. THE CONTRACTOR SHALL CONTACT BLUE STAKE (602) 263-1100 PRIOR TO CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN CURRENT BLUE STAKE MARKINGS THROUGHOUT CONSTRUCTION. 5. EXISTING OR NEWLY DAMAGED AND/OR DISPLACED CONCRETE CURB, GUTTER, SIDEWALK, OR DRIVEWAY SLAB THAT IS WITHIN THE RIGHT-OF-WAY SHALL BE REPAIRED OR REPLACED. AS NOTED BY TOWN INSPECTORS, BEFORE FINAL ACCEPTANCE OF THE WORK. 6. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND. DURING CONSTRUCTION OPERATIONS, HEAVY EQUIPMENT MAY CROSS EXISTING OR PROPOSED PIPE. IN THIS CASE, AN EARTH FILL SHOULD BE CONSTRUCTED TO AT LEAST THREE-FEET ABOVE PIPE. THE FILL MUST BE SUFFICIENT TO PREVENT THE LATERAL DISPLACEMENT OF THE PIPE. 7. THE ACTUAL POINT OF PAVEMENT MATCHING, TERMINATION AND/OR OVERLAY SHALL BE DETERMINED IN THE FIELD BY 1 TOWN OF PARADISE VALLEY PUBLIC WORKS DEPARTMENT INSPECTOR. 8. IN ALL AREAS WHERE NEW CONSTRUCTION OF CURB, GUTTER, SIDEWALKS, AND DRIVEWAYS IS REQUIRED, AND THE TESTI LABORATORY DETERMINES THE EXISTING GRADE TO CONSIST OF SOILS WITH SWELLING CHARACTERISTICS, THE MOISTURE CONTENT SHALL BE BROUGHT AS CLOSE AS POSSIBLE TO OPTIMUM REQUIRED FOR COMPACTION BY THE ADDITION OF WATER, BLENDING OF DRY SUITABLE MATERIAL OR BY DRYING OF EXISTING MATERIAL THE MATERIAL SHALL THEN BE COMPACTED TO MEET MAG STANDARD SPECIFICATIONS. 9. ALL FRAMES, COVERS, VALVE BOXES, AND MANHOLE COVERS SHALL BE ADJUSTED TO FINISH GRADE PRIOR TO COMPLETION OF PAVING OR RELATED CONSTRUCTION. 10. UNLESS OTHERWISE NOTED, PIPE TRENCHES SHALL BE BACKFILLED IN ACCORDANCE WITH MAG SPECIFICATIONS 11. ALL EXISTING DRIVEWAYS SHALL BE GRADED TO MATCH THE NEW WORK IN ACCORDANCE WITH COP STD. DETAIL P-1164 UNLESS OTHERWISE SPECIFIED. EXISTING SURFACING SHALL BE REMOVED AND REPLACED IN KIND AS NECESSARY. 12. ALL RAMPS MUST MEET 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN. 13. THIS PROJECT'S WORK HOURS ARE GOVERNED BY TOWN CODE SECTION 8-10-2. BY CKD |>|

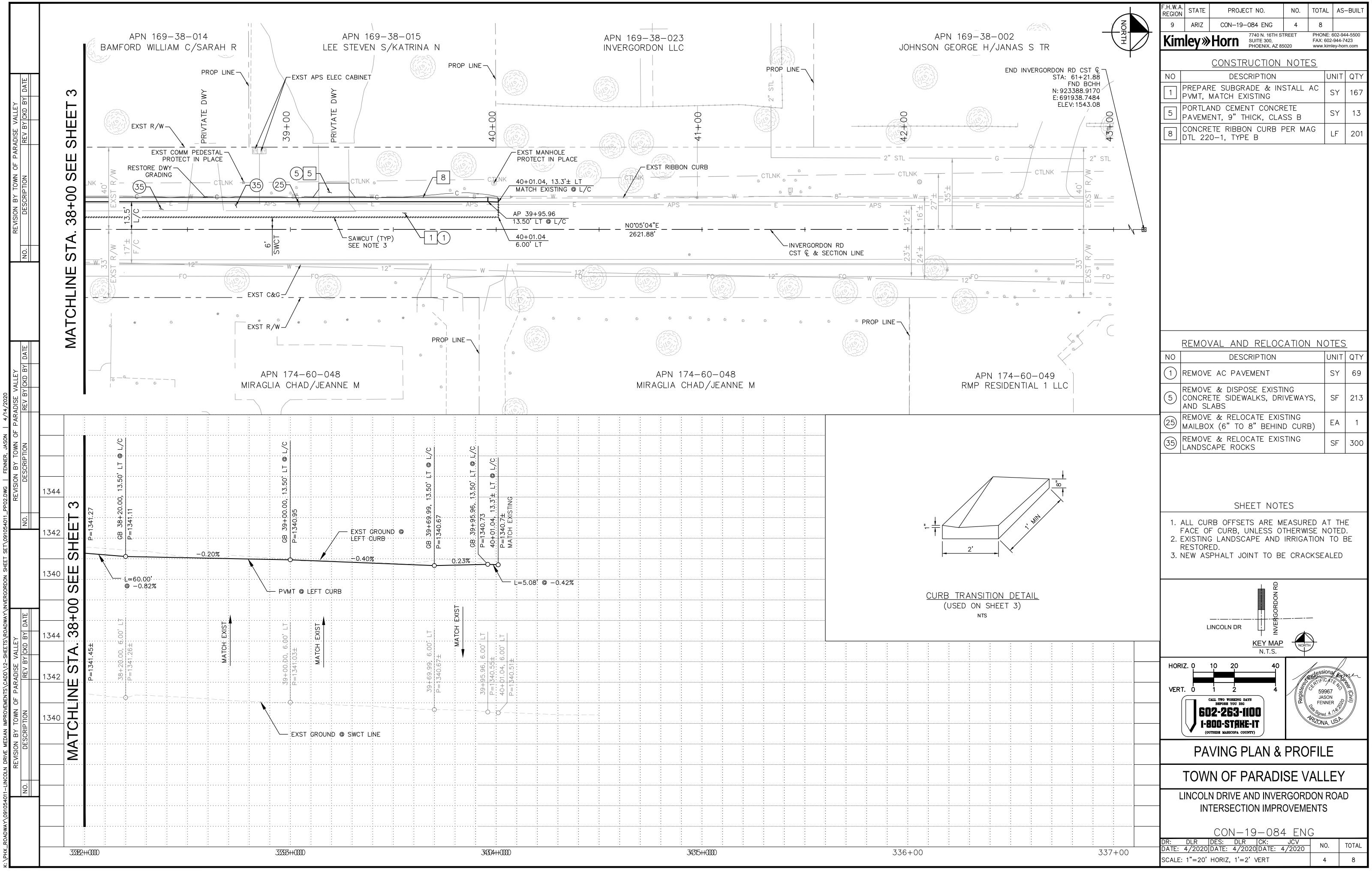
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CIFICATIONS AND					Kimley»	T740 N. 16TH STREET         PHONE: 602-944-550           SUITE 300,         FAX: 602-944-7423           PHOENIX, AZ 85020         www.kimley-horn.com
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		COX TV	COX CABLE TELEVISION LINE (FIBER OPTIC)		GM	GAS MARKER GAS METER
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REGION       Sector					F.H.W.A. STATE	PROJECT NO. NO. TOTAL AS-BUILT
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SCALE: N/A

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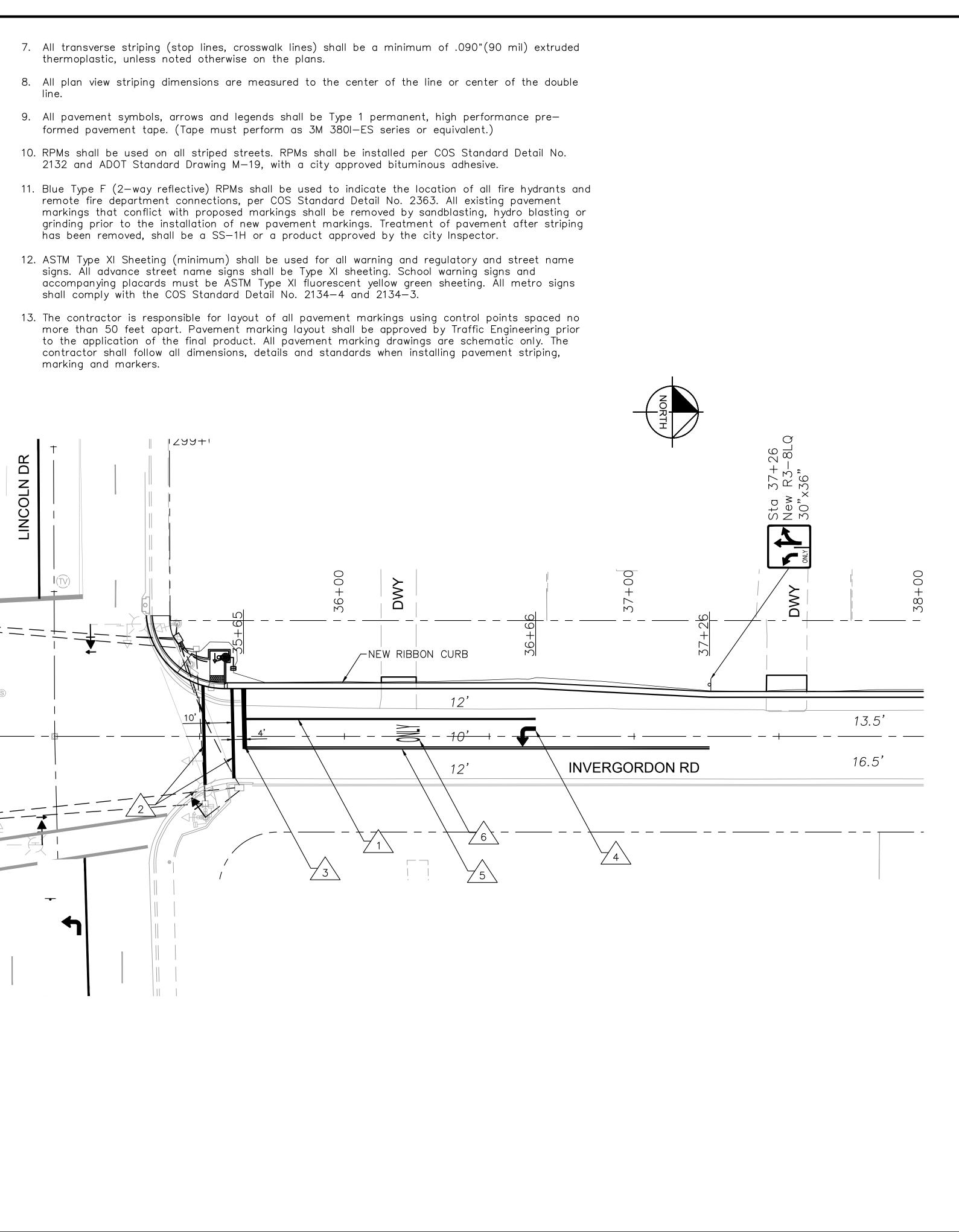




			NING AND MARKING GENERAL NOTES:
		1.	All pavement markings, signing and work zone traffic control type and layout need to conform to the latest edition of the Manual on Uniform Traffic Control Devices.
μ	$\Pi$	2.	Work zone traffic control needs to conform to the City of Phoenix Traffic Barricade Manual and/or as directed by the city Public Works Inspector or Traffic Engineering Division.
ү ВҮ DATE		3.	Signs are to be installed on telespar prepunched square steel tubing posts per COS Standard Detail No. 2131.
ADISE VALLEY REV BY CKD BY		4.	Dimensions to signs need to include the sign post, or in the case of multiple posts, the plan view center of the sign.
PARADISE REV E		5. a.	"No Parking"signs shall only be used when the following site conditions exist. When any right—hand lane (curb lane) is 16 feet or wider, or if a paved shoulder area is present.
Ч		b.	Where on-street parking could be expected to occur, such as commercial areas where businesses have direct frontage on the street.
ION BY TOWN DESCRIPTION		C.	When the above criteria exist "No Parking" signs (R8—3a 12—inch x 18 inch) with an arrow (single direction or bi—directional) below the "P" symbol on the sign to designate the direction of the restriction shall be installed approximately every 350—400 feet along the
REVISION DES			length of the project. No parking signs shall be installed approximately 5 feet from the back of curb at a 45—degree angle to the curb. Street light poles should be used for sign mounting when a light pole is within 50 feet of the proposed sign location.
		6.	All longitudinal striping (edge line, lane line and centerline) shall be .090"(90 mil) extruded thermoplastic, unless otherwise noted on the plans.
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- formed pavement tape. (Tape must perform as 3M 380I-ES series or equivalent.)
- 2132 and ADOT Standard Drawing M-19, with a city approved bituminous adhesive.

- contractor shall follow all dimensions, details and standards when installing pavement striping, marking and markers.



F.H.W.A.						
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KIM	iey»	Horn	SUITE 300, PHOENIX, AZ 85	5020	FAX: 602- www.kiml	944-7423 ey-horn.com
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				<u>GEN</u>	NERAL CONSTRUCTION NOTES:
				1. a. b.	The Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for
		DAIE		c. d.	
				2.	Traffic control shall conform to the City of Phoenix Traffic Barricade Manual and/or as directed by Works Inspector.
	PARADISE VALLEY			3.	Utility locations shown are based upon the best available information. The Contractor shall contact A (formerly Arizona Blue Stake) at 602-659-7500 before construction and verify actual utility location
	OF PARA			4.	Traffic signal poles, mast arms and service cabinets shall be painted with 2 coats of enamel paint in Specification Section #1002. Pole color shall match the existing pole color for the designated develop
				5.	All pull boxes shall be ADOT standard Type #7. The home run pull box shall be an ADOT #7 Ext., wi drainage, consisting of #57 rock, per ADOT spec.
	REVISION BY TOWN	DESCRI		6.	A ground rod shall be installed within the customer side of the electrical service panel and in the c foundation and an attached #4 bare grounding conductor.
	REVIS			7.	Pavement replacement shall conform to COS Standard Detail 2200 and 2201. Sidewalk replacement s MAG Standard Detail 230.
	(	D Z		8.	Metro Street Name Signs shall be installed on traffic signal mast arms per COS Supplement to MAG Section 402.3.4 and COS Standard Detail 2134.
				9.	Applicable signal and pedestrian indications shall be LED type lamps that meet ITE Equipment and M Standards for LED traffic signal indications.
				10.	Emergency Vehicle Pre-Emption shall be field-adjusted to optimize reception.
		<u> </u>		11.	All existing traffic control devices (including pedestrian and vehicle detectors, communications, closed (CCTV) and stop signs) and street lights shall remain in operation until new installations are energiz operational. Any traffic detectors disturbed during construction shall be replaced with temporary detection detection system is in place and operational.
		BY DAIE	_	12.	Any removed and salvaged TOPV equipment shall be returned to the COS Traffic Signal Shop at 919 Salvador, Scottsdale. All salvaged equipment shall be dismantled.
ZU	E VALLEY	КЕ ИВ ИСКИВ И	_	13.	Questions concerning traffic signal design should be directed to Kimberly Carroll, P.E., Kimley—Horn, Street, Suite 300, Phoenix, AZ 85020. (602)—944—5500.
-/14/20	ARADISE	2    KF	_	14.	The electrical service address is: TBD.
	OF P	NO		15.	Prior to start of construction the contractor shall contact the TOPV Traffic Operations Division at XX coordinate power authorization, cabinet set—up, inspection requirements and the pre—construction r Traffic Signals shall be called 48 hours prior to all inspection points.
FENNER,	REVISION BY TOWN	-SCRIP1		16.	Prior to start of construction the contractor shall contact the electric power provider to confirm po to schedule inspection.
- 9M	EVISIO			17.	All wires shall be color coded with tape as shown in COS Standard Detail 2141.
1.1061_11				18.	All signal foundations shall be flat, not dished or blocked/out. Foundations shall be no lower than b and/or $6 - 1/2$ inch above the finished edge of the road and shall not be grouted.
		DZ		19.	All traffic signal poles, new, borrowed or existing shall be brought to "like new" condition, including welded, pole painted, wire upgraded to IMSA cable.
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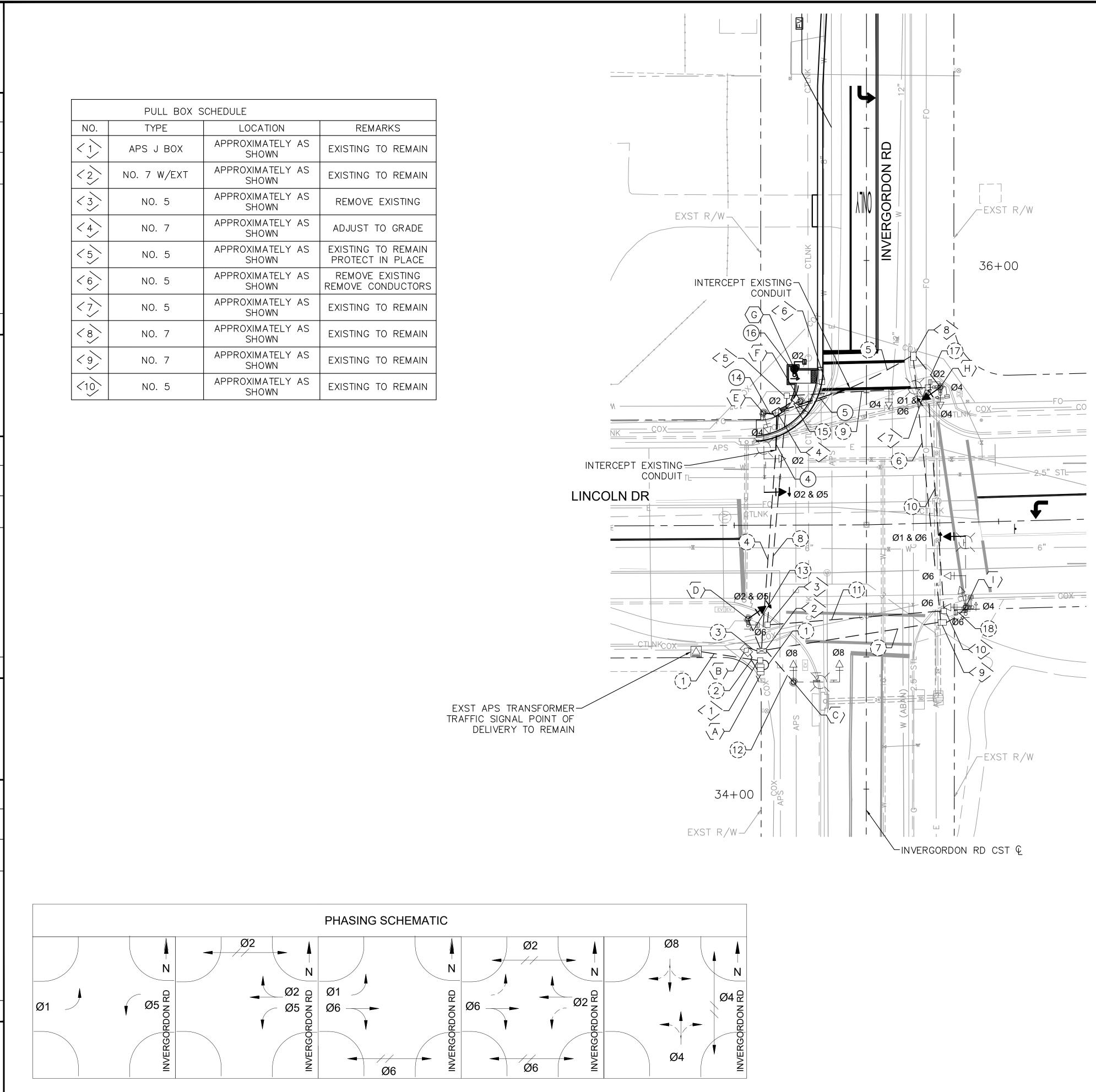
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r public use shall			ENT AND ANNOTATIONS				Kimley»		
or Public Works	PROPOSED	EXISTING	Dele with Meet Arms and Traffic Cianal	PROPOSED		Controller Cabinet		PHOENIX, AZ 85	020 www.kimley-horn.co
and	€		Pole with Mast Arm and Traffic Signal			Meter Pedestal			
	<u>↓ × O</u>		Pole with Mast Arms for a Luminaire and Traffic Signal						
he City Public	↓ ↓ ★ ★ ← ⊖	v L X O	Pole with Mast Arms for a Luminaire			#9 Pull Box #7 Pull Box w/ Ext.			
rizona 811	★ ▲	$\downarrow$	and Traffic Signal with Video Detection			#7 Pull Box			
S.	œ—⊖	ă—Đ	Street Light and Luminaire Mast Arm			#3 <sup>1</sup> / <sub>2</sub> Pull Box			
neeting ADOT ment area.	<b>∢</b>	$\triangleleft \vdash \!$	Traffic Signal	$\diamond$	$\diamond$				
th 18-inch	<b>↑</b>	$\uparrow \triangleleft \vdash \_$	Traffic Signal w/ Directional Arrow			#5 Pull Box			
ontrol cabinet	<b>Å</b>	Ż	Emergency Vehicle Detector			Conduit Run			
	-		Video Detection System	$\bigcirc$	$\langle \rangle$	Signal Pole/Cabinet Number/Street Light			
hall conform to		Z V	Radar Advance Detector		$\frown$	Identifier			
Specifications,			Illuminated Street Name Sign	$\bigcirc$	$\bigcirc$	Conduit Run Number			
			CCTV Camera	$\diamond$	$\bigcirc$	Pull Box Number			
aterials		$\square 0$				Construction Notes			
	□		Pedestrian Indication			Number			
l circuit television	<b>↑</b> ■□	↑c□	Pedestrian Push Button w/ Sign on Pole	$\bigtriangleup$		Removal Notes Number			
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I E. San			Drainage Flow Line	TO		Relocate Note			
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									SE VALLEY

LINCOLN DRIVE AND INVERGORDON ROAD INTERSECTION IMPROVEMENTS

CON-19-084 ENG							
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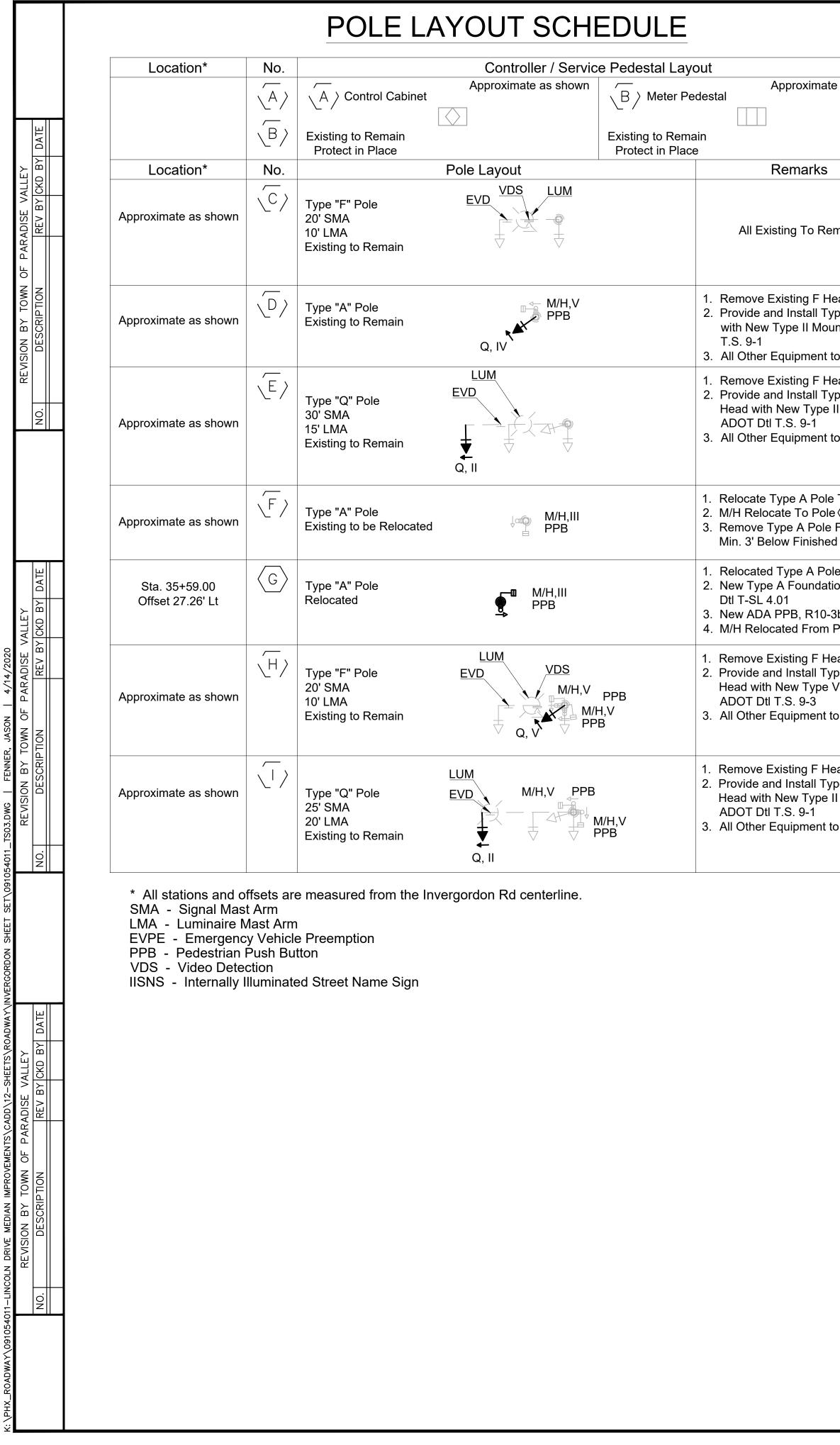
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	PULL BOX S	CHEDULE	
NO.	TYPE	LOCATION	REMARKS
< 1	APS J BOX	APPROXIMATELY AS SHOWN	EXISTING TO REMAIN
< 2>	NO. 7 W/EXT	APPROXIMATELY AS SHOWN	EXISTING TO REMAIN
< 3	NO. 5	APPROXIMATELY AS SHOWN	REMOVE EXISTING
< 4	NO. 7	APPROXIMATELY AS SHOWN	ADJUST TO GRADE
< 5	NO. 5	APPROXIMATELY AS SHOWN	EXISTING TO REMAIN PROTECT IN PLACE
< 6	NO. 5	APPROXIMATELY AS SHOWN	REMOVE EXISTING REMOVE CONDUCTORS
< 7>	NO. 5	APPROXIMATELY AS SHOWN	EXISTING TO REMAIN
< 8>	NO. 7	APPROXIMATELY AS SHOWN	EXISTING TO REMAIN
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<sup>9</sup> ARIZ Kimley»	CON-19-084 EN Horn 7740 N. SUITE 3	16TH STREET	8 PHONE: 6 FAX: 602-9	02-944-5500 944-7423
	PHOENI	00, X, AZ 85020	www.kimle	ey-horn.com
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## CONDUCTOR SCHEDULE

		Conduit Run Number				
Approximate as shown		Conduit Size in Inches				
	*	20 Conductor Cable				
		7 Conductor Cable				
		4 Conductor Cable				
		Video Detector				
Remarks		Video Detector				
		Video Detector				
	#12	Lighting 120V				
Existing To Remain						
		SMFO 12				
		Existing SMFO 144 (Re-Pulled Throug				
	#8	Signal Common White (Shared)				
e Existing F Head and Mount	THW	Insulated Bond (Green) +				
and Install Type Q Signal Head						

2. Provide and Install Type Q Signal Head with New Type II Mount Per ADOT Dtl

3. All Other Equipment to Remain

. Remove Existing F Head and Mount 2. Provide and Install Type Q Signal Head with New Type II Mount Per ADOT Dtl T.S. 9-1

3. All Other Equipment to Remain

1. Relocate Type A Pole To  $\langle G \rangle$ 2. M/H Relocate To Pole  $\langle G \rangle$ 3. Remove Type A Pole Foundation a Min. 3' Below Finished Grade

1. Relocated Type A Pole From  $\langle F \rangle$ 2. New Type A Foundation Per ADOT 3. New ADA PPB, R10-3b(R)\_ 4. M/H Relocated From Pole  $\langle F \rangle$ 

1. Remove Existing F Head and Mount 2. Provide and Install Type Q Signal Head with New Type V Mount Per ADOT Dtl T.S. 9-3 3. All Other Equipment to Remain

1. Remove Existing F Head and Mount 2. Provide and Install Type Q Signal Head with New Type II Mount Per ADOT Dtl T.S. 9-1 3. All Other Equipment to Remain

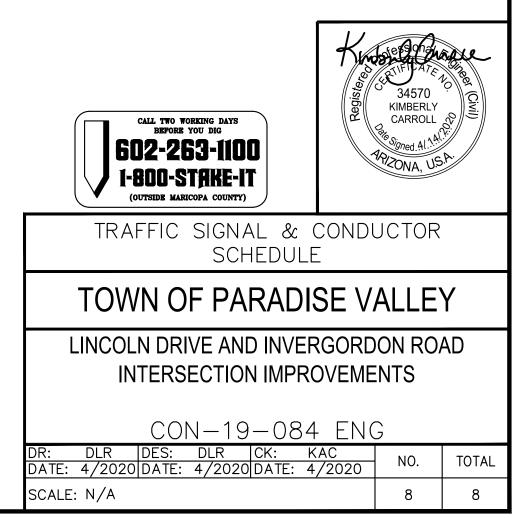
	Conduit Run Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	Conduit Size in Inches	Е	Ε	Е	3	3	E	Ε	Е	Е	Ε	Ε	Ε	Ε	1	Ε	2	Е	Е
*	20 Conductor Cable				1	1										S			
	7 Conductor Cable													1	1	ORS		1	1
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	Video Detector															ק			
	Video Detector															Ő			
	Video Detector															-			
																8			
#12	Lighting 120V															CONDUIT/REMOVE			
																L H			
	SMFO 12																		
	Existing SMFO 144 (Re-Pulled Through New Conduit)															Z			
#8	Signal Common White (Shared)															ီပီ			
THW	Insulated Bond (Green) +															N N			
																ANDON			
	Service 120V/240V															ABA			
	Video Detection															◄			

E = ALL EXISTING CONDUCTORS/CONDUIT TO REMAIN, UNLESS OTHERWISE SPECIFIED

\* IMSA 19-1 (#14 AWG) □ 2#8 AWG Service Conductors

Opticom Belden 3C20 Cable (B, O, Y) Detector Cable Shall Be Used for Emergency Vehicle Pre-Emption and Shall Run Unspliced Between the Pole Connection and Cabinet Termination

F.H.W.A. REGION	STATE	PROJECT NO.		NO.	TOTAL	AS-BUILT
9	ARIZ	CON-19-084 ENC	3	8	8	
Kim	Horn 7740 N. 16 SUITE 300 PHOENIX,	),		FAX: 602-	602-944-5500 -944-7423 ey-horn.com	



JOB ORDER COST PROPOSAL FROM B&F CONTRACTING DATED 4/22/2020

## Job Order Cost Proposal

OFPARADISE

CONTRACTO	R NAME: B&F Co	ontracting	
Contract Type:	Traffic Systems	City Project No.:	P19-0027B
Job Order No.:	TBD	Contractors Job No.:	
City Project Mgr.:		Prepared By:	Angel Flores
Fee Type:	GMP	Date:	4/22/2020
Location:	Lincoln & Invergordon	Revision:	
Job Title:	Intersection Improvements		·
Description of W	ork to be See attached Bid Scope and Bid Assu	umptions for additional information and	l clarifications.

Description of Work to be Performed (supporting information attached):

SECTION A: LABOR (inclusive of burden)		-		Labo	r Cost
Position	Unit	Quantity			Total
Project Manager	Hours	40.00	\$ 8	2.30 \$	3,292.00
Project Engineer	Hours	-	\$ 8	2.30 \$	- 3
Admin	Hours	-		\$	- 3
Project Superintendent	Hours	88.00	\$ 8	2.30 \$	6 7,242.40
Foreman	Hours	189.70	\$ 4	8.75 \$	8,299.38
Truck Driver	Hours	61.96	\$ 3	2.51 \$	5 2,014.32
Apprentice / Laborer	Hours	-	\$ 2	1.76 \$	6 -
Elect Professional Engineer	Hours	-		\$	· -
Elect Project Manager	Hours	-		\$	- 3
Tech I	Hours	73.60	\$ 2	1.76 \$	6 1,601.54
Tech II	Hours	34.00	\$ 2	1.76 \$	739.84
Laborer	Hours	213.91	\$ 2	1.76 \$	6 4,654.68
Elect General Laborer	Hours	-	\$	- \$	3 -
Operator: Large Equipment	Hours	6.00	\$ 2	7.32 \$	6 163.92
Operator: Small Equipment	Hours	180.50	\$ 2	7.32 \$	4,931.26
*Any emergency or T&M work that requires overtime will be billed a	1.5 times the listed Un	it Prices.		\$	32,939.33
SECTION B: EQUIPMENT (supporting information		Colors, have been a should be a set of the second	om)	Eauipm	ent Cost
Item	Unit	Quantity	Unit Pric		Total
Backhoe	Hours	140.50	\$ 2	3.05 \$	3,238.53
Excavator	Hours	20.00	\$ 33	2.65 \$	653.00
Loader	Hours	16.00	\$ 11	3.45 \$	3 295.20
Boom Truck	Hours	46.00		.35 \$	982.10
Aerial Truck (to 30')	Hours	35.20	\$ 123	3.22 \$	4,337.34
Water Wagon (500 gal)	Hours	40.00	\$	5.56 \$	
Air Compressor	Hours	8.00	\$ 1	.65 \$	93.20
Compactor - Hand	Hours	40.62		6.25 \$	
Dump Trailer	Hours	24.00	\$ 30	0.90 \$	
Roller	Hours	32.62		1.01 \$	
Compactor - Plate	Hours	8.00		1.99 \$	
Dump Truck	Hours	61.96		0.90 \$	
Foreman Truck	Hours	189.70		0.15 \$	
Ditch Witch Wec Vac	Hours	8.00		6.44 \$	
Hammer Hydraulic	Hours	29.35		).91 \$	
Trailer Flatbed	Hours	16.00		5.01 \$	
Water Truck	Hours	29.35		1.05 \$	
Trailer 16'-20'	Hours	8.00		2.72 \$	and the second se
	- nours	0.00	Ψ.		21.70

Item	Unit				
	Unit	Quantity		Unit Price	 Total
		1.00		\$-	\$ -
VC-SCH.40-90° BEND-2"	EA	2.00		\$ 1.75	\$ 3.5
VC-SCH.40-90° BEND-2.5"	EA	2.00		\$ 3.75	\$ 7.5
VC-SCH. 40 COUPLING-2"	EA	2.00		\$ 0.35	\$ 0.7
ONCRETE PAVERS	LS	1.00		\$ 150.00	\$ 150.0
ISCELLANEOUS MANHOLE ITEMS	LS	1.00		\$ 150.00	\$ 150.0
JSH BUTTONS R10-3B ®	EA	1.00	5	\$ 241.00	\$ 241.0
ISCELLANEOUS LANDSCAPE ITEMS	LS	1.00	5	\$ 1,500.00	\$ 1,500.0
7 PULL BOX	EA	1.00	5	\$ 185.00	\$ 185.0
VC-SCH.40 COUPLING-2.5"	EA	2.00	5	\$ 0.70	\$ 1.4
VC-SCH.40 PIPE-2"	LF	20.00	5	\$ 0.66	\$ 13.2
VC-SCH.40 PIPE-2.5"	LF	40.00	5	\$ 0.86	\$ 34.4
VC BELL ENDS 2"	EA	2.00	5	\$ 0.65	\$ 1.3
VC BELL ENDS 2.5"	EA	2.00	5	\$ 0.70	\$ 1.4
LUE	EA	1.00	5	\$ 8.00	\$ 8.0
RIMER	EA	1.00	S	\$ 8.00	\$ 8.0
DOT TYPE "A" ANCHOR BOLTS	SET	1.00	5	\$ 112.00	\$ 112.0
ONCRETE 4000 PSI MAG AA	CY	1.00	5	\$ 125.00	\$ 125.0
IRE #4 BARE 7 STRAND COPPER BOND	LF	50.00	5	\$ 0.52	\$ 26.0
EAD TYPE "Q"	EA	4.00	5	\$ 299.00	\$ 1,196.0
OUNT TYPE II	EA	2.00	5	\$ 73.00	\$ 146.0
OUNT TYPE IV	EA	1.00	5	\$ 225.00	\$ 225.0
OUNT TYPE V	EA	1.00	9	\$ 256.00	\$ 256.0
4 IMSA 19-1 7Ø	LF	50.00	9	\$ 0.57	\$ 28.5
4 IMSA 19-1 4Ø	LF	50.00	9	\$ 0.42	\$ 21.0
4 IMSA 19-1 20Ø	LF	200.00	9	\$ 2.20	\$ 440.0
BLACK SOLID	LF	200.00	9	6 0.30	\$ 60.0
GREEN SOLID	LF	200.00		§ 0.30	\$ 60.0
WHITE SOLID	LF	200.00	9		\$ 60.0
2 GREEN THHN SOLID	LF	200.00			\$ 24.0
2 WHITE THHN SOLID	LF	200.00	9		\$ 24.0
2 BLACK THHN SOLID	LF	200.00	9		\$ 24.0
ULE STANDARD 1500'	ROLL	1.00			\$ 135.0
		-			\$ 

SECTION D: SUBS & CONSULTANTS Company	Description of Work to be Performed (Supporting quote & information attached)		Total Cost
		\$	-
Falcon Contracting	Signage & Striping	\$	4,614.00
SWB Paving	Paving	\$	41,315.83
Bueno Construction	Concrete	\$	13,316.50
Infinity Phx	Survey	\$	3,500.00
	Subtotal Subcontractors & Consultants (D)	s	62,746,33

SECTION E: RENTAL EQUIPMENT	Description of Rental Equipment	Total Cost
Company	(Supporting quote & information attached)	Total Cost
TBD		\$ -
	Subtotal Rental Equipment (E)	\$ Sector Sector

SECTION F: GENERAL CONDITIONS OF THE WORK					General Conditions Cost								
Item	Unit	Quantity			Unit Price		Unit Price		Unit Price		Unit Price		Total
Mobilization / Demobilization	AL	1.00	Section of the section of	\$	1,250.00	\$	1,250.00						
Water Meter	AL	1.00		\$	2,500.00	\$	2,500.00						
Uniformed Off-Duty Law Officer Allowance	AL	1.00		\$	13,000.00	\$	13,000.00						
SWPP Allowance	AL	1.00		\$	1,500.00	\$	1,500.00						
Traffic Control Allowance	AL	2.00		\$	4,000.00	\$	8,000.00						
Porta Jons	LS	1.00		\$	375.00	\$	375.00						
Dump Fees	AL	1.00		\$	3,000.00	\$	3,000.00						
Permits/Fees	AL	1.00		\$	4,000.00	\$	4,000.00						

a an de la	Subtotal General Conditions (F) \$	33,625.00
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OVERHEAD:	7.00%	(% to be taken fro	m ma	itrix)
PROFIT:	6.00%	(% to be taken fro	m ma	itrix)
O&P (0.00% of A+	,	\$+E+F):	\$	71,832.23 \$9,338.19
	Contractor Costs (B):		\$	17,816.70
Total General Con	tractor Costs including	g O&P:	\$	98,987.12
Subtotal Subcontra Subcontractor Prof Total Subcontracto	( )	P:		\$62,746.33 \$3,137.32 \$65,883.65
TOTAL GC and Su Insurance Costs @ Bond Costs @ 1.5 Sales Tax (65% of	%	cluding O&P:	\$	164,870.76 \$1,648.71 \$2,473.06 \$9,666.37
	Subtotal Job Cos	st:		\$178,658.91
Project Contingend	ies			\$0.00
Project Allowances	<b>i</b>			\$0.00
Owner must provide prior	approval (in writing) before t	he use of any Allowance o	r Contii	ngency Funds
	TOTAL JOB COS	ST:		\$178,658.91
Submitted by: Gal	oe Soto	-6	-	-

<u>4/22/20</u> Date:

rev 4/9/2018 LH



Corporate: 11011 N. 23rd Ave. Phoenix, AZ 85029 Office: 623-582-1170|Fax: 623-582-3761 Tucson: 1904 W. Prince Rd. Tucson, AZ 85705 Office: 520-207-8228|Fax: 520-305-3323 AZ Licenses: ROC-089744 A General Contracting ROC-111282 B-04 General Engineering

## SCHEDULE OF VALUES

Project Name:	Liincoln Dr. & Invergordon Rd. Traffic Signal	Customer:	Kimley-Horn
Job Number:	Bid Number: 20107	Billing Address:	7740 N. 16th Street, Suite 300
Bid As:	General Contractor		Phoenix, AZ 85020
Estimator:	Angel Flores	Phone:	(602) 944-5500
Project Address:	Lincoln & Invergordon, Paradise Valley, AZ	Contact:	Paul Mood
<b>Completion Date:</b>			

#### **Pay Items**

Description	Quantity	ИМ	Man Hours	Man Hours per Unit	Unit Direct Cost	Tota Direct Cos
1 - Mobilization Allowance	1.00	LS	0.00	0.00	\$1,250.00	\$1,250.00
Mobilization	1.00	UNIT			\$1,250.00	\$1,250.00
2 - SWPPP Allowance	1.00	LS	0.00	0.00	\$1,500.00	\$1,500.00
( Permits/Fees	1.00	UNIT			\$1,500.00	\$1,500.0
3 - Traffic Control Allowance	1.00	LS	0.00	0.00	\$4,000.00	\$4,000.0
Allowance Traffic Contol	1.00	UNIT			\$4,000.00	\$4,000.0
4 - Uniformed Off-Duty Law Officer Allowance	1.00	LS	0.00	0.00	\$13,000.00	\$13,000.0
B Allowance Off-Duty Police Officer	200.00	HR			\$65.00	\$13,000.0
5 - Remove Tree, Diameter > 12"	1.00	EACH	0.00	0.00	\$300.00	\$300.0
Allowance Landscaping 1		UNIT			\$300.00	\$300.0
6 - Aggregate Base Course, 6" Thick	477.00	SY	163.08	0.34	\$16.99	\$8,103.6
Paving Remove & Replace Crew (117.00 SY/DY, 4.08 DY)	477.00		163.08	0.34	\$16.99	\$8,103.6
🦂 10-Wheeler	32.62	HR			\$30.90	\$1,007.8
🦂 Asphalt Roller 37-50"	32.62	HR			\$31.01	\$1,011.4
🦂 Backhoe (Cat 420D)	32.62	HR			\$23.05	\$751.7
🦂 Compactor Jump Jack	32.62	HR			\$6.25	\$203.8
🦂 Truck-Foreman	32.62	HR			\$10.15	\$331.0
🔔 Foreman	32.62	HR			\$43.75	\$1,426.9
🔔 Laborer [2]	32.62	HR			\$21.76	\$1,419.4
🔔 🛛 Operator: Small Equipment	32.62	HR			\$27.32	\$891.0
🔔 Truck Driver	32.62	HR			\$32.51	\$1,060.3
7 - Asphalt Concrete Pavement (Super Pave 3/8" Mix, Low Traffic)	477.00	SY	0.00	0.00	\$41.75	\$19,914.7
Subcontracted Asphalt	1.00	UNIT			\$19,914.75	\$19,914.7
8 - Portland Cement Concrete Pavement (PCCP) 9" Thick	22.00	SY	0.00	0.00	\$139.00	\$3,058.0
Subcontracted Asphalt	1.00	UNIT			\$3,058.00	\$3,058.0
9 - Bituminous Tack Coat SS-1h, Diluted	0.01	TON	0.00	0.00	\$50,000.00	\$500.0

Description	Quantity	им	Man Hours	Man Hours per Unit	Unit Direct Cost	Total Direct Cost
(Item 9 - Bituminous Tack Coat SS-1h, Diluted contin	ued)					
6 Subcontracted Asphalt	1.00	UNIT			\$500.00	\$500.00
10 - Vertical Curb & Gutter, MAG Det 220, Type A, H=6"	38.00	LF	0.00	0.00	\$35.00	\$1,330.00
Subcontracted Concrete	1.00	UNIT			\$1,330.00	\$1,330.00
11 - Concrete Ribbon Curb, MAG Det 220, Type B	443.00	LF	0.00	0.00	\$29.50	\$13,068.50
Subcontracted Concrete	1.00	UNIT			\$13,068.50	\$13,068.50
12 - Concrete Sidewalk, MAG Det 230	102.00	SF	0.00	0.00	\$7.25	\$739.50
Bubcontracted Concrete	1.00	UNIT			\$739.50	\$739.50
D 13 - Directional Sidewalk Ramp Retrofit - Type B, COS Det 2233-2	1.00	EACH	0.00	0.00	\$2,280.00	\$2,280.00
Subcontracted Concrete	1.00	UNIT			\$2,280.00	\$2,280.00
14 - Interlocking Brick Paver Driveway (Match Existing)	24.00	SF	24.00	1.00	\$50.83	\$1,219.92
🎢 Dry Asphalt Restore Crew (24.00 SF/DY, 1.00 DY)	24.00	SF	24.00	1.00	\$44.58	\$1,069.92
🦂 🛛 Backhoe (Cat 420D)	8.00	HR			\$23.05	\$184.40
🦂 Compactor Plate Tamp	8.00	HR			\$4.99	\$39.92
🦗 Truck-Foreman	8.00	HR			\$10.15	\$81.20
🔔 Foreman	8.00	HR			\$43.75	\$350.00
🔔 Laborer	8.00	HR			\$21.76	\$174.08
🔔 🛛 Operator: Small Equipment	8.00	HR			\$27.32	\$218.56
🦗 Trailer 16'-20'	8.00	HR			\$2.72	\$21.76
Concrete Pavers	1.00	UNIT			\$150.00	\$150.00
15 - Adjust Frame & Cover to Grade, MAG Det 270	1.00	EACH	12.00	12.00	\$529.12	\$529.12
ML 4"-6" Crew (Shallow) (2.00 ?/DY, 0.50 DY)	1.00	?	12.00	12.00	\$529.12	\$529.12
🦂 Backhoe (Cat 420D)	4.00	HR			\$23.05	\$92.20
🦂 Compactor Jump Jack	4.00	HR			\$6.25	\$25.00
🦗 Truck-Foreman	4.00	HR			\$10.15	\$40.60
🔔 Foreman	4.00	HR			\$43.75	\$175.00
🔔 Laborer	4.00	HR			\$21.76	\$87.04
2 Operator: Small Equipment	4.00	HR			\$27.32	\$109.28
16 - Adjust Manhole Frame & Cover, MAG Det 422	1.00	EACH	12.00	12.00	\$679.12	\$679.12
WL 4"-6" Crew (Shallow) (2.00 ?/DY, 0.50 DY)	1.00	?	12.00	12.00	\$529.12	\$529.12
🦂 🛛 Backhoe (Cat 420D)	4.00	HR			\$23.05	\$92.20
🦂 Compactor Jump Jack	4.00	HR			\$6.25	\$25.00
A Truck-Foreman	4.00	HR			\$10.15	\$40.60
🔔 Foreman	4.00	HR			\$43.75	\$175.00
🔔 Laborer	4.00	HR			\$21.76	\$87.04
🔔 Operator: Small Equipment	4.00	HR			\$27.32	\$109.28
🧭 Miscellaneous Manhole Items	1.00	LS			\$150.00	\$150.00
D 17 - Remove Existing Asphaltic Concrete Pavement	212.00	SY	32.00	0.15	\$9.49	\$2,011.20
Concrete Removal Crew (212.00 SY/DY, 1.00 DY)	212.00	SY	32.00	0.15	\$9.49	\$2,011.20
🦂 10-Wheeler	8.00	HR			\$30.90	\$247.20
🦂 🛛 Backhoe (Cat 420D)	8.00	HR			\$23.05	\$184.40

Description	Quantity	ИМ	Man Hours	Man Hours per Unit	Unit Direct Cost	Total Direct Cost
(Item 17 - Remove Existing Asphaltic Concrete Pav	ement continue	ed)				
A Hammer MPK4XE HYDRAULIC	8.00	HR			\$40.91	\$327.28
🚕 Truck-Foreman	8.00	HR			\$10.15	\$81.20
🦂 🛛 Water Truck 2000 Gal	8.00	HR			\$21.05	\$168.40
🙎 Foreman	8.00	HR			\$43.75	\$350.00
🔔 Laborer	8.00	HR			\$21.76	\$174.08
Operator: Small Equipment	8.00	HR			\$27.32	\$218.56
🔔 Truck Driver	8.00	HR			\$32.51	\$260.08
18 - Remove Concrete Curb and Gutter	48.00	LE	7.18	0.15	\$9.40	\$451.11
Concrete Removal Crew (214.00 SY/DY, 0.22 DY)	48.00		7.18	0.15	\$9.40	\$451.11
10-Wheeler	1.79		7.10	0.15	\$30.90	\$55.45
Backhoe (Cat 420D)	1.79				\$23.05	\$41.36
Hammer MPK4XE HYDRAULIC	1.79				\$40.91	\$73.41
Truck-Foreman	1.79				\$10.15	\$18.21
Water Truck 2000 Gal	1.79				\$21.05	\$10.21
Foreman	1.79				\$43.75	\$78.50
Laborer	1.79				\$ <del>4</del> 3.75 \$21.76	\$70.50
Operator: Small Equipment	1.79				\$27.32	\$49.02
Truck Driver	1.79				\$32.51	\$58.34
JYDNINE						
19 - Remove Brick Pavers	132.00		14.80	0.11	\$4.71	\$621.91
Concrete Removal Crew (214.00 SY/DY, 0.62 DY)	132.00		14.80	0.11	\$4.71	\$621.91
Backhoe (Cat 420D)	4.93				\$23.05	\$113.74
Truck-Foreman	4.93				\$10.15	\$50.09
Foreman	4.93				\$43.75	\$215.89
Laborer	4.93				\$21.76	\$107.38
Operator: Small Equipment	4.93	HR			\$27.32	\$134.81
20 - Remove And Salvage Existing Solar Path Lights And Deliver To Owner	2.00	EACH	6.40	3.20	\$121.06	\$242.11
STL - Street Light Pole Install Crew (5.00 EACH/DY, 0.40 DY)	2.00	EACH	6.40	3.20	\$121.06	\$242.11
🚕 Truck-Foreman	3.20	HR			\$10.15	\$32.48
🔔 Foreman	3.20	HR			\$43.75	\$140.00
🔔 Tech I	3.20	HR			\$21.76	\$69.63
21 - Remove Concrete Sidewalk, Driveways, And Slabs	523.00	SF	78.21	0.15	\$10.72	\$5,605.58
Concrete Removal Crew (214.00 SY/DY, 2.44 DY)	523.00	SY	78.21	0.15	\$9.40	\$4,915.22
🦗 10-Wheeler	19.55	HR			\$30.90	\$604.14
🦂 🛛 Backhoe (Cat 420D)	19.55	HR			\$23.05	\$450.66
A Hammer MPK4XE HYDRAULIC	19.55	HR			\$40.91	\$799.85
🥠 Truck-Foreman	19.55	HR			\$10.15	\$198.45
🦂 🛛 Water Truck 2000 Gal	19.55	HR			\$21.05	\$411.56
🔔 Foreman	19.55	HR			\$43.75	\$855.37
🙎 Laborer	19.55				\$21.76	\$425.44
Operator: Small Equipment	19.55	HR			\$27.32	\$534.14
Truck Driver	19.55				\$32.51	\$635.62
🚯 Saw Cut	523.00				\$1.32	\$690.36
22 - Relocate Mailbox, Det 2066	1.00	EACH	7.20	7.20	\$302.47	\$302.47

Description	Quantity	им	Man Hours	Man Hours per Unit	Unit Direct Cost	Total Direct Cost
(Item 22 - Relocate Mailbox, Det 2066 continued)						
Concrete Removal Crew (3.33 SY/DY, 0.30 DY)	1.00	SY	7.20	7.20	\$302.47	\$302.47
🦂 🛛 Backhoe (Cat 420D)	2.40	HR			\$23.05	\$55.32
🚕 Truck-Foreman	2.40	HR			\$10.15	\$24.36
🔔 Foreman	2.40	HR			\$43.75	\$105.00
🔔 Laborer	2.40	HR			\$21.76	\$52.22
2 Operator: Small Equipment	2.40	HR			\$27.32	\$65.57
23 - Remove And Relocate Traffic Signal Pole & Equipment	1.00	EACH	40.00	40.00	\$2,934.10	\$2,934.10
Traffic Signal Crew (0.80 EACH/DY, 1.25 DY)	1.00	EACH	40.00	40.00	\$2,693.10	\$2,693.10
Aerial Lifts For Truck Mounting 35'	10.00	HR			\$21.35	\$213.50
nerial truck w/ Derrick Digger	10.00	HR			\$123.22	\$1,232.20
n Truck-Foreman	10.00	HR			\$10.15	\$101.50
🔔 Foreman	10.00	HR			\$43.75	\$437.50
🙎 Tech I	10.00	HR			\$21.76	\$217.60
Tech II	10.00	HR			\$21.76	\$217.60
Operator: Small Equipment	10.00	HR			\$27.32	\$273.20
Push Button R10-3b (R)	1.00	EACH			\$241.00	\$241.00
24 - Landscape / Irrigation Restoration	1.00	LS	96.00	96.00	\$5,946.00	\$5,946.00
M Dry Asphalt Restore Crew (0.33 EACH/DY, 3.00 DY)	1.00	EACH	96.00	96.00	\$4,446.00	\$4,446.00
A Backhoe (Cat 420D)	24.00	HR			\$23.05	\$553.20
n Truck-Foreman	24.00	HR			\$10.15	\$243.60
🔔 Foreman	24.00	HR			\$43.75	\$1,050.00
Laborer [2]	24.00	HR			\$21.76	\$1,044.48
Operator: Small Equipment	24.00	HR			\$27.32	\$655.68
Trailer Water Pull 500 Gal	24.00	HR			\$6.56	\$157.44
Robtail 5 Cubic Yard	24.00	HR			\$30.90	\$741.60
🧭 Miscellaneous Landscape Items	1.00	LS			\$1,500.00	\$1,500.00
25 - Remove Existing Landscape Rock	887.00	SF	64.00	0.07	\$2.70	\$2,396.00
Clearing And Grubbing Crew (443.50 SF/DY, 2.00 DY)	887.00	SF	64.00	0.07	\$2.70	\$2,396.00
🦗 Truck-Foreman	16.00	HR			\$10.15	\$162.40
🦂 🛛 Loader - Gannon Tractor	16.00	HR			\$18.45	\$295.20
🔔 Laborer [2]	16.00	HR			\$21.76	\$696.32
🔔 Foreman	16.00	HR			\$43.75	\$700.00
🙎 Operator: Small Equipment	16.00	HR			\$27.32	\$437.12
🦂 Trailer Water Pull 500 Gal	16.00	HR			\$6.56	\$104.96
26 - Remove Thermoplastic Stripe	71.00	LF	0.00	0.00	\$56.34	\$4,000.00
Subcontracted Asphalt	1.00	UNIT			\$600.00	\$600.00
(P) Mobilization	1.00	UNIT			\$3,400.00	\$3,400.00
27 - White Thermoplastic Traffic Stripe (4" Equivalent)	496.00	LF	0.00	0.00	\$1.21	\$600.00
Subcontracted Asphalt	1.00	UNIT			\$600.00	\$600.00
28 - Yellow Thermoplastic Traffic Stripe (4" Equivalent)	320.00	LF	0.00	0.00	\$1.88	\$600.00

	Description	Quantity	им	Man Hours	Man Hours per Unit	Unit Direct Cost	Total Direct Cost
and the second second	9 - Thermoplastic/Preformed Symbol Left Turn rrow	1.00	EACH	0.00	0.00	\$560.00	\$560.00
6	Subcontracted Asphalt	1.00	UNIT			\$560.00	\$560.00
D 3	0 - Thermoplastic/Preformed Symbol [Onlyl]	1.00	EACH	0.00	0.00	\$915.00	\$915.00
6	Subcontracted Asphalt	1.00	UNIT			\$915.00	\$915.00
	1 - Reflectorized Raised Pavement Marker (Type , Yellow, 2-Way)	16.00	EACH	0.00	0.00	\$36.56	\$585.00
6	Subcontracted Asphalt	1.00	UNIT			\$585.00	\$585.00
	2 - Reflectorized Raised Pavement Marker (Type , Clear, 1-Way)	5.00	EACH	0.00	0.00	\$117.00	\$585.00
6	Subcontracted Asphalt	1.00	UNIT			\$585.00	\$585.00
D 3	3 - Telespar Sign Post, COS 2131	8.00	LF	0.00	0.00	\$12.00	\$96.00
6	Subcontracted Asphalt	1.00	UNIT			\$96.00	\$96.00
Contraction of the second	4 - Telespar Sign Post Base Assembly (Sleeve & nchor), COS 2131	1.00	EACH	0.00	0.00	\$185.00	\$185.00
6	Subcontracted Asphalt	1.00	UNIT			\$185.00	\$185.00
D 3	5 - Reflective Traffic Sign Panel	8.00	SF	0.00	0.00	\$22.00	\$176.00
6	Subcontracted Asphalt	1.00	UNIT			\$176.00	\$176.00
D 3	6 - Remove Existing Pull Box	2.00	EACH	12.00	6.00	\$252.06	\$504.12
1	Traffic Signal Crew (4.00 EACH/DY, 0.50 DY)	2.00	EACH	12.00	6.00	\$252.06	\$504.12
4	A Backhoe (Cat 420D)	4.00	HR			\$23.05	\$92.20
-	Truck-Foreman	4.00	HR			\$10.15	\$40.60
	Foreman	4.00	HR			\$43.75	\$175.00
-	L Tech I	4.00	HR			\$21.76	\$87.04
	Qperator: Large Equipment	4.00	HR			\$27.32	\$109.28
D 3	7 - Existing Pull Box Adjust To Grade	1.00	EACH	6.00	6.00	\$515.46	\$515.46
1	Traffic Signal Crew (4.00 EACH/DY, 0.25 DY)	1.00	EACH	6.00	6.00	\$252.06	\$252.06
-	😣 Backhoe (Cat 420D)	2.00	HR			\$23.05	\$46.10
4	🦂 Truck-Foreman	2.00	HR			\$10.15	\$20.30
1	Foreman	2.00	HR			\$43.75	\$87.50
	Tech I	2.00	HR			\$21.76	\$43.52
2	Operator: Large Equipment	2.00	HR			\$27.32	\$54.64
Ð	Pull Box - NO. 7 PULL BOX	1.00	EACH			\$185.00	\$185.00
Ð	PVC - Sch. 40 - 90° BEND - 2"	2.00	EACH			\$1.75	\$3.50
Ð	PVC - Sch. 40 - 90° BEND - 2.5"	2.00	EACH			\$3.75	\$7.50
D	PVC - Sch. 40 - COUPLING - 2"	1.00	EACH			\$0.35	\$0.35
Ð	PVC - Sch. 40 - COUPLING - 2.5"	2.00	EACH			\$0.70	\$1.40
Ð	PVC - Sch. 40 - Pipe - 2" (Independent Electric Supply - IES)	20.00	LF			\$0.66	\$13.20
Ð	PVC - Sch. 40 - Pipe - 2-1/2" (Independent Electric Supply - IES)	40.00	LF			\$0.86	\$34.40
Ð	PVC Bell Ends 2"		EACH			\$0.65	\$0.65
Ð	PVC-Bell Ends 2.5"		EACH			\$0.70	\$1.40
Ð	Glue		EACH			\$8.00	\$8.00
Ð	Primer	1.00	EACH			\$8.00	\$8.00
D 3	8 - Pole Foundation, Type A Det T-SL 4.01	1.00	EACH	36.80	36.80	\$3,000.04	\$3,000.04
A.	Traffic Signal Crew (0.87 EACH/DY, 1.15 DY)	1.00	EACH	36.80	36.80	\$2,493.29	\$2,493.29

Description	Quantity	им	Man Hours	Man Hours per Unit	Unit Direct Cost	Total Direct Cost
(Item 38 - Pole Foundation, Type A Det T-SL 4.01 co	ntinued)					
🦂 🛛 Aerial truck w/ Derrick Digger	9.20	HR			\$123.22	\$1,133.62
🦂 Backhoe (Cat 420D)	9.20	HR			\$23.05	\$212.06
🦂 Truck-Foreman	9.20	HR			\$10.15	\$93.38
🔔 Foreman	9.20	HR			\$43.75	\$402.50
👤 Tech I [2]	9.20	HR			\$21.76	\$400.38
🔔 Operator: Small Equipment	9.20	HR			\$27.32	\$251.34
🧭 Concrete - 4000 Psi - MAG AA	1.00	CY			\$125.00	\$125.00
ADOT Type "A" Pole Anchor Bolts	1.00	SET			\$112.00	\$112.00
Wire - #4 Bare 7 Strand Copper Bond	50.00	LF			\$0.52	\$26.00
💞 PVC - Sch. 40 - 90° BEND - 2"	1.00	EACH			\$1.75	\$1.75
疠 PVC - Sch. 40 - COUPLING - 2"	1.00	EACH			\$0.35	\$0.35
PVC - Sch. 40 - Pipe - 2" (Independent Electric Supply - IES)	0.00	LF			\$0.66	\$0.00
🧭 PVC Bell Ends 2"	1.00	EACH			\$0.65	\$0.65
🧭 Push Button R10-3b (R)	1.00	EACH			\$241.00	\$241.00
39 - 12" Signal Indication, Type "Q" Signal Face	4.00	EACH	18.00	4.50	\$485.50	\$1,941.98
Traffic Signal Crew (5.33 EACH/DY, 0.75 DY)	4.00	EACH	18.00	4.50	\$186.50	\$745.98
Aerial Lifts For Truck Mounting 35'	6.00	HR			\$21.35	\$128.10
A Truck-Foreman	6.00	HR			\$10.15	\$60.90
🔔 Foreman	6.00	HR			\$43.75	\$262.50
👤 Tech I	6.00	HR			\$21.76	\$130.56
Operator: Small Equipment	6.00	HR			\$27.32	\$163.92
🧭 Head Type Q	4.00	EACH			\$299.00	\$1,196.00
40 - Traffic Signal Assembly (Type II)	2.00	EACH	9.00	4.50	\$259.50	\$518.99
Traffic Signal Crew (5.33 EACH/DY, 0.38 DY)		EACH	9.00	4.50	\$186.50	\$372.99
Aerial Lifts For Truck Mounting 35'	3.00				\$21.35	\$64.05
A Truck-Foreman	3.00				\$10.15	\$30.45
🔔 Foreman	3.00				\$43.75	\$131.25
Tech I	3.00				\$21.76	\$65.28
Operator: Small Equipment	3.00				\$27.32	\$81.96
Head Type R Mount Type II		EACH			\$73.00	\$146.00
41 - Traffic Signal Mounting Assembly (Type IV)		EACH	4.50	4.50	\$411.50	\$411.50
Traffic Signal Crew (5.33 EACH/DY, 0.19 DY)		EACH	4.50	4.50	\$186.50	\$186.50
Aerial Lifts For Truck Mounting 35'	1.50		ч.J0	4.50		
Menal Lins For Truck Mounting 55					\$21.35 ¢10.15	\$32.03
Le Foreman	1.50				\$10.15 #42.75	\$15.23 ¢CF_C2
Tech I	1.50				\$43.75	\$65.63
	1.50				\$21.76	\$32.64
Querator: Small Equipment	1.50				\$27.32	\$40.98
Mount Type IV		EACH			\$225.00	\$225.00
42 - Traffic Signal Mounting Assembly (Type V)		EACH	4.50	4.50	\$442.50	\$442.50
Traffic Signal Crew (5.33 EACH/DY, 0.19 DY)		EACH	4.50	4.50	\$186.50	\$186.50
Aerial Lifts For Truck Mounting 35'	1.50				\$21.35	\$32.03
A Truck-Foreman	1.50				\$10.15	\$15.23
Leave Foreman	1.50				\$43.75	\$65.63
Lech I	1.50				\$21.76	\$32.64
2 Operator: Small Equipment	1.50	HR			\$27.32	\$40.98

Description	Quantity	UM	Man Hours	Man Hours per Unit	Unit Direct Cost	Total Direct Cost
(Item 42 - Traffic Signal Mounting Assembly (Type	e V) continued)					
🧭 Mount Type V	1.00	EACH			\$256.00	\$256.00
43 - Remove And Salvage Traffic Signal Equipment	1.00	LS	64.00	64.00	\$4,773.92	\$4,773.92
🎢 🛛 Traffic Signal Crew (0.50 LS/DY, 2.00 DY)	1.00	LS	64.00	64.00	\$4,773.92	\$4,773.92
🦂 🛛 Aerial Lifts For Truck Mounting 35'	16.00	HR			\$21.35	\$341.60
🦂 🛛 Aerial truck w/ Derrick Digger	16.00	HR			\$123.22	\$1,971.52
🦂 Backhoe (Cat 420D)	16.00	HR			\$23.05	\$368.80
🦗 Truck-Foreman	16.00	HR			\$10.15	\$162.40
🔔 Foreman	16.00	HR			\$43.75	\$700.00
🔔 🛛 Tech I	16.00	HR			\$21.76	\$348.16
🔔 Tech II	16.00	HR			\$21.76	\$348.16
🔔 🛛 Operator: Small Equipment	16.00	HR			\$27.32	\$437.12
🦂 Trailer Flatbed 48'	16.00	HR			\$6.01	\$96.16
44 - Electrical Conductors	1.00	LS	32.00	32.00	\$2,138.42	\$2,138.42
🎢 🛛 Traffic Signal Crew (1.00 LS/DY, 1.00 DY)	1.00	LS	32.00	32.00	\$1,261.92	\$1,261.92
🦂 Aerial Lifts For Truck Mounting 35'	8.00	HR			\$21.35	\$170.80
🦂 Truck-Foreman	8.00	HR			\$10.15	\$81.20
🔔 Foreman	8.00	HR			\$43.75	\$350.00
🔔 Tech I	8.00	HR			\$21.76	\$174.08
🔔 Tech II	8.00	HR			\$21.76	\$174.08
🔔 Operator: Small Equipment	8.00	HR			\$27.32	\$218.56
🦂 Air Compressor 185CFM	8.00	HR			\$11.65	\$93.20
🚀 Wire - 14 IMSA 19-1 7-Conductor	50.00	LF			\$0.57	\$28.50
🚀 🛛 Wire - 14 IMSA 19-1 4-Conductor	50.00	LF			\$0.42	\$21.00
n Wire - 14 IMSA 19-1 20-Conductor	200.00	LF			\$2.20	\$440.00
😿 🛛 Wire - #8 Black THW Solid	200.00	LF			\$0.30	\$60.00
🚀 🛛 Wire - #8 Green THW Solid	200.00	LF			\$0.30	\$60.00
🚀 Wire - #8 White THW Solid	200.00	LF			\$0.30	\$60.00
🌮 Wire - #12 Green THHN Solid	200.00	LF			\$0.12	\$24.00
Wire - #12 White THHN Solid	200.00	LF			\$0.12	\$24.00
😿 Wire - #12 Black THHN Solid	200.00	LF			\$0.12	\$24.00
🧭 Mule Standard - 1500'	1.00	LF			\$135.00	\$135.00

Description	Quantity	им	Man Hours	Man Hours per Unit	Unit Indirect Cost	Total Indirect Cost
<b>Q</b> YK - Water Meter	1.00	EACH			\$2,500.00	\$2,500.00
YL - Project Management Labor	5.00	DY	40.00	8.00	\$658.40	\$3,292.00
Project Management Labor	5.00	DY	40.00	8.00	\$658.40	\$3,292.00
Project Manager Crew (1.00 DY/DY, 5.00 DY)	5.00	DY	40.00	8.00	\$658.40	\$3,292.00
🦂 Truck-Project Manager	40.00	HR			\$0.00	\$0.00
🔔 Project Manager	40.00	HR			\$82.30	\$3,292.00
D YM - Project Supervision Labor	13.00	DY	88.00	6.77	\$557.11	\$7,242.40
Project Supervision Labor	13.00	DY	88.00	6.77	\$557.11	\$7,242.40
30 Superintendent Crew (1.00 DY/DY, 13.00 DY)	13.00	DY	88.00	6.77	\$557.11	\$7,242.40

Description	Quantity	им	Man Hours	Man Hours per Unit	Unit Indirect Cost	Total Indirect Cost
(Item YM - Project Supervision Labor continued)						
Level Superintendent-100%	88.00	HR			\$82.30	\$7,242.40
D YP - Pot Holes	1.00	LS	16.00	16.00	\$479.68	\$479.68
🕖 Pothole	1.00	EACH	16.00	16.00	\$479.68	\$479.68
Pot Holing Crew (1.00 EACH/DY, 1.00 DY)	1.00	EACH	16.00	16.00	\$479.68	\$479.68
🦂 Ditch Witch Wet Vac	8.00	HR			\$16.44	\$131.52
Laborer [2]	8.00	HR			\$21.76	\$348.16
YQ - Permits/Fees	1.00	AL			\$4,000.00	\$4,000.00
[5] YR - Portas/J-Johns	1.00	мо			\$375.00	\$375.00
P YT - Survey	1.00	LS			\$3,500.00	\$3,500.00
YW - Trash/Dump Fees	1.00	LS			\$3,000.00	\$3,000.00

## **Job Order Cost Proposal Clarifications**

**Project: Lincoln & Invergordon Intersection Improvement** Date:4/22/2020 **Revision:1** 

```
Includes:
  1 Labor, Equipment and Materials
  2
  3
  4
# Excludes:
  1 Programming
  2 Materials Testing
  3 Hazardous Materials Testing and Abatement
  4
# Clarifications:
  1
#
    Price Assumes:
  1 Normal Working Hours 8 Hr Days
  2
  3
  4
    Assumes Owner to Provide:
  1
  2
  3
  4
    Potential Contingency Usage:
  1
  2
  3
```

#

#

#

# **Project Allowance Details:** 

1 Mobilization / Demobilization

2 Water Meter

3 Uniformed Off-Duty Law Officer Allowance

**4 SWPP Allowance** 

**5** Traffic Control Allowance

6 Porta Jons

7 Dump Fees 8 Permits/Fees

#### City of Peoria JOC Pricing Matrix

P19-0027, JOC for Traffic Systems

Contractor:



	\$1.00 to	\$100,001.00 to	\$250,001 to	\$500,001 to	\$1,000,001 to	over
Indirect Cost of the Work	\$100,000	\$250,000	\$500,000	\$1,000,000	\$2,000,000	\$2,000,000
Overhead	7.00%	7.00%	6.00%	6.00%	6.00%	5.50%
Profit	6.00%	6.00%	6.00%	6.00%	5.50%	5.00%
Payment & Performance Bonds	1.50%	1.50%	1.50%	1.50%	1.45%	1.00%
Insurance	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Tax (65% of .081)	5.265%	5.265%	5.265%	5.265%	5.265%	5.265%
Total Indirect Cost %	20.76500%	20.76500%	19.76500%	19.76500%	19.21500%	17.76500%

#### LINKING AGREEMENT FOR COOPERATIVE PURCHASE

B&F CONTRACTING, INC.

Lincoln Drive & Invergordon Realignment

Project No. 2019-01

#### EXHIBIT C

Specific Requirements/Options of Town

Notices: All notices required under the Linking Agreement shall be sent to:

Paul Mood, Town Engineer 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 #: 20-200

- TO: Mayor Bien-Willner and Town Council Members
- FROM: Jill Keimach, Town Manager
- DATE: May 14, 2020

**DEPARTMENT:** Town Manager

AGENDA TITLE:

Adoption of Resolution Number 2020-14 Expressing Appreciation for the Response to the Covid-19 Pandemic

RECOMMENDATION: Adopt Resolution Number 2020-14.

SUMMARY STATEMENT: The Mayor and Town Council of Paradise Valley, AZ wish to express their appreciation for those who have worked together in response to the COVID-19 crisis.

BUDGETARY IMPACT: None

ATTACHMENT(S): Resolution Number 2020-14: A Resolution of The Mayor and Council of the Town of Paradise Valley, Arizona, Expressing Appreciation for the Response to the COVID-19 Pandemic

#### **RESOLUTION NUMBER 2020-14**

### A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, EXPRESSING APPRECIATION FOR THE RESPONSE TO THE COVID-19 PANDEMIC.

WHEREAS, the COVID-19 Pandemic has gripped the world (including Paradise Valley's corner of it) resulting in the tragic loss of life including some who may be family, friends, neighbors and coworkers; and

WHEREAS, the COVID-19 Pandemic has presented challenges of daily living that none of us had imagined prior; and

WHEREAS, those working in our food supply chain—growers, pickers, packers, transporters, retail workers, delivery drivers—have continued to work so the rest of us have food on our tables; and

WHEREAS, those in medical and scientific communities—scientists working on tests, treatments and prevention, analysts tracking data and trends, nurses, doctors, EMTs, care facility workers, cleaning staff—have battled with this disease daily, while carrying on with other critical work, to save lives despite the gross lack of personal protective equipment, and inadequate medical facilities and equipment; and

WHEREAS, those in the lodging, manufacturing, construction, restaurant, housing, delivery service, and many other essential industries have continued to work as safely as possible in order to keep the baseline of our economy and important services intact and functioning; and

WHEREAS, the financial industry—bankers, economists, accountants, bookkeepers—have quickly responded to unprecedented financial needs with measured analysis and forecasting, and new systems to distribute funds to laid-off/furloughed workers and businesses in crisis; and

WHEREAS, public safety—police, firefighters—who face daily dangers in the best of times, have continued to endeavor to keep our persons and property safe; and

WHEREAS, our military and national guard have continued uninterrupted in their duties to maintain the safety and security of everyone in our great nation; and

WHEREAS, so many people with continuing work duties have shown remarkable flexibility and tenacity in adjusting to remote work by developing new processes and using new technology, often coexisting with at-home children and other family members while doing so; and

WHEREAS, school teachers, students and parents have adapted to remote educating and homeschooling, and have found joy in new ways of learning and connecting; and

WHEREAS, many citizens have mobilized to donate their time, skills and materials to shop for and help others at risk, and to produce millions of face masks, hospital gowns, surgical caps, and other personal protective equipment for frontline workers who had none; and

WHEREAS, the Town's resort, business, and faith communities have responded positively, willingly, cooperatively, and excellently during this difficult time of declared emergency; and

WHEREAS, the Town's many County, State, and Federal partners have offered support and resources to help our community and other communities and people in need during these difficult times; and

WHEREAS, the citizens of the Town of Paradise Valley have responded graciously and with understanding and compassion for other people as the Town has worked to provide services under the constraints of physical distancing, the closure of Town buildings, and the Governor's stay-at-home order; and

WHEREAS, the employees and the appointed and elected citizen volunteers of the Town of Paradise Valley have shown resiliency and resolve to provide residents with uninterrupted concierge service including increased communication, fully-operational police and public works departments, uninterrupted Municipal Court services, a revised and responsible FY2021 budget and active financial planning for the future, and newly created online services; **NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Town Council of Paradise Valley, Arizona, do hereby extend their humble gratitude and thanks to be part of an amazing nation, state and community that has worked effectively together in the face of a serious widespread health crisis to keep each other healthy, safe, and well, and who, together, will emerge from these difficult times stronger in mind and body, and with a new appreciation of all that they have.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Paradise Valley, Arizona, this 14<sup>th</sup> day of May 2020 by the affirmative vote of the members.

Jerry Bien-Willner, Mayor

ATTEST

Duncan Miller, Town Clerk

APPROVED AS TO FORM

Andrew M. Miller, Town Attorney



Action Report

### File #: 20-207

TO: Mayor Bien-Willner and Town Council Members

- FROM: Jill Keimach, Town Manager Andrew Miller, Town Attorney
- DATE: May 14, 2020

DEPARTMENT: Town Manager

Andrew Miller, 480-348-3526

#### AGENDA TITLE:

Adoption of Resolution 2020-15: Authorizing Temporary Rescission and Amendments to Certain Zoning Ordinance Provisions During the Effective Dates for Social Distancing in Response to the Covid-19 Pandemic and Related Town Practices to Stop the Spread of Covid-19

RECOMMENDATION: Adopt Resolution 2020-15

### SUMMARY STATEMENT:

During this pandemic, the Town of Paradise Valley has enacted several policies and procedures to keep the Town operations running within the parameters of an evolving number of operational and social distancing recommendations from the CDC, and federal and State officials. As the Town and all its resorts, houses of worship, schools, medical and other facilities prepare to reopen, there have been a few requests from SUP properties as they creatively work to open within these social distancing guidelines.

At the upcoming Town Council meeting on May 14, 2020, the Mayor and Council will consider, on an emergency basis, a resolution authorizing the temporary rescission and amendments to certain zoning ordinance provisions during the effective dates for social distancing in response to the COVID -19 pandemic. This resolution is intended to provide staff flexibility in approving temporary structures and signage that are needed in direct response to this pandemic. There have been two recent requests directly related to the new social distancing recommendations.

 Jones Gordon, in its preparation for reopening, has requested they be able to use a temporary storage facility to store extra tables and chairs that cannot be used in the school under the new social distancing guidelines. Due to the urgency of this request, staff is seeking temporary authority to work with the school and similar facilities as needed to determine the least impactful to neighbors but practicable location for such a structure. 2. Houses of Worship have also requested the Town Sign Ordinance be rescinded temporarily so they would be able to install temporary banner signs to better communicate new procedures and other changes related to the pandemic.

In addition to these two requests, the staff expects there may be some future requests not currently anticipated from any SUP property for such things as a temporary tent to allow for curbside pickups and/or protection of customers that may have to wait or be served outdoors. The requests would be limited to only those directly related to COVID-19 and would only be allowed while social distancing regulations and other unprecedented requirements directly related to this pandemic remain in effect.

A resolution will be drafted and sent out early next week by the Town Attorney to authorize the temporary rescission of certain zoning and other provisions to respond to these requests.

1	When recorded, return to:
2	Paradise Valley Town Attorney
3	6401 East Lincoln Drive
4	Paradise Valley, Arizona 85253
5	
6	DECOLUTION NUMBER 2020 15
7 8	<b>RESOLUTION NUMBER 2020-15</b>
8 9	
10	A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE
11	TOWN OF PARADISE VALLEY, ARIZONA, AUTHORIZING
12	TEMPORARY RESCISSION AND AMENDMENTS TO CERTAIN
13	ZONING ORDINANCE PROVISIONS DURING THE EFFECTIVE
14	DATES FOR SOCIAL DISTANCING IN RESPONSE TO THE COVID-
15	<b>19 PANDEMIC AND RELATED TOWN PRACTICES TO STOP THE</b>
16	SPREAD OF COVID-19
17 18	NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF
19	THE TOWN OF PARADISE VALLEY, ARIZONA AS FOLLOWS:
20	WHEREAS, on March 11, 2020 the World Health Organization officially declared a
21	pandemic due to the COVID-19 outbreak; and
22	WHEREAS, COVID-19 infections have been confirmed in Arizona, with over eleven
23	thousand confirmed cases and nearly 6,000 confirmed cases in Maricopa County as of May
24	12, 2020; and
25	WHEREAS, on March 11, 2020 Governor Doug Ducey declared that a State of
26	Emergency exists in Arizona due to the COVID-19 outbreak in Arizona and has since that
27	date issued a number of executive orders in response to the evolving emergency; and
28	WHEREAS, on March 17, 2020 Mayor Jerry Bien-Willner, pursuant to the authority
29	granted under Town Code §3-7-4(2), A.R.S. §26-307, and/or A.R.S. §26-311(A) issued a
30	proclamation that due to the COVID-19 pandemic a local emergency exists in the Town of
31	Paradise Valley; and
32	WHEREAS, to lessen the risk of the spread of COVID-19 the Centers for Disease
33	Control and Prevention ("CDC") has recommended that gatherings of people be limited to ten

(10) or fewer people, as well as recommending public social distancing standards of at least
 six (6) feet between people in public; and

WHEREAS, given the current federal and State recommendations to curtail exposure to COVID-19 to the extent possible, the Town of Paradise Valley, while remaining open virtually, has closed its Town Hall buildings to the public and has limited public meetings of the public bodies of the Town to remote electronic access; and

WHEREAS, Arizona Governor Doug Ducey has issued a number of executive orders
that initially required that certain businesses within Arizona close and that others curtail their
services, such as restaurants being curtailed initially to delivery, drive-up, and take out
services only; and

WHEREAS, Arizona Governor Doug Ducey further issued an executive order that closed schools in March 2020 and the Governor recently stated that schools could potentially reopen within social distancing guidelines; and

WHEREAS, some businesses subject to the executive orders issued by Governor Ducey have been deemed essential and have been required to remain open, while others are permitted to remain open on a limited basis and under certain restrictions; and

WHEREAS, recent executive orders have established conditions under which certain businesses will now be permitted to reopen, but are being either required or encouraged to maintain only limited services and maintain policies that provide for social distancing; and

WHEREAS, the CDC and the State of Arizona has encouraged churches, schools, resorts and businesses in the Town to lessen the risk of the spread of COVID-19 by cancelling large group meetings and adopting spacing standards consistent with the CDC recommendations, which has led to the cancellation of many church services, closure of church offices, and the closure or restriction of schools and a number of services at resorts,

25 restaurants, and medical businesses in the Town; and

WHEREAS, the rapidly evolving sets of regulations related to the Governor's executive orders and the recommendations from the CDC have led some churches, schools, resorts, medical offices, and other businesses to request temporary banner signs to advise their members, guests, students, and patrons that they are closed temporarily, have alternate online service options, or are open for only a limited range of services; and

6 WHEREAS, based on the need to create guidance to members, guests, students and 7 patrons regarding appropriate social distancing on-site, some churches, resorts, schools, 8 medical offices, and other businesses may need additional on-premise signage to direct their 9 members, guests, students and patrons for parking, creating spacing in lines or check-in 10 points, and other such advisory signage ("On-Premise Signage") that will not be needed once 11 the social distancing guidance is relaxed or modified; and

WHEREAS, in anticipation of the potential for restrictions on school, businesses, and SUP property operations being modified so that these facilities may reopen so long as social distancing and other measures are implemented, the Town has received a request to use and place onsite a temporary storage container to house furniture and equipment that is being removed so as to create appropriate distancing in order to comply with CDC recommendations; and

WHEREAS, in order to maintain social distancing some churches, resorts, schools, medical offices, and other businesses may need to request temporary tents so that members, guests, students and patrons will have a shaded or protected area for curbside pickups, and/or waiting areas necessary as a result of social distancing guidelines; and

WHEREAS, pursuant to Town Code Section 3-7-4, the Town Council has the power to make, amend, and rescind regulations, not inconsistent with regulations promulgated by the Governor, necessary for civil preparedness, which regulations shall have the full effect of an Ordinance when a copy is filed in the office of the Town Clerk and has been posted by 1 direction of the Town Clerk in three or more public places within the Town; and

2 WHEREAS, given the public health concerns noted above this Resolution should take
3 effect immediately upon its adoption.

4 NOW, THEREFORE, BE IT RESOLVED that:

Pursuant to Town Code Section 3-7-4, the Town Council hereby amends the 5 1. 6 provisions of Town Zoning Ordinance Sections 2510(7) and 1104 et. seq. as follows: a. From March 17, 2020 until the Town Council decides to rescind or modify 7 the terms of this Resolution (the "Pandemic Period") the use of banner 8 signs at Special Use Permit properties is hereby modified and amended as 9 follows: (1) banner signs installed and used during the Pandemic Period 10 shall not be counted towards the limitation in Zoning Ordinance Section 11 2510(7) of sixty (60) days of banner sign usage for SUP properties; (2) the 12 requirement in Zoning Ordinance Section 2510(7) that a banner sign that 13 is displayed for more than seven (7) consecutive days "not be displayed 14 until 14 days have elapsed" shall not be enforced during the Pandemic 15 Period; and (3) the limitation on banner signs per SUP property in Section 16 17 2510(5) to "to no more than one at a time" shall be modified to now allow up to two banner signs; provided, however, that all other Zoning Ordinance 18 provisions related to banner signs shall remain in effect during the 19 20 Pandemic Period.

b. During the Pandemic Period, notwithstanding any provision in the Town
Code or Zoning Ordinance, the use of On-Site Signage at SUP properties
shall be permitted provided that the On-Site Signage is not visible from
any street, alley, or public property and is limited to only those signs
necessary to direct members, guests, students and patrons regarding social

distancing policies and processes for directing, parking, creating spacing 1 in lines or check-in points, and other related advisory signage. 2 3 c. During the Pandemic Period the installation of a temporary storage containers at SUP properties shall be permitted as an additional temporary 4 5 use under Section 1104 and 1104.3 provided such containers are used to store furniture and equipment so that classrooms, cafeterias, restaurants, 6 lobbies, meeting rooms, or office space can be arranged with appropriate 7 spacing consistent with the CDC recommendations; and further provided 8 that the usage of temporary storage containers shall be limited to the 9 minimum needed in order to temporarily store necessary furniture, The 10 location of the temporary storage containers shall first be approved by the 11 Town Manager and located such that their impacts on adjoining residential 12 properties are objectively minimized, with respect to setback, height, 13 visibility from the right-of-way or adjoining residential homes, color of the 14 storage container, screening, etc.. 15 d. During the Pandemic Period the installation of a temporary tents on any 16 17 SUP property required to better promote social distancing shall be permitted as an additional temporary use under Section 1104 and 1104.3 18 provided that such temporary tent uses are limited to a showing that the 19 20 temporary tents and/or other temporary facilities are needed to promote social distancing regulations, are limited to the minimum needed in order 21 to address the impacts of social distancing, and are first approved by the 22

- Town Manager and located such that their impacts on adjoining residential properties are minimized.
- 25 2. The Town Manager is hereby authorized to waive the temporary use permit

23

24

1	application fees for temporary storage containers, temporary tents and other temporary
2	facilities as needed during the Pandemic Period.

- 3 3. The regulations amended pursuant to this Resolution are not inconsistent with 4 regulations promulgated by the Governor, are necessary for civil preparedness, and 5 shall have the full effect of an Ordinance when a copy of this Resolution is filed in the 6 office of the Town Clerk and posted by the Town Clerk.
- In the event that this Resolution is rescinded or modified, those SUP properties that
  have erected banners, temporary on-site signage, temporary storage containers, tents
  or other temporary facilities shall have thirty (30) days after the effective date of the
  rescission or modification to bring their properties into compliance.
- An emergency is hereby declared to exist such that this Resolution shall take effect
  immediately upon its adoption and filing.
- 13 PASSED AND ADOPTED by the Mayor and Council of the TOWN OF PARADISE
- 14 VALLEY, Arizona, this 14th day of May, 2020.

	5 5,
	Jerry Bien-Willner, Mayor
ATTEST:	
Duncan Miller, Town Clerk	
APPROVED AS TO FORM	li
Andrew M. Miller Torres At	
Andrew M. Miller, Town At	lorney



Action Report

### File #: 20-198

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill B. Keimach, Town Manager Duncan Miller, Town Clerk

DEPARTMENT: Town Manager

AGENDA TITLE: Consideration of Requests for Future Agenda Items

Council Goals or Other Policies / Statutory Requirements: Resolution 2018-09: Town Council Rules of Procedure

**RECOMMENDATION:** 

Review the current list of pending agenda topics.

#### SUMMARY STATEMENT:

Attached is the most recent Town Council Study Session Topic Schedule. Pursuant to the Council's Rules and Procedures, as adopted by Resolution Number 2018-09, any member of the Council may move to have the Town Manager add an item to a future agenda. Upon concurrence of two or more Council Members, which may include the Mayor, the item will be added to the pre-business meeting study session agenda within the next two regularly scheduled Town Council meetings.

Discussion on the motion to add an item to a future agenda shall be limited to the propriety of placing the item on an agenda and shall not include discussion on the merits of the topic itself.

BUDGETARY IMPACT: None

ATTACHMENT(S): Future agenda topics schedule

## TOWN COUNCIL STUDY SESSION TOPIC SCHEDULE May 8, 2020

05/28	06/11	06/25	08/20
<b>3 PM EXECUTIVE SESSION</b>	<b>3 PM STUDY SESSION</b>	<b>3 PM STUDY SESSION</b>	SPEICAL MEETING 8:30 AM?
Experience Scottsdale	• Options for Cut through Traffic		
Mountain Shadows	Experience Scottsdale Contract	EXECUTIVE SESSION	ACTION ITEMS
Agreement	<ul> <li>Training, Rules &amp; Procedures,</li> </ul>		• Canvass of the Vote
Town Manager & Town	& Ongoing Education	PLEDGE LEADER	
Attorney Annual Review	EXECUTIVE SESSION		
STUDY SESSION	<ul> <li>Town Manager &amp; Town</li> </ul>	PRESENTATION	
SUP Guidelines	Attorney Annual Review	CONSENT	
Lincoln Drive Median	Experience Scottsdale Contract	CONSENT	
Contract	PLEDGE LEADER	PUBLIC HEARING	
• Stormwater	PRESENTATION	PUDLIC HEAKING	
Management/Regulations	CONSENT	ACTION ITEMS	
(Curbing)	• Cancel June 25 <sup>th</sup> Meeting &	ACTION ITEMS	
Floodplain Ordinance	Call Special Meeting for	STUDY SESSION CONTINUED	
Crown Castle SUP	August 20 to Canvass the	STODT SESSION CONTINUED	
PLEDGE LEADER	Primary Election		
	• Resolution Designating CFO to		
PRESENTATION	file Annual Expenditure		
<ul> <li>Legislator/Supervisor</li> </ul>	Limitation Reports		
Updates - 60 Min	Luke/Invergordon Subdivision		
CONSENT	Signs		
Mountain Shadows	Town Manager Employment		
Agreement for Left Turn on	Agreement Amendment		
Lincoln Drive	SPECIAL MEETING/ PUBLIC		
• Approve IGA with Maricopa	HEARING		
County for Animal Care and Control	Adoption of Final Budget		
Control	• ACTION ITEMS		
PUBLIC HEARING			
	Lincoln Drive Median     Construction Construct		
Medical Marijuana     Ordinance	Construction Contract		
Crown Castle SUP	Experience Scottsdale Contract		
ACTION ITEMS	Sewer Repair Contract		
Adoption of Tentative FY	Floodplain Ordinance     STUDY SESSION CONTINUED		
2021 Budget	STUDY SESSION CONTINUED		
STUDY SESSION CONTINUED			

09/10	09/24	10/08	10/22
<b>3 PM STUDY SESSION</b>			
EXECUTIVE SESSION	EXECUTIVE SESSION	EXECUTIVE SESSION	EXECUTIVE SESSION
PLEDGE LEADER	PLEDGE LEADER	PLEDGE LEADER	PLEDGE LEADER
PRESENTATION	PRESENTATION	PRESENTATION	PRESENTATION
CONSENT	CONSENT	CONSENT	CONSENT
PUBLIC HEARING	PUBLIC HEARING	PUBLIC HEARING	PUBLIC HEARING
ACTION ITEMS	ACTION ITEMS	ACTION ITEMS	ACTION ITEMS
STUDY SESSION CONTINUED	STUDY SESSION CONTINUED	STUDY SESSION CONTINUED	STUDY SESSION CONTINUED

<ul> <li>ems to be scheduled</li> <li>Appointments to Committees, Commissions, and Boards</li> <li>Smoke Tree Resort SUP (Community Development)</li> <li>Cell Service Task Force Update (Mayor / Manager)</li> </ul>	<ul> <li>Scooter/Bike Share Policy (Manager)</li> <li>Council Minutes Policy (Manager)</li> <li>Design Contract for Public Works/Engineering Building</li> <li>Award of Contract for Pavement Management Program</li> </ul>
<ul> <li>Cell Infrastructure on SUP</li> <li>MCI Wireless Proposal (Attorney)</li> <li>Ordinance – Amending Chapter 12 Municipal Court (Court)</li> <li>Historic Property Recognition Program (Manager)</li> </ul>	<ul> <li>Award of Contract for Pavement Management Program</li> <li>Crown Castle Agreement (Attorney)</li> <li>Investment Policy (Finance)</li> <li>Towing Services Contract (Attorney)</li> <li>General Plan (Community Development)</li> <li>Alarm Ordinance (Police Department)</li> </ul>



Action Report

#### File #: 20-202

### TO: Mayor Bien-Willner and Town Council Members

- FROM: Jill Keimach, Town Manager Douglas Allen, CPA Jeremy Knapp, Community Development Director Paul Mood, Town Engineer Jason Harris, Capital Projects Administrator
- DATE: May 14, 2020

**DEPARTMENT:** Finance

#### AGENDA TITLE:

Information, discussion and direction on the Town's Recommended Budget for Fiscal Year 2020/21 (Beginning July 1, 2020 and Ending June 30, 2021) and Capital Improvement Plan for Fiscal Years 2019/20 through 2024/25

#### **RECOMMENDATION:**

To receive information and provide direction to staff for incorporation into the Final Budget

#### SUMMARY STATEMENT:

Guided by the long-standing traditions of Paradise Valley's solid fiscal policy and prudent budgeting lead by the Mayor, Town Council and Management, the Town has saved and set-aside sufficient resources for fiscal emergencies to maintain Town services.

In March 2020, the Town experienced sharp revenue drops that were abrupt, extremely deep and with the duration for rebound and recovery still uncertain.

Local tourism activity revenues are received by the Town two months in arrears. The biggest months for Tourism activity revenues are March and April. Although actual revenues will not be known by the Town until May and June, respectively, we do know they will be drastically lower than normal.

From July 2019 through February 2020, the Town experienced elevated tourism and was on-track to exceed its minimum revenue goal for the current fiscal year ending June 30, 2020. Though the Town could sustain a 25% drop in tourism the rest of the fiscal year and meet the minimum revenue goal, the recent drop in tourism is much deeper. As a result, the Town will fall short of its minimum revenue goal.

To maintain the high standard of Town services, Town Management and all Departments are identifying various mitigating financing options to address this, and other possible shortfalls over a longer-term for discussion with the Mayor and Council during the next few Council meetings.

The following information was provided for the April 23<sup>rd</sup> Council meeting:

- u FY2021 Outlook
- u Operating Fund summary
- u Revenue scenarios
- u Reserve balances
- u Contingencies
- u Funding strategies

The remaining components of the Town Budget and timeline are outlined below.

### I. AVAILABLE FRIDAY MAY 8<sup>TH</sup>

- Enterprise and other program budgets
  - Enterprise budgets (Alarm, Fire and Wastewater)
  - Public transportation (ALF)
  - Tourism
  - Grants and donations
  - Public Safety Retirement System (PSPRS)
  - Contingencies (Expenditures)
  - CIP financing and debt service
- Capital Improvement Plan

#### II. AVAILABLE BY TUESDAY MAY 12<sup>th</sup>

- Revenues
- Contingencies (Revenues)
- Executive summaries

### III. AVAILABLE BY JUNE

- State required budget forms
- Resolution for Tentative Budget Adoption
- Resolution for Final Budget Adoption
- Mandated PSPRS Funding Policy

### IV. CAPITAL IMPROVEMENT PLAN

### File #: 20-202

The CIP is a multivear plan which identifies and prioritizes the Town's anticipated capital needs over the next five years. It is adopted as a part of the budget resolution and presented as a separate section of the budget document. Capital projects differ from annual operating expenses in that they involve large dollar amounts (greater than \$100,000), may require special financing, occur at irregular intervals, and involve development of assets expected to have at least a 3-year useful life span.

Town staff annually reviews and updates the CIP; however, only the current year schedule (Fiscal Year 2021), when adopted by Town Council, is incorporated into the annual operating budget. The future year expenditure forecast aids in capital repairs, replacements, and acquisitions which allow for prudent and strategic financial planning. However, identification of a project in the CIP does not guarantee construction. In fact, several variables can impact a project as it advances toward design and construction, such as timing, costs, right of way acquisition, coordination with other public or private entities, public participation, and financial outlook.

In 2019, Town Council and staff implemented a new CIP process to improve how capital projects are considered, evaluated, and prioritized over the next five to ten years, starting with Fiscal Year 2020, which began July 1, 2019.

This year's CIP evaluation committee was made up of seven Town staff members representing one member from each department, except Courts. Using the new scoring criteria presented to the Town Council on March 14, 2019, the committee evaluated thirty-three projects being considered in the upcoming 5-Year CIP and the results based on the three categories (High, Medium, Low) are as follows:

- 11 projects scored greater than 7.0
- 17 projects scored between 4.0 to 6.9
- 5 projects scored less than 4.0

(High, range 7 to 10) (Medium) (Low)

- 2 projects recommended for deferral

The two projects being recommended for deferral beyond 5-years due to availability of other fund sources are:

- SRP 38th St & Bethany Home Rd Underground Conversion, 2026, \$3,700,000
- SRP 40th St & Lincoln Dr Underground Conversion, 2029, \$3,700,000

Moreover, due to uncertainty of the Town's forecasted revenues, nine projects, which amount to \$2,900,000, are proposed to be deferred from FY21, in order of future fiscal year are as follows:

- 1. Miscellaneous Drainage Improvements (various locations), FY22, \$200,000
- 2. Public Works / Engineering Remodel, FY22, \$1,500,000
- 3. Police Department Remodel, FY22, \$125,000 (design)
- 4. 56<sup>th</sup> St & Doubletree Ranch Rd Intersection Improvement, FY22, \$125,000
- 5. Lincoln Dr & Tatum Blvd Intersection Improvement, FY23, \$230,000
- 6. 56<sup>th</sup> St Sidewalks: Mockingbird to Doubletree Ranch, FY24, \$90,000 (design)
- 7. Tatum Sidewalks: Doubletree Ranch to Mountain View, FY24, \$30,000 (design)

### File #: 20-202

- 8. RWC Fiber Connection (Lincoln Dr) Phase I conduit only, FY25, \$200,000
- 9. RWC Fiber Connection (Lincoln Dr) Phase II fiber, FY25, \$400,000

The FY21 projects being recommended are based on the following, in no particular order:

- 1. Leverage other funding sources (Five Star, SRP, Flood Control District)
- 2. Contractual mandate (Five Star DA, Highlands Dr Easement Agreement)
- 3. Protect health & safety of the Town (Sewer, License Plate Reader)
- 4. Prevents irreparable damage to existing facilities (Lincoln Dr)
- 5. Project coordination:
  - Lincoln Drive mill & overlay scheduled FY22
  - City of Phoenix water line on Mockingbird Ln: 56<sup>th</sup> St to Invergordon Dr

All of the FY21 projects proposed on Lincoln Dr were evaluated and recommended to be completed prior to the Town's mill and overlay project on Lincoln Dr currently scheduled in Summer 2021.

All thirty-three projects being considered in the upcoming 5-year CIP along with their associated score can be seen in the attached presentation.

### V. STATE BUDGET FORMS

- State forms provide the authority to spend; but it's not a mandate to do so.
- State budget forms set the maximum a municipality can spend in that fiscal year.
- Even if more resources become available, if expenditures are not budgeted, can't be spent
- Any carry forward balances from CIP, must be re-budgeted on the forms.
- Contingencies help fill gaps for flexibility and adaptability of service priorities and fluctuations in revenues.
- The latest the Tentative budget can be adopted without a property tax is July 20.

### VI. STRATEGIC REVENUE PLAN

As part of last year's FY2020 budget, the Town introduced a Strategic Revenue Plan. The Strategic Revenue Plan was inspired by a Mayor's initiative and the long-standing traditions of Paradise Valley's values and directives for fiscal prudence and stability. The report brought together an ASU graduate students' "Paradise Valley Revenue Risk Assessment" study, GFOA recommended practices, the Town's revenue analysis, and the annual financial forecast and budget preparation. The Strategic Revenue Plan looked at specific revenue trends, their basis and how likely risk factors could influence their performance and would impact the Town's governmental operations, obligation repayments and capital improvement plans. This helped determine the Town's ability to withstand shocks and stress in revenues while maintaining services over a recovery period.

With using the stress test from FY2020, Town staff are prepared to deal with a shock to the revenue stream in FY2021 and has used the plan as a starting point for addressing today's crisis.

However, the stress test model in FY2020 used previous economic down turns of which none were as deep or rapid in revenue decline and the duration for a rebound was not as uncertain as the Town, the State and the Nation are currently experiencing.

In FY2021, the stress test isn't academic as in FY2020's "what if" document. In FY2021, the stress test is the budget and operations.

### VII. BUDGET CALENDAR

APRIL 23 - OPERATING FUND		Modified April 21, May 8, 2020		MAY 14 - ALL FUNDS				
DAY 1	Work session	Time	CONS	IDERATIONS & ACTION	ONS	DAY 2	Work session	Time
FY2021	Outlook *	0:15				Follow	up from Day 1	0:05
Introduc	tion			MAY 28		Revenue update **		0:10
Budget	document overview	0:05	DAY 4	Regular Session		Executi	ve summary **	0:10
Revenue	e scenerios *	0:10	Tentati	ve budget discussion		Enterp	ises	
Reserve	balances *	0:05	Resolut	ion:		Alarm		0:05
Funding	g strategies *	0:05	Adopt	tentative budget FY2O2	21	Fire		0:03
Operati	ing Fund summary *	0:10				Waste	water	0:03
FTEs, PS	PRS, Contingencies *	0:10		JUNE 11		Other p	programs	
Central s	services		DAY 5a	Special Session		Public transit & Tourism		0:04
Finance	office	0:05	Public hearing & discussion		Grants and donations		0:02	
Informa	ation technology	0:10	Resolution:		Contingencies		0:03	
Develop	ment		Final b	oudget adoption 2021	1 CIP Financing & Debt service		0:10	
Plannir	ng & Building	0:20			Capital	Improvement Plan**	0:50	
Enginee	ering	0:15	JUNE 11		Directio	on from Council	TBD	
Public	works	0:15	DAY 5b	Regular Session		ESTIMAT	ED TIME	1:45
Public safety		Tentati	ve Resolutions FY2021	:				
Munici	pal court	0:20	Adopti	on of PSPRS policy			MAY 28	
Police of	department	0:30	Adopti	on of Financial policie	es	DAY 3	Work session	Time
Leaders	hip		Adopti	on of Strategic revenue	e plan	Follow	up from Day 1 & 2	0:15
Town at	ttorney	0:10	Resolut	ions FY2020:		Fundir	ng strategies update	0:05
Town m	anager	0:10	Budget	t amendments 2020		State f	orms	0:05
Mayor	and Council	0:15				Change	s to recommended	0:20
Direction	n from Council	TBD	* inform	nation available by Apri	il 21st	Directio	on from Council	TBD
ESTIMATE	DTIME	3:30	** information available by May 12th ESTIMATED TIME		ED TIME	0:45		

### ATTACHMENT(S):

- 1- Enterprise and Other Program Budgets in PDF
- 2- Capital Improvement Plan Summary
- 3- Capital Improvement Projects Revenue summary - available by Tuesday May 12<sup>th</sup> Executive summary - available by Tuesday May 12<sup>th</sup>

File #: 20-202

## ENTERPRISE AND PROGRAM BUDGETS FY2020/21



May 14<sup>th</sup>, 2020

1

APR	IL 23 - OPERATING FU	JND
DAY 1	Work session	Time
FY2021	. Outlook *	0:15
Introdu	ction	
Budget	t document overview	0:05
Revent	ue scenerios *	0:10
Reserv	e balances *	0:05
Fundir	ng strategies *	0:05
Opera	ting Fund summary *	0:10
FTEs, F	SPRS, Contingencies *	0:10
Central	services	
Financ	e office	0:05
Inform	nation technology	0:10
Develo	pment	
Planni	ing & Building	0:20
Engine	ering	0:15
Public	works	0:15
Public s	afety	
Munic	ipal court	0:20
Police	department	0:30
Leaders	ship	
Town a	attorney	0:10
Town r	manager	0:10
Mayor	and Council	0:15
Directio	on from Council	TBD
ESTIMAT	ED TIME	3:30

Modified April 21, May 8, 2020				
CONS	DERATIONS & AC	TIONS		
	MAY 28			
DAY 4	Regular Session			
Tentativ	/e budget discussio	n		
Resolut	ion:			
Adopt	tentative budget FY2	2021		
	JUNE 11			
DAY 5a	Special Session			
Public P	nearing & discussio	n		
Resolut	ion:			
Final b	udget adoption 202	21		
	JUNE 11			
DAY 5b	Regular Session			
Tentati	ve Resolutions FY20	)21:		
Adopti	on of PSPRS policy			
Adopti	on of Financial pol	icies		
Adoption of Strategic revenue plan				
Resolutions FY2020:				
Budget amendments 2020				
* information available by April 21st				
** inforn	nation available by I	May 12th		

	MAY 14 - ALL FUNDS					
DAY 2	Work session	Time				
Follow	up from Day 1	0:05				
Revenue	e update **	0:10				
Executiv	ve summary **	0:10				
Enterpr	ises					
Alarm		0:05				
Fire		0:03				
Waste	water	0:03				
Other p	Other programs					
Public	0:04					
Grants	0:02					
Contin	0:03					
CIP Fina	0:10					
Capital	0:50					
Directio	on from Council	TBD				
ESTIMAT	1:45					
MAY 28						
DAY 3	Work session	Time				
Follow up from Day 1 & 2 0:15						
Eurodia	og strategies undate	0.05				

	100011-28		
DAY 3	Work session	Time	
Follow	0:15		
Fundir	0:05		
State f	0:05		
Changes to recommended 0:2			
Directio	TBD		
estimat	0:45		

## **Enterprise and Program Budgets**

## **Table of Contents**

## ENTERPRISE / PROGRAM AND PAGE #

3

Legal Documents (Total Expenditures / Expenses) Annual Expenditure Limitation				
Enterprises				
Alarm				
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Programs				
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Tourism				
Grants and donations	;			
Public Safety Retirement (PSPRS)				
Contingencies 47				
Capital Improvement Program (CIP)				
CIP Financing and Debt Service 50	3			
CIP Summary and Projects 61				

## **DEPARTMENT PRIORITIES**

The FY2021 Recommended department budgets have a built-in mechanism to fluidly transition back to their 2019 service levels as the Town's revenues rebound.

**PRIORITY ONE:** Is the base budget, vital, mandated, or primary service(s) that has a direct impact on residents. But not to keep pace with an increase in demands. July1

**PRIORITY TWO:** Has an impact on Town operations and delivery of service, keeps pace with demands. Oct

**PRIORITY THREE:** Represents where a department was heading in February '20. Poised to resume, but not likely to materialize for all requests in FY2021. Jan-Mar

Going beyond the Town's stress test, preparations are being made to mitigate if the Town's overall revenue recovery is an elongated "L-shape" curve leading to necessitating further budget and service reductions.

## **Expenditures / Expenses** I. Annual Expenditure Limitation

AEL Table 1: Annual Expenditure Limitation Total		AEL Table 2: Annual Expenditure Limitation	Total
for EXPENDITURES (PRIORITY ONE)	2020/21	for TOTAL BUDGET (STATE FORMS)	2020/21
1 Total priority one expenditures	\$ 43,444,648	11 Priority one expenditures subject to AEL (Line 8)	32,179,669
2 Quasi-external transactions (Town paying sewer)	(10,220)	12 Total contingencies	20,700,723
3 Grants & donations	(171,845)	13 Grants and donations contingency	(1,100,115)
4 Repayment of excise tax proceeds	(2,208,028)	14 Use of excise tax proceeds contingency	(8,003,600)
5 HURF FY2021 in excess of FY1980 revenue	(454,886)	15 HURF revenue if "U or V" curve contingency	(417,616)
6 Third party pass-through reimbursement	(115,000)	16 Total Budget subject to AEL	43,359,061
7 Third party reimbursed capital projects (CIP)	(8,305,000)	17 EEC limit for Paradise Valley	43,359,061
8 Priority one expenditures subject to AEL (Line 11)	32,179,669	18 Sub total (over) under	-
9 EEC limit for Paradise Valley	43,359,061	19 Use of Carry forward exemptions	-
10 Amount (over) under before contingencies	11,179,392	20 Amount under exp. limit	-

▶ Figures in BLUE figures are presented on the next schedule.

- Figures in *ITALICS* are embedded in other line items; separate calculations
- "Annual Expenditure Limitation" is a State legislative spending cap.
   "State Forms" set the maximum spending for the year. Even if additional resources become available, the total Council adopted amount can not be available.

## Expenditures / Expenses

5

## II. Presented on State Forms

	General &	Court	Capital	Debt	Grants &	Alarm	Fire	Wastewater	Wastewater	2020/21
EXPENDITURES	HURF	Grants	Projects	Service	Donations	Services	Services	Funds	Impact fees	Total
Community development	\$ 2,330,961	-	-	-	-	-	\$ 94,970	\$ 64,845	-	\$ 2,490,776
Finance department	667,981	-	-	-	-	\$ 6,316	60,827	37,552	-	772,676
Information technology	888,953	-	-	-	-	11,235	-	-	-	900,188
Mayor, Council, Boards, Comm. & \	/ 157,120	-	-	-	-	-	-	-	-	157,120
Public works fleet and facilities	896,914	-	-	-	-	-	20,698	-	-	917,612
Streets & pavement plan	1,449,905	-	-	-	-	-	-	-	-	1,449,905
Tourism	1,982,741	-	-	-	-	-	-	-	-	1,982,741
Town attorney's office	705,222	-	-	-	-	-	21,804	17,340	-	744,366
Town manager's office	1,430,506	-	-	-	-	-	-	-	-	1,430,506
Municipal court	759,281	\$ 152,500	-	-	-	-	-	-	-	911,781
Police department	8,746,781	-	-	-	\$ 50,000	101,253	30,418	-	-	8,928,452
Enterprise and non-departmental	-	-	-	-	121,845	46,330	3,150,265	1,908,057	-	5,226,497
Debt service: principal	-	-	-	\$2,040,000	-	-	-	-	-	2,040,000
Debt service: interest and fees	-	-	-	168,028	-	-	-	-	-	168,028
CIP (New funding in 2021)	-	-	\$ 2,910,000	-	-	-	-	-	-	2,910,000
CIP (Prior year's carried forward)		-	3,104,000							3,104,000
CIP (Private party reimbursed)	-	-	8,305,000	-	-	-	-	1,005,000	-	9,310,000
CIP use of proceeds	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	20,016,365	152,500	14,319,000	2,208,028	171,845	165,134	3,378,982	3,032,794	-	43,444,648
Contingencies (Priority one)	905,000	20,000	590,000	-	100,115	20,000	90,000	28,000	-	1,753,115
Contingencies (Other priorities)	9,944,008	-	8,003,600	-	1,000,000	-	-	-	-	18,947,608
TOTAL BUDGET 2020/21*	\$ 30,865,373	\$ 172,500	\$ 22,912,600	\$2,208,028	\$1,271,960	\$185,134	\$ 3,468,982	\$ 3,060,794	\$ -	\$64,145,371
PRIOR YEAR'S BUDGETS:										
Adopted Budget 2019/20	\$ 43,010,173	\$ 475,713	\$15,525,067	\$2,764,614	\$ 253,153	\$185,000	\$3,335,239	\$ 2,757,237	\$ 25,000	\$68,331,196
Adopted Budget 2018/19	30,791,116	263,038	17,189,563	1,257,673	180,184	339,968	3,156,000	2,191,958	25,000	55,394,500
Adopted Budget 2017/18	28,868,400	161,700	15,946,400	1,101,400	103,000	631,400	3,226,800	2,311,200	50,000	52,400,300
Adopted Budget 2016/17	21,957,851	204,438	8,862,069	1,115,997	290,000	413,500	2,900,154	2,416,709	50,000	38,210,718
	Address of the second se	and the second sec	and the second se	and the second se	and the second se					

## ALARM SERVICES FY2020/21



## **PVPD MISSION**

To provide high quality police services to our community, reduce crime and the fear of crime, by working with all citizens, preserve life, protect property, promote individual responsibility and encourage community involvement.

## **PVPD VISION**

To Maintain a strong Police-Community partnerships to keep our neighborhoods crime free and to eliminate fear of crime in our community.

## ALARM SERVICES DESCRIPTION

Alarm Monitoring oversees the day-to-day operations of the Town's Police Alarm Monitoring (PAM) subscription service. Residential alarm signals are directly monitored, dispatched, and responded to by Paradise Valley Police Officers. Paradise Valley is one of the few municipalities in the nation offering this unique service to its residents.

In addition to fielding account questions from subscribers and working with field technicians to test incoming signals, Alarm Monitoring is also responsible for false alarm fine assessment and collections.

The Town Council recently made the decision to take on new alarm subscribers to our police monitored alarm account. Please contact Alarm Monitoring Office.

## **Alarm Services**

## II. Goals, Highlights and Stats

## HIGHLIGHTS

- Introduced Enhanced Call Verification (ECV) to alarm companies-requesting 2 calls to subscribers prior to PVPD contact.
- Approximately three percent growth through new subscribers since May 2019.
- Projected \$150,000 in FY 20 alarm subscriber revenues, with projected costs of \$130,000.

## GOALS

- Proactively communicate with subscribers the sunset of 3G panels by Uplink.
- Market Police Alarm Monitoring including Next-Generation services to continue subscriber base.

## **Alarm Services**

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## **III. Accounting and Fee Schedule**

## **ENTERPRISE ACCOUNTING**

Alarm Services is considered an "Enterprise" fund (often referred to as a "Proprietary" fund).

The Alarm Services enterprise is predominantly selfsupporting and accounts for services rendered to the public on a fee basis that more resembles the private sector, than a governmental program.

The rate structure for residential and commercial alarm customers is designed to cover costs of providing alarm services.

The accounting basis for the Alarm fund is full "accrual" basis that has a measurement focus on determination of income and financial position; and uses business terms such as "income" & "expense".

### **Town of Paradise Valley Police Department**

Alarm Monitoring Services

Service Type	# of Entry Points	Total Charge		
Telephone (installed via phone line)	1-24	\$35.00		
Cellular Digital Back-up (wireless)	1-24	\$35.00		
Telephone & Digital Back-up (both)	1-24	\$45.00		
Telephone	25 & greater	\$40.00		
Cellular Digital Back-up	25 & greater	\$40.00		
Telephone & Digital Back-up	25 & greater	\$50.00		
Yard Signs	912	\$4.00		
False Ala	rm Assessment			
First False Alarm Response	Free			
Second & Subsequent False	Alarms \$100.00 per	response		

## <sup>10</sup> Alarm Services

## **IV. Expenses and Fund Balance**

**Fund balance** remains strong at 280% of operating expenses. The decrease in expenses from 2017/18 to 2020/21 is from the re-assessing how costs are allocated to the Alarm fund that best reflects services provided by Town departments. **Personnel** expenses are services from the Police, Information technology and Finance departments.

**Supplies and services** budget for 2020/21 shows an increase compared to last year's *projected actual*. But is lower than last year's budgeted, as shown below.

EXPENSES BY	Budget	Budget	Char		Change	Projected	Actual	
CATEGORY	2020/21	2019/20	\$		%	2019/20	2018/19	
otal Personnel *	\$ 118,804	\$ 110,458	\$ 8	B,346	8%	\$ 110,458	\$ 257,468	
Radio and service fees	11,830	11,830		-	0%	9,473	6,719	
IT Software	4,500	4,500		-	0%	-	-	
Professional services	15,000	15,000		-	0%	8,690	11,977	
IT Hardware	14,000	14,000		-	0%	-	-	
Operating contingency	20,000	28,212	(8	8,212)	-29%	-	-	
Other supplies & services	1,000	1,000		-	n/a	554	-	
otal Supplies & Services	66,330	74,542	(8	B,212)	-11%	18,717	18,696	
Total Expenses	\$ 185,134	\$ 185,000	\$	134	0%	\$ 129,175	\$ 276,164	

ALARM Table 1 - Change in Fund Balance									
Income, Expenses	Budget	Projected	Actual						
and Fund Balance	2020/21	2019/20	2018/19						
Operating Income	\$ 155,000	\$ 150,165	\$ 143,073						
Less: Personnel costs	(118,804)	(110,458)	(257,468)						
Less: Supplies and services	(66,330)	(18,717)	(18,696)						
Change in fund balance	(30,134)	20,990	(133,091)						
Beginning fund balance, July 1	549,330	528,340	661,431						
Ending fund balance, June 30	\$ 519,196	\$ 549,330	\$ 528,340						
% of operating expenses	280%	425%	191%						

**Budget-to-Budget Expenses** increased by \$134.

**Personnel** increased by 8% resulting from the current allocation of staff's services

Supplies and services: The net budget to budget decrease of 11% is a result of aligning Contingency with budget expenses

\*\* Personnel costs are allocated via an administrative allocation

# <sup>11</sup> Appendix: Line Items

	PRIORITY		_				2020/21	
ALARM SERVICES	ONE	BUDGET	CHANGE IN		PROJECTED	ACTUAL	CONTIN	GENCY
ACCOUNT TITLE	2020/21	2019/20	AMOUNT	%	2019/20	2018/19	TWO	THREE
ALARM SERVICE FEE	\$ 155,000	\$ 185,000	\$ (30,000)	-16.2%	\$ 150,165	\$ 143,073	-	-
TOTAL REVENUE	155,000	185,000	(30,000)	-16.2%	150,165	143,073	-	-
ADMIN FEE ALLOCATION	118,804	110,458	8,346	7.6%	110,458	257,468	-	-
TOTAL PERSONNEL	118,804	110,458	8,346	n/a	110,458	257,468	-	-
RADIO SERVICE FEES	9,000	9,000	-	0.0%	7,000	6,719	-	-
SOFTWARE MAINTENANCE CONTRACT	4,500	4,500	-	0.0%	-	-	-	-
GENERAL PROFESSIONAL SERVICES	15,000	15,000	-	0.0%	8,690	11,977	-	-
BILL PROCESSING FEES	300	300	-	0.0%	201	-	-	-
BANK SERVICE CHARGES	750	750	-	0.0%	565	-	-	-
CREDIT CARD & EFT EXPENSE	1,780	1,780	-	0.0%	1,707	-	-	-
COMPUTER HARDWARE MAINTENANCE	4,000	4,000	-	0.0%	-	-	-	-
POSTAGE FOR MONTHLY BILLINGS	1,000	1,000	-	0.0%	554	-	-	-
BAD DEBT EXPENSE	-	-	-	n/a	-	-	-	-
COMPUTER HARDWARE	10,000	10,000	-	0.0%	-	-	-	-
OPERATING CONTINGENCY	20,000	28,212	(8,212)	-29.1%	-	-	-	-
TOTAL SUPPLIES & SERVICES	66,330	74,542	(8,212)	-11.0%	18,716	18,696	-	-
TOTAL EXPENDITURES	\$ 185,134	\$ 185,000	\$ 134	0.1%	\$ 129,174	\$ 276,164	<b>\$</b> -	<b>\$</b> -
EXCESS (DEFICIENCY) OF REVENUES								
OVER (UNDER) EXPENDITURES	\$ (30,134)	<u> </u>	\$ (30,134)	n/a	\$ 20,992	\$ (133,090)		
FUND BALANCE:								
BEGINNING	549,333	528,341	20,992	4.0%	528,341	661,431		
ENDING (Estimated)	\$ 519,199	\$ 528,341	\$ (9,142)	-1.7%	\$ 549,333	\$ 528,341		

## FIRE SERVICES FY2020/21



## <sup>13</sup> Fire Services

## I. Purpose

## RATES

Fire Service Rates were designed to recover operating costs, but not the construction costs of the fire stations. The residential rate tiers are based on Residence Square Footage and commercial rates are based on the zoned use of the property.

**Residential Rates:** 

- 3,000 square feet or less
   \$360 annually (\$30 monthly)
- 3,001-6,000 square feet
   \$480 annually (\$40 monthly)
- 6,001 or greater square feet
   \$600 annually (\$50 monthly)
- Vacant Lot \$120 annually (\$10 monthly)

## FIRE SERVICES DESCRIPTION

The Fire Service Enterprise was established to record activity associated with the fire service fee which began January 1, 2013. State Legislation was passed in 2014 that permanently allows the collection of the Town's fee.

The City of Phoenix provides fire services via a contract with the Town in which costs are shared equally. The Town constructed both fire stations with the associated debt service paid from the Town's General Fund.

Emergency medical services are provided by a private company which operates from leased Town property.

# <sup>14</sup> Fire Services

Fire Services is an "Enterprise" fund that is intended to be predominantly self-supporting and accounts for services rendered to the public on a fee basis that more resembles the private sector, than a governmental program.

Fire Service IGA Fee is the agreement with Clearwater Hills and Franciscan Renewal Center and is offset by "Third Party Reimbursements" expense for ½ payments passed to PHX.

FIRE Table 2 - Expenses by CA	TEGORY					
EXPENSES BY	Budget	Budget	Change	Change	Projected	Actual
CATEGORY	2020/21	2019/20	\$	%	2019/20	2018/19
Total Personnel	\$ 228,717	\$ 247,926	\$ (19,209)	-8%	\$ 247,926	\$ 165,602
, Utilities	67,600	64,900	2,700	4%	63,048	58,157
Phoenix IGA	2,819,293	2,646,298	172,995	7%	2,644,668	2,490,242
Professional services	35,300	35,300	-	0%	23,533	25,914
Processing fees	54,400	55,152	(752)	n/a	48,860	-
Operating contingency	90,000	100,284	(10,284)	-10%	-	-
Other supplies & services	173,672	185,379	(11,707)	-6%	163,146	196,942
Total Supplies & Services	3,240,265	3,087,313	152,952	5%	2,943,255	2,771,255
Total Expenses	\$3,468,982	\$3,335,239	\$ 133,743	4%	\$3,191,181	\$2,936,857
Depreciation	165,232	173,732	(8,500)	-5%	173,732	182,156

FIRE Table 1 - Funding by Source										
Funding by	Budget	Projected	Actual							
Source	2020/21	2019/20	2018/19							
Fire service fee	\$2,850,000	\$2,847,359	\$2,846,197							
Fire service IGA fee	245,000	244,288	218,358							
Rental fees	36,000	36,000	36,000							
Reimbursements and other	11,000	19,800	65,176							
Use of (Gain) Fund Balance	326,982	43,734	(228,874)							
Total Sources	\$3,468,982	\$3,191,181	\$2,936,857							
Ending Fund Balance	2,083,070	2,410,052	2,479,716							

Expenses are budgeted to increased by \$133,743 or 4% Personnel decrease by 8% resulting from the current allocation of staff's services Supplies and services: The net increase of 5% is driven by an increase in the PHX IGA costs Depreciation is not a budgeted expense since it is part of "net assets", not "fund balance".

## <sup>15</sup> Appendix: Line Items

FIRE SERVICES	PRIORITY	BUDGET	CHANGE IN		PROJECTED	ACTUAL	2020/21 CONTIN	PRIORITY IGENCY
ACCOUNT TITLE	2020/21	2019/20	AMOUNT	%	2019/20	2018/19	TWO	THREE
FIRE SERVICE FEE	\$2,850,000	\$2,850,000	\$ -	0.0%	\$ 2,847,359	\$2,846,197	-	-
FIRE SERVICE IGA FEE	245,000	245,000	-	0.0%	244,288	218,358	-	-
MISC INTEREST	5,000	5,000	-	0.0%	15,000	43,325	-	-
PROCESS SERVICE FEE - FIRE	1,000	1,000	-	0.0%	1,300	147	-	-
PMT HOUSE RENTAL	36,000	36,000	-	0.0%	36,000	36,000	-	-
THIRD PARTY FIRE SERV REIMBURS	5,000	5,000	-	0.0%	3,500	21,704	-	-
TOTAL REVENUE	3,142,000	3,142,000	-	0.0%	3,147,447	3,165,731	-	-
ALLOCATE ADMINISTRATIVE FEES	228,717	247,926	(19,209)	-7.7%	247,926	165,602	-	-
TOTAL PERSONNEL	228,717	247,926	(19,209)	n/a	247,926	165,602	-	-
WATER	7,000	5,000	2,000	40.0%	6,371	4,001	-	-
FIRE SERVICE FEE	1,200	1,200	-	0.0%	1,200	1,477	-	-
ELECTRICITY	32,000	32,000	-	0.0%	32,532	26,073	-	-
SEWER SERVICE FEES	4,800	4,100	700	17.1%	4,879	4,515	-	-
NATURAL GAS	2,600	2,600	-	0.0%	1,736	2,442	-	-
GENERAL PROFESSIONAL SERVICES	14,500	14,500	-	0.0%	9,277	7,592	-	-
JANITORIAL SERVICE	2,200	2,200	-	0.0%	-	-	-	-
PHOENIX IGA	2,819,293	2,646,298	172,995	6.5%	2,644,668	2,490,242	-	-
BILL PROCESSING FEES	4,000	4,320	(320)	-7.4%	3,662	-	-	-
BANK SERVICE CHARGES	8,000	10,800	(2,800)	-25.9%	7,096	-	-	-
CREDIT CARD & EFT EXPENSE	28,000	25,632	2,368	9.2%	28,000	-	-	-
THIRD PARTY REIMBURSEMENTS	115,000	129,000	(14,000)	-10.9%	110,000	109,004	-	-
GAS & OIL	20,000	20,000	-	0.0%	16,330	19,648	-	-
WEED CONTROL	900	900	-	0.0%	-	137	-	-

## <sup>16</sup> Appendix: Line Items

#### {Concluded}

	PRIORITY							PRIORITY
FIRE SERVICES	ONE	BUDGET	CHANGE IN		PROJECTED	ACTUAL	CONTIN	IGENCY
ACCOUNT TITLE	2020/21	2019/20	AMOUNT	%	2019/20	2018/19	TWO	THREE
PROPERTY INSURANCE	5,117	3,179	1,938	61.0%	4,874	3,088	-	-
VEHICLE INSURANCE	8,555	8,200	355	4.3%	8,148	8,148	-	-
FACILITIES REPAIRS & MAINT	18,500	18,500	-	0.0%	18,000	52,697	-	-
FIRE HYDRANT MAINTENANCE	15,000	15,000	-	0.0%	14,256	16,672	-	-
LANDSCAPE MAINT	1,200	1,200	-	0.0%	-	-	-	-
ENVIRONMENTAL DISPOSAL FEE	1,500	1,500	-	0.0%	2,124	941	-	-
PEST CONTROL	1,500	1,500	-	0.0%	-	1,513	-	-
POSTAGE FOR MONTHLY BILLINGS	14,400	14,400	-	0.0%	10,102	-	-	-
MISCELLANEOUS	20,000	20,000	-	0.0%	20,000	21,064	-	-
BAD DEBT EXPENSE	5,000	5,000	-	0.0%	-	1,999	-	-
OPERATING CONTINGENCY	90,000	100,284	(10,284)	-10.3%	-	-	-	-
TOTAL SUPPLIES & SERVICES	3,240,265	3,087,313	152,952	5.0%	2,943,255	2,771,255	-	-
TOTAL EXPENSES	\$ 3,468,982	\$ 3,335,239	\$ 133,743	4.0%	\$ 3,191,181	\$ 2,936,857	ş -	ş -
EXCESS (DEFICIENCY) OF REVENUES								
OVER (UNDER) EXPENDITURES	\$ (326,982)	\$ (193,239)	\$ (133,743)	n/a	\$ (43,734)	\$ 228,874		
FUND BALANCE:								
BEGINNING	2,435,982	2,479,716	(43,734)	-1.8%	2,479,716	2,250,842		
ENDING (Estimated)	\$2,109,000	\$2,286,477	\$ (177,477)	-7.8%	\$ 2,435,982	\$2,479,716		

## WASTEWATER & IMPACT FEES FY2020/21



#### DESCRIPTION

The Town of Paradise Valley (the "*Town*") provides Wastewater services to both residential and commercial customers who are connected to the Town owned sewer system (approximately 2,100 accounts). The City of Scottsdale (the "*City*") operates and maintains the sewer system through an intergovernmental agreement ("IGA") with the Town. The City bills the Town for operation and maintenance of the system. The Town bills its customers directly. Customer bills include a base rate charge and a commodity charge which is based upon winter water consumption.

### In fiscal year 2015/16:

- The City revised its fee structure
- The Town initiated a new IGA with the City
- The Town reviewed the master plan and Wastewater rate

**KEY DATES** 

 The new IGA includes is a five (5) year project to inspect all town pipes and manholes

In fiscal year 2017/18:

- The Town incorporated the last of two rate changes that Council approved in 2015/16
- The IGA includes the sewer assessment annual payment of \$234,000

In fiscal year 2020/21, it is recommended:

- Increase funding and escalate completing of sewer assessment in FY2020/21 and system improvements
- Develop a plan and resume repaying the \$1,164,870 loan balance from General Fund

# <sup>19</sup> Wastewater Services

## II. Expenses and Fund Balance

WASTEWATER Table 1 - Expendit	ures by CATEG	ORY				
EXPENSES BY CATEGORY	Budget 2020/21	Budget 2019/20	Change \$	Change %	Projected 2019/20	Actual 2018/19
Total Personnel	\$ 119,737	\$ 121,146	\$ (1,409)	-1%	\$ 121,146	\$ 134,030
រ្យ Scottsdale IGA	1,810,000	1,720,000	90,000	5%	1,808,422	1,814,914
Professional services	25,000	25,000	-	0%	360	5,279
Second Facilities maintenance	50,000	50,000	-	0%	4,425	5,502
Process fees	17,800	18,300	(500)	-3%	16,169	-
Other supplies & services	5,257	5,687	(430)	-8%	5,479	31,011
Total Supplies & Services	1,908,057	1,818,987	89,070	5%	1,834,855	1,856,706
Operating contingency	28,000	28,212	(212)	-1%	-	-
Assessments & improvements	1,005,000	734,200	270,800	37%	600,987	456,749
Net transfers in (out)	80,000	100,000	(20,000)	-20%	251,000	216,158
Total Uses	\$3,140,794	\$ 2,802,545	\$ 338,249	12%	\$2,807,988	\$2,663,643
Depreciation	251,394	251,394	-	0%	251,394	251,394

### **ENTERPRISE FUND**

Wastewater Services is an "Enterprise" fund.

An enterprise fund is predominantly selfsupporting and accounts for services rendered to the public on a fee basis that more resembles the private sector, than a governmental program.

**Total uses** are budgeted to increased by \$338,249 or 12%

**Personnel** decrease by 1% resulting from the current allocation of staff's services from Engineering, Finance and the Town Attorney's Office

**Supplies and services** is increasing by 5% is driven by an increase in the Scottsdale IGA cost **Assessments & improvements** represents a \$605,000 assessment payment and \$400,000 for system improvements.

Depreciation is not a budgeted expense since it is part of "net assets", not "fund balance".

The rate structure for wastewater services was is designed to cover costs of providing wastewater services.

# <sup>20</sup> Wastewater & Impact Fees

## III. Change in Balances

WASTEWATER Table 2 - Change in	Fund Balance	<b>Operating income</b> remains steady with a steady							
Income, Expenses and Fund Balance	Budget 2020/21	Projected 2019/20	Actual 2018/19	customer base.					
Operating Income	\$2,670,000	\$ 2,656,534	\$ 2,689,753	<b>Operating costs</b> trend with progressive increases					
Less: Operating costs	(2,027,794)	(1,956,001)	(1,990,736)	) are being noticed; concern arises when increase					
Less: Assessment & improvement	(1,005,000)	(600,987)	(456,749)	in costs outpace revenue.					
Less: Contingency	(28,000)	-	-	Assessment & improvements are an increased					
Net transfers in (out)	80,000	251,000	251,394	annual assessment of \$605,000 and up to					
Change in fund balance	(310,794)	350,546	493,662	· / /					
Beginning fund balance, July 1	1,116,553	766,007	272,345	\$400,000 for system improvements					
Ending fund balance, June 30	\$ 805,759	\$ 1,116,553	\$ 766,007	<b>Fund balance</b> shows FY2020/21 decreasing by					
% of expenses	27%	44%	31%	\$310,994 if every budgeted dollar is spent.					

The recommended budget reflects a loan from the *Operating fund* that will be repaid through the rate structure. It is not uncommon that a cash shortfall occurs when debt is repaid by impact fees, as infrastructure often has to be in place before the related development occurs, and the fee collected cannot exceed each builder's proportionate share. The loan balance is \$ 1,164,870.

WASTEWATER IMPACT FEE Table 1 - Change in Loan Balance									
Income, Expenses and Fund Balance	Budget 2020/21	Projected 2019/20	Actual 2018/19						
Development impact fee	\$ 150,000	\$ 251,000	\$ 201,880						
Less: Transfers to Wastewater	(150,000)	(251,000)	(216,158)						
Beginning loan balance, July 1	(1,504,881)	(1,755,881)	(1,972,039)						
Ending loan balance, June 30	\$(1,354,881)	\$(1,504,881)	\$(1,755,881)						

## <sup>21</sup> Appendix: Line Items

WASTEWATER	PRIORITY		_					PRIORITY
WASTEWATER	ONE	BUDGET	CHANGE IN		PROJECTED	ACTUAL	CONTIN	IGENCY
ACCOUNT TITLE	2020/21	2019/20	AMOUNT	%	2019/20	2018/19	TWO	THREE
SEWER BUYBACK - TOWN	\$ 20,000	\$ 10,000	\$ 10,000	100.0%	\$ 18,729	\$ 55,326	-	-
MISCELLANEOUS INCOME	-	-	-	n/a	424	8,218	-	-
SERVICE FEE - SYSTEM	2,650,000	2,400,000	250,000	10.4%	2,637,381	2,626,210	-	-
TOTAL REVENUE	2,670,000	2,410,000	260,000	10.8%	2,656,534	2,689,753	-	-
ADMIN FEE ALLOCATION	119,737	121,146	(1,409)	-1.2%	121,146	134,030	-	-
TOTAL PERSONNEL	119,737	121,146	(1,409)	n/a	121,146	134,030	-	-
ELECTRICITY	1,000	1,500	(500)	n/a	892	574	-	-
BOND ADMINISTRATION	-	-	-	n/a	-	1,210	-	-
COUNTY RECORDER SEWER LIENS	600	600	-	0.0%	-	-	-	-
GENERAL PROFESSIONAL SERVICES	25,000	25,000	-	0.0%	360	1,976	-	-
SEWER BILL PROCESSING FEES	2,000	2,000	-	0.0%	1,154	-	-	-
SEWER MAINTENANCE	50,000	50,000	-	0.0%	4,425	5,502	-	-
BANK SERVICE CHARGES	2,500	3,500	(1,000)	-28.6%	2,232	-	-	-
CREDIT CARD & EFT EXPENSE	10,000	8,200	1,800	22.0%	9,600	-	-	-
LEGAL SERVICES	-	-	-	n/a	-	3,304	-	-
PROPERTY INSURANCE	3,657	3,587	70	2.0%	3,587	3,484	-	-
POSTAGE FOR MONTHLY BILLINGS	3,300	4,600	(1,300)	-28.3%	3,183	-	-	-
SETTLEMENTS	-	-	-	n/a	1,000	37,314	-	-
BAD DEBT EXPENSE	-	-	-	n/a	-	(109)	-	-



## <sup>22</sup> Appendix: Line Items

#### {Concluded}

WASTEWATER	PRIORITY	BUDGET	CHANGE IN		PROJECTED	ACTUAL		PRIORITY
ACCOUNT TITLE	2020/21	2019/20	AMOUNT	%	2019/20	2018/19	TWO	THREE
SEWER SYSTEM ASSESSMENT	605,000	234,200	370,800	158.3%	234,200	234,204	-	-
AMORTIZE 2009 BOND PREMIUM	-	-	-	n/a	-	(15,418)	-	-
INTEREST 2009 MPC BOND	-	-	-	n/a	-	3,957	-	-
SCOTTSDALE SERVICE FEES	1,810,000	1,720,000	90,000	5.2%	1,808,422	1,814,914	-	-
OPERATING CONTINGENCY	28,000	28,212	(212)	-0.8%	-	-	-	-
TOTAL SUPPLIES & SERVICES	2,541,057	2,081,399	459,658	22.1%	2,069,055	2,090,911	-	-
SEWER SYSTEM IMPROVEMENTS	400,000	500,000	(100,000)	-20.0%	366,787	222,545	-	-
TOTAL CAPITAL	400,000	500,000	(100,000)	n/a	366,787	222,545	-	-
TOTAL EXPENSES	\$ 3,060,794	\$ 2,702,545	\$ 358,249	13.3%	\$ 2,556,987	\$ 2,447,485	<b>\$</b> -	\$
INTERFUND TRANSFER IN	150,000	100,000	50,000	50.0%	251,000	216,158	-	-
INTERFUND TRANSFER OUT	(70,000)	-	(70,000)	n/a	-	-	-	-
NET TRANSFERS	80,000	100,000	(20,000)	n/a	251,000	216,158	-	-
EXCESS (DEFICIENCY) OF REVENUES								
OVER (UNDER) EXPENDITURES	\$ (310,794)	\$ (192,545)	\$ (98,249)	n/a	\$ 350,547	\$ 458,426		
FUND BALANCE:								
BEGINNING	1,116,554	766,007	350,547	45.8%	766,007	307,581		
ENDING (Estimated)	\$ 805,760	\$ 573,462	\$ 232,298	40.5%	\$1,116,554	\$ 766,007		

## PUBLIC TRANSIT (ARIZONA LOTTERY FUNDS – ALF) FY2020/21



# <sup>24</sup> Public Transit (ALF)

### DESCRIPTION

Public transportation is recommended to be fully (100%) funded through funds distributed to jurisdictions from Valley Metro. The funding is from Arizona Lottery Fund (ALF); and no general fund resources subsidize the program

Public transit is "defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers (i.e. typically 5 or more)" and "includes the planning and administrative support for such services". Some "special needs", "dial-a-ride", or other demand-responsive or carpool vehicles may have less than 5 passengers. Services can be contracted with a transit provider.

### **REVENUE, EXPENDITURES, FUND BALANCE**

PUBLIC TRANSIT Table 1									
Income, Expenses	Budget		P	Projected		Actual			
and Fund Balance	2	2020/21		2019/20	2	018/19			
ALF Revenue	\$	38,000	\$	38,000	\$	33,383			
Less: Program costs		(52,000)		(8,500)		(33,383)			
Less: Potential revertment *		(24,000)		(12,924)	Ac	tual			
Change in fund balance		(38,000)		16,576		-			
Beginning fund balance, July 1		38,000		21,424		21,424			
Ending fund balance, June 30	\$	-	\$	38,000	\$	21,424			
* Revenue not used within 24 months	may	revert to the	ALF; I	FIFO method	is use	ed			

Council resolution 2020-02 (January 23, 2020) designated the public transit program to include: Bus stop maintenance; trip reduction; bus bay evaluations; and a new ride share voucher program for trailheads, medical services and resorts.

However, with changes in "public transit" and staffing demands, the voucher program was not implemented; but is expected to be ready for the Tourism season and meet new State and CDC guidelines.

# <sup>25</sup> Appendix: Line Items

PUBLIC TRANSIT (ALF)	PRIORITY	BUDGET	CHANGE IN		PROJECTED	ACTUAL	2020/21 CONTIN	PRIORITY
ACCOUNT TITLE	2020/21	2019/20	AMOUNT	%	2019/20	2018/19	TWO	THREE
ALF GRANT (HB 2565)	\$ 38,000	\$ 38,000	S -	0.0%	\$ 38,000	\$ 33,383		-
ALL CIVIT (IN 2305)	5 55,000	5 55,000		0.070	\$ 30,000	Ç 33,365		
TOTAL SOURCES	38,000	38,000	-	0.0%	38,000	33,383	-	-
ALF GRANT (HB 2565)	52,000	44,263	7,737	17.5%	8,500	33,383	_	-
POTENTIAL REVERT	24,000	-	24,000	n/a	12,924	-	-	-
TOTAL USES	76,000	44,263	31,737	71.7%	21,424	33,383	-	-
EXCESS (DEFICIENCY) OF REVENUES								
OVER (UNDER) EXPENDITURES	\$ (38,000)	\$ (6,263)	\$ (31,737)	506.7%	\$ 16,576	\$ <u>-</u>		
FUND BALANCE:								
BEGINNING	38,000	21,424	16,576	77.4%	21,424	21,424		
ENDING (Estimated)	<b>\$</b> -	\$ 15,161	\$ (15,161)	-100.0%	\$ 38,000	\$ 21,424		

## **TOURISM FY2020/21**





#### DESCRIPTION

Tourism and the hospitality industry are critical elements and contribute greatly to the Town's character. These industries generate a significant portion of the Town's operating revenue. As a result, the Town dedicates significant resources to invest in tourism promotion.

Services have been provided through a contract with Experience Scottsdale that is up for renewal FY2021.

### **REVENUE, EXPENDITURES, FUND BALANCE**

Under the current model, the amount designated for Tourism promotion in FY2021 is determined by taking the Occupancy bed tax from the most recent audit (FY2019) of \$4,847,777 and multiply it by 40.9% to arrive at \$1,982,741. In times of growing revenue, this formula generates revenue for the Town's general operations. However, if actual revenue in FY2021 is less than \$1,982,741, then other sources will need to cover a deficit.

TOURISM Table 1 - Current model										
Fiscal	Occupancy	Measurement	Tourism	Occupancy	Available for					
Year	(Bed) Tax	Times 40.9%*	Spending	Revenue	Operations					
2020/21**	\$ 2,000,000	\$ 818,000	\$ 1,982,741	\$ 2,000,000	\$ 17,259					
2019/20	4,000,000	1,636,000	<b>,</b> 1,817,302	4,000,000	2,182,698					
2018/19	4,847,777	1,982,741	1,514,011	4,847,777	3,333,766					
2017/18	4,443,281	1,817,302	1,311,919	4,443,281	3,131,362					
2016/17	3,701,739	1,514,011	1,275,037	3,701,739	2,426,702					
2015/16	3,207,626	1,311,919	1,159,726	3,207,626	2,047,900					

\*Amount is based on the Town's audited financial statements 2 years prior (FY2019 \$4,847,777 tax X 40.9% = \$1,982,741 in FY2021)

\*\* With the current formula and if FY2021 is a slow "U-curve" tourism spending would be \$818,000.

## GRANTS & DONATIONS FY2020/21



## MUNICIPAL COURT GRANTS FY2020/21



### **COURT ENHANCEMENT**

Administers the \$20 fee applied to all fines, penalties or sanctions imposed by the Paradise Valley Municipal Court per Town Code 12-4-3. This fee shall be used exclusively to the enhance staffing, technology, security or facilities of the Municipal Court.

### MFTG: MUNICIPAL COURT FILL THE GAP

Administers funds received from Supreme Court to aid courts in improving court operations per Arizona Revised Statute § 41-2421K and Arizona Code of Judicial Conduct § 5-107. The municipal court shall use monies received to improve, maintain and enhance the ability to collect and manage monies assessed or received by the court, to improve court automation and to improve case processing or the administration of justice. The municipal court shall submit a plan to the Supreme Court and the Supreme Court shall approve the plan before the municipal court begins to spend these allocated monies.

Monies are derived from the 7% Fill the Gap (FTG) state surcharge imposed on fines, penalties or sanctions. Courts receive a 14.29% allocation of this assessment. Funds are not to be used to supplant but rather supplement court budgets.

### **JCEF: LOCAL JUDICIAL COLLECTION ENHANCEMENT FUND**

Administers funds received from the Supreme Court to aid courts in improving court operations per Arizona Revised Statute § 12-113 and Arizona Code of Judicial Conduct § 5-102. Monies are derived from the mandatory Time Payment Fee imposed on all fines, penalties or sanctions not paid in full on the date of imposition.

\$7 of the \$20 Time Payment Fee shall be kept by the court imposing the fee to be used by the court to improve, maintain and enhance the ability to collect and manage monies assessed or received by the courts, to improve court automation and to improve case processing or the administration of justice. Funds are not be used to supplant but rather supplement court budgets.

The court or funding authority shall not use JCEF funds to pay county or city administrative costs for services associated with receipt of those funds. Administrative costs include but are not limited to accounting, payroll, data processing, purchasing, personnel and building use.

For amounts over \$2,500, the municipal court must submit a plan to the Supreme Court and must be approved by the Supreme Court before the municipal court begins to spend these allocated monies.

# <sup>32</sup> Fill the Gap and JCEF

## **II. Expenditures and Balances**

These three charts show the revenue, expenditures and fund balance of each grant for the last audited year 2019, projected for 2020 and recommended budget for 2021.

Court Enhancement fully paid the loan from the General fund in FY2020 and in FY2021 is saving the General fund approximately \$97,000 by allocating Security Officer contracts from the General fund to Court Enhancement as Court employees; and using Court Enhancement for case management system software.

MUNICIPAL COURT GRANTS Table 2 - FILL THE GAP										
Revenue, Expenditures	B	Budget	Pr	ojected	Actual					
and Fund Balance	2	020/21	20	19/20*	2018/19					
Revenue	\$	6,600	\$	8,222	\$	10,404				
Less: Expenditures		(6,500)		-		-				
Less: Contingency		(10,000)		-		-				
Net increase (decrease)		(9,900)		8,222		10,404				
Beginning fund balance, July 1		54,804		46,582		36,178				
Ending fund balance, June 30	\$	44,904	\$	54,804	\$	46,582				

MUNICIPAL COURT GRANTS Table 1 - COURT ENHANCEMENT										
Revenue, Expenditures	Budget	Projected	Actual							
and Fund Balance	2020/21	2019/20*	2018/19							
Revenue	\$ 230,000	\$ 249,690	\$ 420,242							
Less: Personnel costs	(89,500)	-	-							
Less: Supplies and services	(51,500)	(415,439)	(105,520)							
Net increase (decrease)	89,000	(165,749)	314,722							
Beginning fund balance, July 1	796,007	961,756	647,034							
Ending fund balance, June 30	\$ 885,007	\$ 796,007	\$ 961,756							

\* In FY2019/20 the Municipal Court excellerated and fully paid the loan from the Town's general fund

MUNICIPAL COURT GRANTS Table 3 - JCEF									
Revenue, Expenditures		Budget		ojected	Actual				
and Fund Balance	2	020/21	20	019/20*	2	2018/19			
Revenue	\$	5,100	\$	14,509	\$	12,067			
Less: Expenditures		(5,000)		(100)		(959)			
Less: Contingency		(10,000)		-		-			
Net increase (decrease)		(9,900)		14,409		11,108			
Beginning fund balance, July 1		68,473		54,064		42,956			
Ending fund balance, June 30	\$	58,573	\$	68,473	\$	54,064			

# <sup>33</sup> Appendix: Line Items

COURT ENHANCEMENT	PRIORITY							PRIORITY
	ONE	BUDGET	CHANGE IN		PROJECTED	ACTUAL	CONTIN	
ACCOUNT TITLE	2020/21	2019/20	AMOUNT	%	2019/20	2018/19	TWO	THREE
COURT ENHANCEMENT	\$ 230,000	\$ 425,000	\$ (195,000)	-45.9%	\$ 229,690	\$ 400,907	-	-
MISC INTEREST	-	-	-	n/a	20,000	19,335	-	-
TOTAL REVENUE	230,000	425,000	(195,000)	-45.9%	249,690	420,242	-	-
NEW STAFF	89,500	-	89,500	n/a	-	-	-	-
TOTAL PERSONNEL	89,500	-	89,500	n/a	-	-	-	-
MISCELLANEOUS	36,500	54,150	(17,650)	-32.6%	5,376	68,595	-	-
SOFTWARE MAINTENANCE CONTRACT	15,000	-	15,000	#DIV/0!	-	-	-	-
INTEREST PAYMENT	-	5,063	(5,063)	-100.0%	5,063	11,925	-	-
PRINCIPAL PAYMENT	-	405,000	(405,000)	-100.0%	405,000	-	-	-
LAND LEASE PAYMENT	-	-	-	n/a	-	25,000	-	-
TOTAL SUPPLIES & SERVICES	51,500	464,213	(412,713)	-88.9%	415,439	105,520	-	-
TOTAL EXPENDITURES	\$ 141,000	\$ 464,213	(323,213)	-69.6%	\$ 415,439	\$ 105,520	<b>\$</b> -	<b>\$</b> -
EXCESS (DEFICIENCY) OF REVENUES	¢ 00.000	¢ (20.242)	6 400 040	2070/	C (4CE 740)	C 214 722		
OVER (UNDER) EXPENDITURES	\$ 89,000	\$ (39,213)	\$ 128,213	-327%	\$ (165,749)	\$ 314,722		
FUND BALANCE:								
BEGINNING	796,007	961,756	(165,749)	-17.2%	961,756	647,034		
ENDING (Estimated)	\$ 885,007	\$ 922,543	\$ (37,536)	-4.1%	\$ 796,007	\$ 961,756		



# <sup>34</sup> Appendix: Line Items

FILL THE GAP		NORITY		UDGET	СН	IANGE IN		PF	ROJECTED		ACTUAL	CONTIN	PRIORITY
ACCOUNT TITLE	20	020/21	20	019/20	A	MOUNT	%	2	019/20	2	018/19	TWO	THREE
MUNICIPAL FILL THE GAP	\$	6,500	\$	6,500	\$	-	0.0%	\$	8,100	\$	9,888	-	-
MISC INTEREST		100		-		100	n/a		122		516	-	-
TOTAL SOURCES		6,600		6,500		100	1.5%		8,222		10,404	-	-
PROFESSIONAL SERVICES		-		-		-	n/a		-		-	-	-
MISCELLANEOUS		-		6,500		(6,500)	-100.0%		-		-	-	-
TRAINING		6,500		-		6,500	#DIV/0!		-		-	-	-
CONTINGENCY		10,000		-		10,000	n/a		-		-	-	-
TOTAL USES		16,500		6,500		10,000	153.8%		-	_	-	-	-
EXCESS (DEFICIENCY) OF REVENUES					-								
OVER (UNDER) EXPENDITURES	\$	(9,900)	\$	-	\$	(9,900)	n/a	\$	8,222	\$	10,404		
FUND BALANCE:													
BEGINNING		54,804		46,582		8,222	17.6%		46,582		36,178		
ENDING (Estimated)	\$	44,904	\$	46,582	\$	(1,678)	-3.6%	\$	54,804	\$	46,582		

# <sup>35</sup> Appendix: Line Items

JCEF GRANT		ONE	В	UDGET	СН	ANGE IN		PF	ROJECTED	-	ACTUAL	-	PRIORITY Igency
ACCOUNT TITLE	20	20/21	20	019/20	A	MOUNT	%	2	2019/20	2	018/19	TWO	THREE
JCEF GRANT	\$	5,000	\$	5,000	\$	-	0.0%	\$	14,009	\$	11,351	-	-
MISC INTEREST		100		-		100	n/a		500		716	-	-
TOTAL SOURCES		5,100		5,000		100	2.0%		14,509		12,067	-	-
MISCELLANEOUS		5,000		5,000		-	0.0%		100		959	-	-
CONTINGENCY		10,000		-		10,000	n/a		-		-	-	-
TOTAL USES		15,000		5,000		10,000	200.0%		100		959	-	-
EXCESS (DEFICIENCY) OF REVENUES													
OVER (UNDER) EXPENDITURES	\$	(9,900)	\$	-	\$	(9,900)	n/a	\$	14,409	\$	11,108		
FUND BALANCE:													
BEGINNING		68,473		54,064		14,409	26.7%		54,064		42,956		
ENDING (Estimated)	\$	58,573	\$	54,064	\$	4,509	8.3%	\$	68,473	\$	54,064		

## POLICE GRANTS & DONATIONS FY2020/21



# <sup>37</sup> Police Grants & Donations

### **PVPD MISSION**

To provide high quality police services to our community, reduce crime and the fear of crime, by working with all citizens, preserve life, protect property, promote individual responsibility and encourage community involvement.

#### **PVPD VISION**

To Maintain a strong Police-Community partnerships to keep our neighborhoods crime free and to eliminate fear of crime in our community.

### **REVENUE, EXPENDITURES, AND FUND BALANCE**

POLICE GRANTS AND DONATIONS Table 1 - Grants									
Revenue, Expenditures	E	Budget	Pro	ojected	Actual				
and Fund Balance	2	020/21	20	19/20	2018/19				
Revenue	\$	50,000	\$	-	\$	30,165			
Less: Expenditures		(50,000)		-		(27,000)			
Less: Contingency		-		-		-			
Net increase (decrease)		-		-		3,165			
Beginning fund balance, July 1		-		-		(3,165)			
Ending fund balance, June 30	\$	-	\$	-	\$	-			
Grants in this fund are Excluded from the Ar	nual Ex	penditure Limit:	ation						

#### POLICE GRANTS AND DONATIONS Table 2 - Donations (NEW '20)

Donations in this fund are Excluded from the Annual Expenditure Limitation

Revenue, Expenditures and Fund Balance	Budget 2020/21	ojected 19/20	Actual 2018/19		
Revenue	\$ 100,000	\$ -	\$	-	
Less: Expenditures	-	-		-	
Less: Contingency	 (100,000)	-		-	
Net increase (decrease)	-	-		-	
Beginning fund balance, July 1	 -	 -		-	
Ending fund balance, June 30	\$ -	\$ -	\$	-	
Dependence in this family and the family dealers at	1				

**Grants**: These are grants that can not be recorded in the General fund due to the grants fiscal year or by rule of the grantor; typically federal grants.

Donations: This is a new fund set up for donations from the PV Public Safety Foundation in the form of cash or other tangible property.

# <sup>38</sup> Appendix: Line Items

POLICE DONATIONS '20	PRIORITY	BUDGET	CHANGE IN		PROJECTED	ACTUAL	2020/21 CONTIN	PRIORITY
(CASH OR EQUIPMENT) ACCOUNT TITLE	2020/21	2019/20	AMOUNT	%	2019/20	2018/19	TWO	THREE
DONATIONS (CASH OR EQUIPMENT)	100,000	-	100,000	n/a	-	-	-	-
TOTAL SOURCES	100,000	-	100,000	n/a	-	-	-	-
AEL EXCLUDED USES	100,000	-	100,000	n/a	-	-	-	-
TOTAL USES	100,000	-	100,000	n/a	-	-	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	s -	s -	s -	n/a	s -	s -		
FUND BALANCE:								
BEGINNING ENDING (Estimated)	- \$-	- \$ -	- \$-	n/a n/a	- \$ -	- \$ -		

# <sup>39</sup> Appendix: Line Items

POLICE GRANTS	PRIORITY ONE	BUDGET	CHANGE IN		PROJECTED	ACTUAL	-	PRIORITY IGENCY
ACCOUNT TITLE	2020/21	2019/20	AMOUNT	%	2019/20	2018/19	TWO	THREE
MISC POLICE GRANTS	50,000	50,000	-	0.0%	-	30,165	-	-
TOTAL SOURCES	50,000	50,000	-	0.0%	-	30,165	-	-
MISC POLICE GRANTS	50.000	50.000		0.0%		27.000		
DEFERRED REVENUE	50,000	50,000	-	0.0%	-	27,000	-	-
TOTAL USES	50,000	50,000	-	0.0%	-	27,000	-	-
EXCESS (DEFICIENCY) OF REVENUES								
OVER (UNDER) EXPENDITURES	s -	s -	s -	n/a	s -	\$ 3,165		
FUND BALANCE:	-			0.007		(2.455)		
BEGINNING	0	0	-	0.0%	0	(3,165)		
ENDING (Estimated)	\$ 0	\$ 0	\$-	0.0%	\$ 0	\$ 0		

## ALL OTHER DONATIONS FY2020/21



# <sup>41</sup> Other Donations

### DESCRIPTION

This fund accounts for various donations the Town has received for specified uses. A full "audited" reconciliation was conducted in FY2019 to validate and reset these balances.

- The vintage car show is recurring and the only consistent donation in this fund.
- DARE donations go back many years and will be used for programs satisfying DARE requirements.
- Police donations are now accounted for in a separate fund.
- All donations in this fund are excluded from the Annual Expenditure Limitation.

### **REVENUE, EXPENDITURES, FUND BALANCE**

OTHER DONATIONS Table 1 - D	onations by P	urpose			
Revenue, Expenditures	Budget	Projected	Actual		
and Fund Balance	2020/21	2019/20	2018/19		
Revenue - Police donations	\$-	\$ 500	\$ 6,101		
Revenue - Vintage car show	10,500	11,090	10,077		
Less intendent use:					
Dare expenditures	(4,963)	-	-		
Admin furniture	(5,735)	-	-		
Police department	(24,325) -		(213)		
Canine expenditures	-	(1,326)	-		
Vintage car show	(10,500)	(11,090)	(10,083)		
Bill Keane memorial statue	(322)	(322)	(322)		
Less: Contingency	(115)	-	-		
Net increase (decrease)	(35,460)	(1,148)	5,560		
Beginning fund balance, July 1	35,460	36,608	31,048		
Ending fund balance, June 30	\$ -	\$ 35,460	\$ 36,608		

Donations in this fund are Excluded from the Annual Expenditure Limitation

# <sup>42</sup> Appendix: Line Items

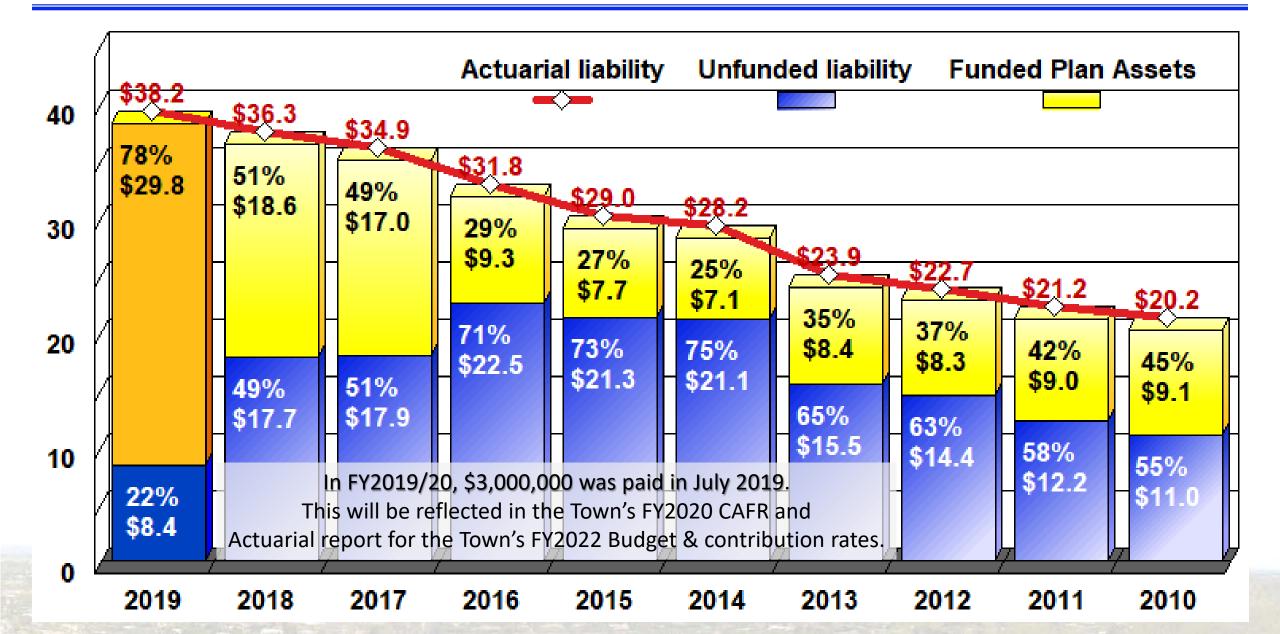
	PRIORITY						2020/21	PRIORITY
DONATIONS	ONE	BUDGET	CHANGE IN		PROJECTED	ACTUAL	CONTIN	IGENCY
ACCOUNT TITLE	2020/21	2019/20	AMOUNT	%	2019/20	2018/19	TWO	THREE
POLICE DEPT DONATIONS	\$ -	\$ 9,500	\$ (9,500)	-100.0%	\$ 500	\$ 6,101	-	-
VINTAGE CAR SHOW DONATIONS	10,500	10,500	-	n/a	11,090	10,077	-	-
TOTAL SOURCES	10,500	20,000	(9,500)	-47.5%	11,590	16,178	-	-
DARE DONATION EXPENDITURES	4,963	4,963	-	0.0%	-	-	-	-
FURNITURE	5,735	5,736	(1)	0.0%	-	-	-	-
POLICE DEPT DONATION EXPND	24,325	27,369	(3,044)	-11.1%	-	213	-	-
POLICE CANINE EXPENSE	-	-	-	n/a	1,326	-	-	-
VINTAGE CAR SHOW EXPENDITURES	10,500	10,500	-	0.0%	11,090	10,083	-	-
BIL KEANE MEMORIAL STATUE	322	322	-	0.0%	322	322	-	-
CONTINGENCY (AEL EXEMPT)	115	-	115	n/a	-	-	-	-
TOTAL USES	45,960	48,890	<mark>(</mark> 2,930)	-6.0%	12,738	10,618	-	-
EXCESS (DEFICIENCY) OF REVENUES	-							
OVER (UNDER) EXPENDITURES	\$ (35,460)	\$ (28,890)	\$ (6,570)	n/a	\$ (1,148)	\$ 5,560		
FUND BALANCE:								
BEGINNING	35,460	36,608	(1,148)	-3.1%	36,608	31,048		
ENDING (Estimated)	\$ 0	\$ 7,718	\$ (7,718)	-100.0%	\$ 35,460	\$ 36,608		

## PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM (PSPRS) FY2020/21



# <sup>44</sup> Operating Fund (GF + HURF)

## **PSPRS** (Recent Actuarial)



# <sup>45</sup> Operating Fund (GF + HURF)

### **PSPRS UAAL Rates**

	CAFR			PSPRS	Measuren	nent & To	wn's CAFF	Year 20x	12       11       10 $8.3$ \$ 9.0       \$ 9.1         14.4       12.2       11.0         22.7       \$ 21.2       \$ 20.2         14       13       12         14.4       13.2%       11.9%       11.8%         35.8%       25.8%       20.1%									
Town's CAFR Year	19	18	17	16	15	14	13	12	11	10								
Town's plan assets	\$29.8	\$18.6	\$17.0	\$ 9.3	\$ 7.7	\$ 7.1	\$ 8.4	\$ 8.3	\$ 9.0	\$ 9.1								
Unfunded liability	8.4	17.7	17.9	22.5	21.3	21.1	15.5	14.4	12.2	11.0								
Actuarial liability	\$38.2	\$36.3	\$34.9	\$31.8	\$ 29.0	\$ 28.2	\$ 23.9	\$ 22.7	\$ 21.2	\$ 20.2								
	+							<u> </u>										
Rate impact on	Budget			+		+		+		. ↓								
Town's Budget Year	21	20	19	18	17	16	15	14	13	12								
Normal base rate	17.5%	14.7%	15.0%	11.0%	11.7%	11.9%	12.4%	13.2%	11.9%	11.8%								
Unfunded liability rate	21.4%	44.5%	52.2%	59.2%	60.1%	48.5%	37.8%	35.8%	25.8%	20.1%								
Total contribution rate	38.9%	59.2%	67.3%	70.2%	71.8%	60.5%	50.2%	49.0%	37.8%	31.9%								

There are many factors to adjusting the "Unfunded liability rate" (UAAL rate); such as investment earnings, changes in assumptions and tables. But a one factor the Town can control is the lump sum cash payments, when viable.

Lump Sum Payment		PSPRS UA	AL Rate	Estimated Savings from Lower UAAL Rate by Fiscal Year											
Made in	Amount of	Impacted	Rate	F	/2020/21	FY2019/20		FY	/2018/19	Total					
FY2016/17	\$ 5,000,000	FY2018/19	52.2%	\$	235,337	\$	226,407	\$	220,991	\$	682,735				
FY2017/18	1,000,000	FY2019/20	44.5%		258,871		249,048		-		507,919				
FY2018/19	9,000,000	FY2020/21	21.4%		776,612	_	-		-		776,612				
Total	\$ 15,000,000			\$	1,270,820	\$	475,455	\$	220,991	\$ :	1,967,266				

## CONTINGENCIES FY2020/21



# <sup>48</sup> Contingencies

RECOMMENDED CONTINGENCIES ALL FUNDS (EXPENDITURE / EXPENS															PENSE)					
Total			Operating Fund (General + HURF)										Grants			Enterprises				
Purpose		Budget		Priority		Priority		Priority		Court		Capital		and					Waste-	
		2020/21		One		Two		Three		Grants		Projects	Do	nations	A	arm	Fin	e	w	ater
Operating continency	\$	1,652,173	\$	600,000	\$	68,000	\$	136,058	\$	20,000	:	\$ 590,000	\$	100,115	\$20	0,000	\$90,0	000	\$ 2	28,000
PSPRS unfunded liability		5,400,002		-		2,400,000		3,000,002		-		-		-		-		-		-
Employee sick payout (policy)		55,000		55,000		-		-		-		-		-		-		-		-
Merit/appreciation (base/lump)		460,000		-		230,000		230,000		-		-		-		-		-		-
Attorney		250,000		250,000		-		-		-		-		-		-		-		-
Department priorities 2 & 3		3,816,948		-		595,906		3,221,042		-		-		-		-		-		-
Carried from 2020:																				
Town-wide fee study		28,000		-		28,000		-		-		-		-		-		-		-
HR studies		35,000		-		-		35,000		-		-		-		-		-		-
CIP contingency		-		-		-		-		-		-		-		-		-		-
AEL excluded		9,503,602		-		-		500,002		-		8,003,600	_ 1	,000,000		-		-		-
Total Expenditures	\$	21,200,725	\$	905,000	\$	3,321,906	\$	7,122,104	\$	20,000	;	\$8,593,600	\$1	,100,115	\$20	0,000	\$90,0	000	\$ 2	28,000
Blue figures are excluded from	n the	e Annual Expe	endit	ure Limitati	ion	(AEL)														

#### STATE BUDGET REQUIRED FORMS

- Provide the authority to spend; but it's not a mandate to do so.
- Set the maximum a municipality can spend in that fiscal year.
- Even if resources rebound and become available, if expenditures are not budgeted, they can not be spent
- Contingencies fill gaps for flexibility and adaptability of service priorities AND fluctuations in revenues.





## \*\* Placeholder \*\* Slide will be available by May 12, 2020

# CAPITAL PROJECTS FINANCING & DEBT SERVICE FY2020/21



# <sup>51</sup> Capital Projects Financing

# I. Debt Management & Polices

## DEBT MANAGEMENT

The Town uses several financing instruments to fund its capital needs. Each method leveraging has specific and secure sources identified and used for the debt repayments.

The Town employs the early recognition option for payments of principal and interest when due early in the subsequent year for financial reporting and budget purposes to ensure resources are both measurable and available when payments are due.

### INSTRUMENTS

There are numerous financing instruments in the State of Arizona as listed below:

- General obligation bonds;
- Revenue bonds;
- Excise tax revenue obligations;
- Improvement bonds;
- Special assessment bonds;
- Rural development loans;
- Certificates of participation;
- Capital and operating leases;
- Lease purchase;
- Pay-as-you-go; and
- Interfund borrowing.

## **TOWN POLICIES**

 Long-term debt shall not exceed the Town's resources for repaying the debt.

2. 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.

3. Construction sales tax in excess of
\$0.5 million will be transferred from
the operating budget to the CIP fund
to provide a dedicated CIP funding.

# <sup>2</sup> Capital Projects Financing

## **Excise Tax Revenue Obligations**

The Town has two active current excise tax revenue obligations for financing capital projects. The use and repayment of proceeds in these pledged revenue structures are exempt from both Arizona's local <u>debt</u> limit and <u>expenditures</u> limitations.

## SERIES 2016 - \$7.9M

Issued primarily for construction of the Public Safety Tower, very specifically listed street improvements and other projects. This was a private placement loan with an interest rate of 1.69%.

## II. Excise Tax Revenue Obligations

## SERIES 2020 - \$8.1M

In 2019, Council diligently and thoroughly examined prospects for issuing debt obligations, even though the Town and state were experiencing good economic times.

Days before the financial market crisis of 2020, Council approved a private placement with an interest rate of 1.09%.

This cemented the financial plan's path to ensure the Town:

- ✓ Remains compliant with the Annual Expenditure Limitation; while
- ✓ Honors the Five Star development agreement obligation to front cash for projects and invoice for reimbursement; and
- $\checkmark$  Hedges the actual timing of reimbursements. And
- ✓ Continue the current CIP and status quo Town operations;
   ✓ Meet Council's goal of paying down the PSPRS UAAL; and
   ✓ Maintain sufficient reserves to protect the town from external stresses.

# <sup>53</sup> Capital Projects Financing

## **III. Funding and Debt Balances**

Capital Projects Table 1 - Debt Service Funding by Source and Fund Balance											
Funding by	Budget	Budget	Change	Change	Projected	Actual					
Source	2020/21	2019/20	\$	%	2019/20	2018/19					
General Fund Transfer in for:											
CIP Series 2016	\$1,479,585	\$1,477,864	\$ 1,721	0%	\$1,477,864	\$ 784,976					
CIP Series 2020	728,443	-	728,443	n/a	-	-					
Unused proceeds transfer in				n/a		1,334,577					
Total Sources	\$2,208,028	\$1,477,864	\$ 730,164	49%	\$1,477,864	\$2,119,553					
Payment Fund Balance 2016	1,372,142	1,360,444	11,698	1%	1,371,642	1,383,064					
Payment Fund Balance 2020	-	-	-	n/a	-	-					

Table 2 shows the remaining balances for the excise tax obligations. Both have a call option. Series 2016 can be called any time and Series 2020 after 2024. For FY2021, it is recommended to stay on schedule.

<b>Capital Projec</b>	Capital Projects Table 2: Excise Tax Series 2016 & 2020 - Remaining Payment Schedule										
Payments	CIP Seri	es 2016	CIP Seri	es 2020	Total CIP						
by		Interest		Interest	Debt Service						
Fiscal year	Principal	and Fees	Principal	and Fees	Payment						
2020/21	\$ 1,390,000	\$ 89,585	\$ 650,000	\$ 78,443	\$ 2,208,028						
2021/22	1,415,000	65,883	1,315,000	81,181	2,877,064						
2022/23	1,435,000	41,800	1,345,000	66,710	2,888,510						
2023/24	1,460,000	14,837	1,365,000	51,996	2,891,833						
2024/25	-	-	1,380,000	37,089	1,417,089						
2025/26	-	-	1,390,000	22,021	1,412,021						
2026/27	-	-	700,000	5,315	705,315						
Balance	\$ 5,700,000	\$ 212,105	\$ 8,145,000	\$ 342,755	\$ 14,399,860						
Paid to Date	\$ 2,180,000	\$ 552,443	\$ -	\$ -	\$ 2,732,443						

## SUMMARY

Table 1 shows funding for debt service. Due to the projects and structure of the private placements, both series are currently funded with general fund transfers.

Other funding sources could include:

- Excess unused proceeds from Series 2016
- Excess unused proceeds from Series 2020
- Interest earning on balances held by trustee
- Investment earning on a Town assigned payment fund

# <sup>Capital Projects Financing</sup>

## **IV. Remaining Payments**

## **SERIES 2020**

<b>Capital Project</b>	s Tab	le 4: Series 2	2020	- Remainir	ng Pa	ayments
Payment			I	nterest		Total
Date		Principal	and Fees			Payment
02/01/2021	\$	650,000	\$	78,443	\$	728,443
08/01/2021		645,000		42,348		687,348
02/01/2022		670,000		3 <b>8,</b> 833		708,833
08/01/2022		670,000		35,181		705,181
02/01/2023		675,000		31,529		706,529
08/01/2023		680,000		27,851		707,851
02/01/2024		685,000		24,145		709,145
08/01/2024		685,000		20,411		705,411
02/01/2025		695,000		16,678		711,678
08/01/2025		690,000		12,891		702,891
02/01/2026		700,000		9,130		709,130
08/01/2026		700,000		5,315		705,315
Balance	\$	8,145,000	\$	342,755	\$	8,487,755
Paid to date	\$	-	\$	-	\$	-

## **Remaining Payments and Balance**

These two charts show the remaining payments for the excise tax obligations series 2016 and series 2020 are shown on these two charts.

## **SERIES 2016**

<b>Capital Projects</b>	rojects Table 3: Series 2016 - Remaining Payments							
Payment			I	Interest		Total		
Date	Principal		and Fees			Payment		
12/15/2020	\$	1,390,000	\$ 50,665		\$	1,440,665		
6/15/2021				38,920		38,920		
12/15/2021		1,415,000		38,920		1,453,920		
6/15/2022				26,963		26,963		
12/15/2022		1,435,000		26,963		1,461,963		
6/15/2023				14,837		14,837		
12/15/2023		1,460,000		14,837		1,474,837		
Balance	\$	5,700,000	\$	212,105	\$	5,912,105		
Paid to date	\$	2,180,000	\$	552,443	\$	2,732,443		

# <sup>°</sup>Capital Projects Financing

## Series 2016 Activity

**2016:** proceeds drawn to reimburse the Town cash fronted for projects.

2017: no proceeds were drawn;
the Town used carry-forward
exemptions stay under the AEL.
2018: proceeds drawn for 2018
projects and to reimburse 2017
use of General Fund cash, but
by law does not replenish AEL
carry-forward

**2019:** total of all projects ended under budget by \$1.3 million. Since using theses proceeds was time sensitive and project specific, the excess reverted to the payment fund for future debt service payments.

Capital Projects 5: Excise Tax	Series 2016 -	Funded Proj	ects				
	Actual	Spending (au	dited 2016-2	018)	Final F	Project	(Over) /
Project	2016 & prior	2017	2018	2019	Spending	Budget	Under
Echo Canyon Parking	\$150,000	-	-		\$150,000	\$150,000	-
Public Safety Tower	1,175,615	\$1,897,031	\$1,197,236		4,269,882	5,000,000	\$ 730,118
Traffic Signal Upgrades	17,341	-	-		17,341	17,341	-
Wastewater Master Plan	-	-	-		-	50,000	50,000
56th Street Improvements	145,342	-	-		145,342	145,342	-
Fixed License Plate Readers	253,465	-	-		253,465	253,465	-
Card Readers	176,737	8,481	-		185,218	200,000	14,782
WW Pipe/Meter	-	108,443	-		108,443	300,000	191,557
52nd Street Improvements	26,904	23,096	-		50,000	50,000	-
Watershed Studies	211,187	125,399	29,157		365,743	500,000	134,257
Ped/Bicycle Study	12,253	99,765	28,530	9,452	150,000	150,000	-
Iconic Corridor Study	-	83,901	46,665	14,634	145,200	150,000	4,800
Lincoln & Tatum Marquee	8,974	161,135	-		170,109	250,000	79,891
Asphalt Sidewalks	429,887	-	-		429,887	530,000	100,113
Unallocated	-	-	-		-	3,852	3,852
Total projects expenditures	\$2,607,705	\$2,507,251	\$1,301,588	\$24,086	\$6,440,630	\$7,750,000	\$1,309,370
Total Use of bond proceeds	\$2,286,050	\$ -	\$4,107,442	\$47,138	\$6,440,630	\$7,750,000	\$1,309,370

# <sup>°</sup>Capital Projects Financing

## Series 2020 Activity

November 21, 2019: Resolution number 2019-21 intent to reimburse the Town's general fund for certain capital expenditures "in and for the Town" that are specifically listed in the Town's 2019/20 Capital Improvement Plan.

March 12, 2020: Resolution number 2020-06 authorizing a private placement to finance "roadway and utility construction and improvements, drainage improvements, municipal facilities improvements, and equipment and technology purchases (collectively, the '<u>Project</u>')".

March 26,2020: Private Placement executed and \$8M is on deposit with a trustee bank for the Town to access as needed.

March 2023: Any unused proceeds with the trustee bank are transferred to the payment fund.

## **Project Structure and Options**

Capital Projects Table 6: Excise Tax Series 2020 - Funde	d Projects				
Categories defined collectively as the "Project"	Budget				
Roadway and utility construction and improvements	n/a				
Drainage improvements	n/a				
Municipal facilities improvements	n/a				
Equipment and technology purchases	n/a				
Total proceeds available for the "Project" \$8,003,60					
Series 2020 is not project specific; gives flexibility within	the CIP				

Originally issued to mitigate risk of a development agreement. But as that risk fades, the Town may find other beneficial uses for the proceeds.

Use of proceeds is excluded from the AEL in the fiscal year used. This will assist with the "bottle neck" of CIP projects from 2020 and the resumption of paying the PSPRS UAAL as soon as revenues rebound.

## VI. Line of Credit & Expenditures

## Similar to a line of credit

Proceeds are held by a trustee bank in a separate account. The Town draws the proceeds as needed. Drawn proceeds will need to be repaid with "assigned" cash or with future pledged revenues.

After three years, any unused proceeds are transferred to the payment account, with the trustee bank, to pay principal and interest. Balances in the trustee accounts are *subject to arbitrage*. General Fund cash "assigned" for paying principal and interest is not.

<b>Capital Projects Table</b>	7 - Debt Servi	ce Expenditure	≥s			
	Budget	Budget	Change	Change	Projected	Actual
EXPENDITURES	2020/21	2019/20	\$	%	2019/20	2018/19
Total CIP Series 2016	\$1,479,585	\$1,477,864	\$ 1,721	0%	\$1,477,864	\$ 784,976
<b>្ន</b> Principal	1,390,000	1,365,000	25,000	2%	1,365,000	660,000
R Interest and fees	89,585	112,864	(23,279)	-21%	112,864	124,976
Total CIP Series 2020	\$ 728,443	\$-	\$728,443	n/a	\$-	\$-
8 Principal	650,000	-	650,000	n/a	-	-
R Interest and fees	78,443		78,443	n/a	-	-
Total Expenditures	\$2,208,028	\$1,477,864	\$730,164	49%	\$1,477,864	\$ 784,976

# 58 Appendix: Line Items

	PRIORITY						2020/21	PRIORITY
CIP PP DEBT SVS 2016	ONE	BUDGET	CHANGE IN		PROJECTED	ACTUAL	CONTIN	GENCY
ACCOUNT TITLE	2020/21	2019/20	AMOUNT	%	2019/20	2018/19	TWO	THREE
INTEREST EARNINGS	\$ 500	S -	\$ 500	n/a	\$ 11,198	\$ 8,579	-	-
INTERFUND TRANSFERS	1,479,585	1,455,244	24,341	1.7%	1,455,244	2,119,553	-	-
TOTAL SOURCES	1,480,085	1,455,244	24,841	1.7%	1,466,442	2,128,132	-	-
DEBT 2016 PRINCIPLE EXPENDITUR	1,390,000	1,365,000	25,000	n/a	1,365,000	660,000	-	-
DEBT 2016 INTEREST EXPENDITURE	89,585	112,864	(23,279)	n/a	112,864	124,976	-	-
TOTAL DEBT SERVICE	1,479,585	1,477,864	1,721	0.1%	1,477,864	784,976	-	-
EXCESS (DEFICIENCY) OF REVENUES								
OVER (UNDER) EXPENDITURES	\$ 500	\$ (22,620)	\$ 23,120	n/a	\$ (11,422)	\$ 1,343,156		
FUND BALANCE:								
BEGINNING	1,371,642	1,383,064	(11,422)	-0.8%	1,383,064	39,908		
ENDING (Estimated)	\$ 1,372,142	\$ 1,360,444	\$ 11,698	0.9%	\$ 1,371,642	\$ 1,383,064		

# <sup>59</sup> Appendix: Line Items

CIP PP DEBT SVS 2020	PRIORITY	BUDGET	CHANGE IN		PROJECTED	ACTUAL	2020/21 CONTIN	PRIORITY
ACCOUNT TITLE	2020/21	2019/20	AMOUNT	%	2019/20	2018/19	TWO	THREE
INTEREST EARNINGS	\$ -	ş -	<b>S</b> -	n/a	\$ -	S -	-	-
INTERFUND TRANSFERS	728,443	-	728,443	n/a	-	-	-	-
TOTAL SOURCES	728,443	-	728,443	n/a	-	-	-	-
DEBT 2020 PRINCIPLE EXPENDITUR	650,000	-	650,000	n/a	-	-	-	-
DEBT 2020 INTEREST EXPENDITURE	78,443	-	78,443	n/a	-	-	-	-
TOTAL DEBT SERVICE	728,443	-	728,443	n/a	-	-	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	ş -	ş -	ş -	n/a	\$ -	s -		
FUND BALANCE: BEGINNING	-	-	-	n/a	-	-		
ENDING (Estimated)	<b>\$</b> -	<b>\$</b> -	<b>\$</b> -	n/a	\$-	<b>\$</b> -		

# <sup>60</sup> Appendix: Line Items

CIP PP PROJECTS 2020	PRIORITY	NUDCIT	CHANCEIN		DROJECTED	ACTUAL	2020/21 CONTIN	
	ONE	BUDGET	CHANGE IN		PROJECTED	ACTUAL		
ACCOUNT TITLE	2020/21	2019/20	AMOUNT	%	2019/20	2018/19	TWO	THREE
INTEREST EARNINGS	\$ 16,000	s -	\$ 16,000	n/a	\$ 4,000	S -	-	-
PROCEEDS FROM ISSUANCE LTD	-	12,000,000	(12,000,000)	n/a	8,140,000	-	-	-
TOTAL SOURCES	16,000	12,000,000	(11,984,000)	n/a	8,144,000	-	-	-
				- 1-	435.400			
DIRECT DEBT ISSUANCE COSTS	-	-	-	n/a	136,400	-	-	-
TRANSFER OUT	8,003,600	-	8,003,600	n/a	-	-	-	-
AEL Contingency	23,600	6,000,000	(5,976,400)	n/a	-	-	-	-
TOTAL USES	8,027,200	6,000,000	2,027,200	n/a	136,400	-	-	-
EXCESS (DEFICIENCY) OF REVENUES								
OVER (UNDER) EXPENDITURES	¢ (9.011.200)	\$ 6,000,000	\$ (14 011 200)	n/2	\$ 8,007,600	s -		
OVER (ONDER) EXPENDITORES	\$ (8,011,200)	\$ 6,000,000	\$ (14,011,200)	n/a	\$ 8,007,000	ş -		
FUND BALANCE:								
BEGINNING	8,007,600	-	8,007,600	n/a	-	-		
ENDING (Estimated)	\$ (3,600)	\$ 6,000,000	\$ (6,003,600)	n/a	\$ 8,007,600	<b>\$</b> -		

# CAPITAL IMPROVEMENT PROGRAM SUMMARY AND PROJECTS FY2020/21



# \*\* Placeholder \*\* Slide will be available by May 12, 2020

# ENTERPRISE AND PROGRAM BUDGETS FY2020/21



May 14<sup>th</sup>, 2020

Capital Improven	nent Pro	gram Sum	nmary FY	21-25			
Project	Proj No.	FY21	FY22	FY23	FY24	FY25	Total
Lincoln, Mockingbird, Indian Bend Roadway & Utility Improvements	2016-14	2,225,000	262,000				2,487,000
Lincoln Dr Median Improvements: 32nd St to Tatum Blvd	2020-13	695,000					695,000
Lincoln Dr Median Improvements: Tatum Blvd to Mockingbird Ln	2020-14	1,420,000					1,420,000
Lincoln Dr & Invergordon Rd Intersection Realignment	2019-01	100,000					100,000
FCD LIBW Invergordon Improv. Alt. 1	2021-01			701,000	2,593,000		3,294,000
SRP Denton Ln Underground Conversion	2020-02	170,000		,			170,000
Town Hall Chiller Replacement	2020-01	,		150,000			150,000
Miscellaneous Drainage Improvements (various locations)	2020-10	50,000	200,000	200,000	200,000	200,000	850,000
Highlands Dr Cul De Sac	2019-03	140,000	240,000				380,000
Mockingbird Ln Improvements: Lincoln Dr to McDonald Dr	2018-03	1.0,000	200,000	500,000	73,000		773,000
License Plate Readers Update	2020-12	350,000	200,000	500,000	, 3,000		350,000
56th St & Doubletree Ranch Rd Intersection Improvement	2020-12	330,000	125,000				125,000
•	2020-11	400,000	3,000,000				,
Mockingbird Ln: 56th St to Invergordon Dr Watershed Studies	2021-03	400,000	3,000,000			450,000	3,400,000 450,000
Public Works / Engineering Remodel	2018-08		1,500,000			400,000	1,500,000
	2018-01		1,500,000	1,300,000			
Police Department Remodel			125,000	1,500,000	00.000	E00.000	1,425,000
56th St Sidewalks: Mockingbird Ln to Doubletree Ranch Rd	2018-06				90,000	590,000	680,000
Denton Ln Cul De Sac	2020-05				70,000	217,000	287,000
Tatum Blvd Sidewalks: Double Tree Ranch Rd to Mountain View	2020-06			405.000	30,000	300,000	330,000
45th St Curbs: McDonald Dr to Valley Vista	2020-07			125,000			125,000
McDonald Dr Curb Replacement: 40th St to 44th St	TBA2			150,000			150,000
Lincoln Dr & Tatum Blvd Improvement - VSC	2020-15			230,000			230,000
Town Hall Remodel (Ultimate Buildout)	TBA				150,000	1,500,000	1,650,000
32nd St Sidewalks: Stanford Dr to Lincoln Dr	2021-02				300,000	2,650,000	2,950,000
RWC Fiber Connection - PH I	2021-10					200,000	200,000
RWC Fiber Connection - PH II	2021-11					400,000	400,000
White Wing Half Street Improvements	2021-05				30,000	300,000	330,000
Tatum Blvd Retaining Walls	2020-03					400,000	400,000
Town Gateway Entry Features	TBA3					150,000	150,000
CIP Scope & Cost Estimating (various projects) 2098-98	2098-98	50,000	50,000	50,000	50,000	50,000	250,000
CIP Contingency 2099-99	2099-99	590,000	315,000	200,000	150,000	310,000	1,565,000
Town Operating Funds	1	6,190,000	6,017,000	3,606,000	3,736,000	7,717,000	27,266,000
Sewer System Assessment	2017-06	605,000					839,200
Sewer Improvements	2019-05	400,000	300,000	200,000	100,000	100,000	1,600,000
Total Wastewater Enterprise Funds		1,005,000	300,000	200,000	100,000	100,000	2,439,200
Total Town Funded Projects		7,195,000	6,317,000	3,806,000	3,836,000	7,817,000	29,705,200
Other Fund Sources							
Lincoln Dr, Mockingbird Ln, Indian Bend - Five Star Development		8,035,000	505,000				9,660,000
FCD LIBW Invergordon Improv. Alt. 1 - Flood Control District		0,000,000	1,000,000	671,000	2,593,000		4,264,000
SRP Denton Ln Underground Conversion - SRP Aesthetics		200,000	1,000,000	071,000	2,333,000		200,000
SRP Denton Ln Underground Conversion - SRP Aesthetics		70,000					200,000
Mockingbird Ln Improvements: Lincoln Dr to McDonald - CMAQ		70,000			1,266,000		1,266,000
Total Other Fund Sources		8,305,000	1,505,000	671,000	3,859,000		1,266,000
				-			
TOTAL CAPITAL PROJECTS		15,500,000	7,822,000	4,477,000	7,695,000	7,817,000	45,095,200

Capital 1	Improvement Pl	an			2021 thru	2025	Department	Streets 30-40-968
Town of	Paradise Valle	y, Ari	zona				Contact	Jason Harris
Project #	2016-14						Туре	Improvement
Project Nam	e Lincoln, Mocking	gbird, ]	Indian Bend	d Improvem	ents		Useful Life Category	Streets
	,	<i>,</i>		•			Category	Streets
Description	n					Total	Project Cost:	\$13,427,000
Mockingbird Indian Bend Scope of wo Mockingbird 3/16/2020 St 4/01/2020 Fi June 2021 St Aug 2021 Et Justificatio Reconstruct	l Ln/Indian Bend Rd, sew stones: art Construction nal Sealed Plans Issued ubstantially Complete ad Construction	n Bend R Ekingbird ed to, nev ver and st	Ln w roads, bike la torm drain (10-	yr storm event)	, utility reloca	tions, landsca	ping within rig	uail Run Rd, roundabout ht of way and medians.
The Town hi	red Wood Patel & Assoc	viates for	construction m	nanagement to s	upplement To	wn staff durin	g construction	
Prior	Expenditures		2021	2022	2023	2024	2025	Total
2,400,000	Professional Services		150,000	7,000				157,000
Total	Land/ROW Construction		350,000 9,400,000	700,000				350,000 10,100,000
	Construction Admin		360,000	60,000				420.000
		Total	10,260,000	767,000				11,027,000
Prior	<b>Funding Sources</b>		2021	2022	2023	2024	2025	Total
2,400,000	Five Star Development		8,035,000	505,000				8,540,000
Total	Town of Paradise Valley	/	2,225,000	262,000				2,487,000
		Total	10,260,000	767,000				11,027,000
Budget Im	pact/Other							
	s maintenance costs will							
	s maintenance costs win	increase	due to addition	nal medians, lan	dscaping, irrig	ation, and asp	ohalt.	

#### 2021 thru 2025

Town of Paradise Valley, Arizona

Project # 2017-06

Project Name Sewer System Assessment 55-40-943

Department Wastewater Contact Jason Harris

Type Maintenance

Useful Life

Category Sewer System Assessment 55-

Descriptio	n								
Location: To	own-wide								
This project	involves the annual on-§	going asses	ssment of the T	Fown owned se	ewer system an	d required flow	monitoring.		
Justificati	on	7							
General Pla	n Implementation Measu	res: 6.3-1.	15						
required the joints, manh	ntered into an Intergover Town's sewer system to tole corrosion, etc. Flow	be assesse	d within the fi g is also requir	irst five years. red to be comp	The assessment leted in Spring	t will identify is 2021.	sues such as st	ructural defects,	
Prior	Expenditures Professional Services		2021	2022	2023	2024	2025	Total	
936,800 Total	Professional Services	Total	605,000 605,000					605,000 605,000	
Prior	Funding Sources		2021	2022	2023	2024	2025	Total	
936,800	Wastewater		605,000					605,000	
Total		Total	605,000					605,000	
Budget In	npact/Other								

#### 2021 thru 2025

Department Wastewater

#### Town of Paradise Valley, Arizona

Project # 2019-05

Project Name Sewer System Improvements 55-40-990

Contact Paul Mood

Type Maintenance

Useful Life

Category Sewer System Improvements 5

Description

Sewer system improvements based on the sewer assessment program.

#### Justification

Initiate repairs as identified by the sewer system assessment program and other repairs as required.

Prior	Expenditures		2021	2022	2023	2024	2025	Total
700,000	Construction		400,000	300,000	200,000	100,000	100,000	1,100,000
Total		Total	400,000	300,000	200,000	100,000	100,000	1,100,000
Prior	<b>Funding Sources</b>		2021	2022	2023	2024	2025	Total
700,000	Wastewater		400,000	300,000	200,000	100,000	100,000	1,100,000
Total		Total	400,000	300,000	200,000	100,000	100,000	1,100,000

Budget Impact/Other

#### 2021 thru 2025

#### Town of Paradise Valley, Arizona

Project # 2020-13

Project Name Lincoln Dr Median Improvements: 32nd St to Tatum

DepartmentStreets 30-40-968ContactPaul MoodTypeImprovementUseful LifeStreets

#### Description

Reconstruct medians along Lincoln Dr from 32nd St to Tatum Blvd to provide improved median access control, vehicle storage; install landscaping per the Visually Significant Corridors Master Plan, and make Intelligent Transportation System (ITS) improvements.

#### Justification

Project will replace aging infrastructure and provide for improved median access control.

Work to be completed prior to Lincoln Dr mill & overlay project scheduled for Summer 2021.

Coordinate with other projects (EPCOR, City of Phoenix, Public Works)

Visually Significant Corridors Master Plan standards

Pavement Condition Index (PCI) is as follows: Lincoln Dr: 32nd St to Tatum Blvd, PCI= 64.2 (Feb 2019)

Prior	Expenditures	2021	2022	2023	2024	2025	Total
100,000	Professional Services	20,000					20,000
Total	Construction	675,000					675,000
	Tota	el 695,000					695,000
Prior	Funding Sources	2021	2022	2023	2024	2025	Total
100,000	Town of Paradise Valley	695,000					695,000
Total	Tota	l 695,000					695,000

Budget Impact/Other

Public Works maintenance costs will increase with additional landscaping and irrigation.

#### 2021 thru 2025

#### Town of Paradise Valley, Arizona

Project # 2020-14

Project Name Lincoln Median Improvements: Tatum to Mockingbird

DepartmentStreets 30-40-968ContactPaul MoodTypeImprovementUseful LifeCategoryStreets

#### Description

Reconstruct medians along Lincoln Dr from Tatum Blvd to Mockingbird Ln to provide improved median access control, vehicle storage; install landscaping per the Visually Significant Corridors Master Plan, and make Intelligent Transportation System (ITS) improvements.

#### Justification

Project will replace aging infrastructure and provide for improved median access control.

Work to be completed prior to Lincoln Dr mill & overlay project scheduled for Summer 2021.

Coordinate with other projects (EPCOR, APS, Public Works)

Visually Significant Corridors Master Plan standards

Add new irrigation lines to avoid manually watering.

Pavement Condition Index (PCI) is as follows: Lincoln Dr: Tatum Blvd to Mockingbird Ln, PCI= 63.0 (Feb 2019)

Prior	Expenditures		2021	2022	2023	2024	2025	Total
100,000	Professional Services		20,000					20,000
Total	Construction		1,400,000					1,400,000
		Total	1,420,000					1,420,000
Prior	Funding Sources		2021	2022	2023	2024	2025	Total
100,000	Town of Paradise Valley		1,420,000					1,420,000
Total		Total	1,420,000					1,420,000

#### **Budget Impact/Other**

Public Works maintenance costs will increase with additional landscaping and irrigation.

#### 2021 thru 2025

Department Streets 30-40-968 Contact Jason Harris

#### Town of Paradise Valley, Arizona

Project # 2019-01

Project Name Lincoln Dr & Invergordon Intersection Realignment

Contact	Jason Harris
Туре	Improvement
Useful Life	

Category Streets

Descriptio	n							
Location: N	orthwest corner of Lincoli	n Dr & In	vergordon Rd	intersection				
Realign Invo	ergordon Rd, north of Line	coln Dr, t	o align the tra	vel lanes to ma	atch approach to	o intersection so	outh of Lincoln	Dr.
Justificatio	Dn	]						
Jeneral Plan	n Implementation Measure	es: 4.5-1.	11					
Jomplete w	ork prior to Lincoln Dr m	ill & over	lay project sc.	heduled for Su	mmer 2021.			
Prior	Expenditures		2021	2022	2023	2024	2025	Total
130,000	Construction		100,000					100,000
Fotal		Total	100,000					100,000
Prior	Funding Sources		2021	2022	2023	2024	2025	Total
130,000	Town of Paradise Valley		100,000					100,000
		Total	100,000					100,000
Fotal								
<b>Fotal</b>								

#### 2021 thru 2025

Department SRP Undergrounding 30-40-9

Town of Paradise Valley, Arizona

Project # 2020-02

Project Name SRP Denton Ln Underground Conversion

Contact Jason Harris

Type Improvement

Useful Life

Category SRP Undergrounding

Description							
ocation: Back of lots on south side	of Denton I	Ln, east of Pa	lo Cristi Rd				
cope of work includes removal of for nchors. CenturyLink overhead facil				nately 2,240 fee	t of overhead c	onductor, and s	everal pole guy win
Inderground conversion will require ansformers. CenturyLink facilities			•	et of trench, 4,1	00 feet of cond	actor, and five	pad-mounted
Justification	7						
eneral Plan Implementation Measu	res: 8.7-1.	.13/2.3-1.12/3	.3-1.13				
Yown Council supports the cost shar Yown Portion = (Total SRP Project C Lesident Portion = (Total SRP Projec On May 9, 2019, Town Council appr esthetic funds in the amount of \$200 Expenditures	Cost - Aesth ct Cost - Ae roved agree	hetic Funds) x esthetic Funds ements with S	s) x 33.3% RP & Century	Link in order to			
Fown Portion = (Total SRP Project C Resident Portion = (Total SRP Project On May 9, 2019, Town Council appr esthetic funds in the amount of \$200 Expenditures	Cost - Aesth ct Cost - Ae roved agree	hetic Funds) x esthetic Funds ements with S 2021	s) x 33.3%	-	p proceed with t 2024	he project. Tow <b>2025</b>	Total
Yown Portion = (Total SRP Project C Resident Portion = (Total SRP Project On May 9, 2019, Town Council appr esthetic funds in the amount of \$200	Cost - Aesth ct Cost - Ae roved agree	hetic Funds) x esthetic Funds ements with S	s) x 33.3% RP & Century	Link in order to			
Cown Portion = (Total SRP Project C esident Portion = (Total SRP Projec On May 9, 2019, Town Council appr esthetic funds in the amount of \$200 Expenditures	Cost - Aesth ct Cost - Ad roved agree 0k.	hetic Funds) x esthetic Funds ements with S 2021 440,000	s) x 33.3% RP & Century	Link in order to			<b>Total</b> 440,000
Yown Portion = (Total SRP Project C Resident Portion = (Total SRP Project On May 9, 2019, Town Council appr esthetic funds in the amount of \$200 Expenditures Construction	Cost - Aesth ct Cost - Ae roved agree 0k. Total	hetic Funds) x esthetic Funds ements with S 2021 440,000 440,000	s) x 33.3% RP & Century 2022	Link in order to	2024	2025	Total 440,000 440,000
Yown Portion = (Total SRP Project C Resident Portion = (Total SRP Project On May 9, 2019, Town Council appr esthetic funds in the amount of \$200 Expenditures Construction Funding Sources	Cost - Aesth ct Cost - Ae roved agree 0k. Total	hetic Funds) x esthetic Funds ements with S 2021 440,000 440,000 2021	s) x 33.3% RP & Century 2022	Link in order to	2024	2025	Total 440,000 440,000 Total
Yown Portion = (Total SRP Project C Resident Portion = (Total SRP Project On May 9, 2019, Town Council appresented esthetic funds in the amount of \$200 Expenditures Construction Funding Sources Residents of Paradise V	Cost - Aesth ct Cost - Ae roved agree 0k. Total _	hetic Funds) x esthetic Funds ements with S 2021 440,000 440,000 2021 70,000	s) x 33.3% RP & Century 2022	Link in order to	2024	2025	Total           440,000           440,000           Total           70,000

Budget Impact/Other

No current or future operating cost as these are SRP and CenturyLink facilities.

#### 2021 thru 2025

Department Stormwater 30-40-967

#### Town of Paradise Valley, Arizona

Project # 2020-10

Project Name Miscellaneous Drainage Improvements

Contact Jason Harris Type Improvement Useful Life

Category Streets

Description

Roadway drainage improvements at various locations Town-wide.

#### Justification

Potential funding from Maricopa County Flood Control District's Small Project Assistance Program to aid in spot improvements and erosion control due to flooding.

Prevent ongoing maintenance by Public Works.

Minimize road closures, excessive storm debris removal, and potential residential flooding.

Prior	Expenditures	2021	2022	2023	2024	2025	Total
300,000	Construction	50,000	200,000	200,000	200,000	200,000	850,000
Total	Total	50,000	200,000	200,000	200,000	200,000	850,000
Prior	Funding Sources	2021	2022	2023	2024	2025	Total
300,000	Town of Paradise Valley	50,000	200,000	200,000	200,000	200,000	850,000
		50.000	200.000	200.000	200.000	200.000	850.000

Budget Impact/Other

#### 2021 thru 2025

Department Streets 30-40-968

#### Town of Paradise Valley, Arizona

Project # 2019-03

Project Name Highlands Drive Cul De Sac

Contact Jason Harris Type Improvement Useful Life

Category Streets

Description

Construction of a cul-de-sac at the northern termination of Highlands Drive.

Justification

General Plan Implementation Measures: 4.5-1.11

The dead end roadway makes it difficult for vehicles to safely turn around.

Per prior easement acquisition agreement, the improvements to the north end of Highlands Dr was to be placed in the FY17-22 Capital Improvement Program subject to Council approval.

Expenditures	2021	2022	2023	2024	2025	Total
Professional Services	90,000					90,000
Land/ROW	50,000					50,000
Construction		240,000				240,000
Total	140,000	240,000				380,000
Funding Sources	2021	2022	2023	2024	2025	Total
Town of Paradise Valley	140,000	240,000				380,000
Total	140,000	240,000				380,000

Budget Impact/Other	

#### 2021 thru 2025

Department Technology 30-40-990

#### Town of Paradise Valley, Arizona

Project # 2020-12

Project Name License Plate Readers Update

Contact Steven Brunasso Type Improvement Useful Life Category Technology

Description

Update License Plate Readers (LPR) at eleven locations Town-wide.

#### Justification

LPRs were first installed in 2015 and their technology needs updating to maintain current service level, increase public safety communications, and improve reliability.

Expenditures	2021	2022	2023	2024	2025	Total
Equipment	350,000					350,000
Total	350,000					350,000
Funding Sources	2021	2022	2023	2024	2025	Total
						0 = 0 000
Town of Paradise Valley	350,000					350,000

Budget Impact/Other

#### 2021 thru 2025

Department Streets 30-40-968

#### Town of Paradise Valley, Arizona

Project # 2020-11

Project Name 56th & Doubletree Ranch Intersection Improvement

Contact Type Improvement Useful Life Category Streets

Description

Install dedicated left and right turn lanes on 56th St at Doubletree Ranch Rd.

#### Justification

Address peak hour traffic congestion due to Cherokee Elementary School.

Coordination with school reconstruction within the next couple of years.

Coordination with City of Phoenix water main replacement project in FY21.

Prior	Expenditures	2021	2022	2023	2024	2025	Total
22,000	Construction		125,000				125,000
Total	Total		125,000				125,000
Prior	Funding Sources	2021	2022	2023	2024	2025	Total
22,000	Town of Paradise Valley		125,000				125,000
Total	Total		125,000				125,000

Budget Impact/Other

#### 2021 thru 2025

Department Streets 30-40-968 Contact Jason Harris

#### Town of Paradise Valley, Arizona

Project # 2021-03

Project Name Mockingbird Ln Improvement: 56th St to Invergordon

Type Improvement

Useful Life Category Streets

Description Location: Mockingbird Ln: 56th St to Invergordon Rd A continuation of the FY2012-13 Mockingbird Ln project from 52nd St to 56th St which includes a curvilinear alignment, new curb and gutter, medians, bike lanes, and sidewalk. Justification General Plan Implementation Measures: 4.5-1.1 / 4.5-1.11 & 12 City of Phoenix water main replacement scheduled for FY21. Reconstruct road to match the General Plan cross section for a Minor Arterial and match the cross section from 52nd St to 56th St. Prior year costs include alignment study and drainage design concept report to be presented to Town Council to verify scope of work. Pavement Condition Index (PCI) is as follows: Mockingbird Ln: 56th St to Invergordon Rd, PCI= 64.7 (Feb 2019) Prior 2021 2022 2023 2024 2025 Expenditures Total **Professional Services** 400,000 400,000 105,000 Construction 4,000,000 4,000,000 Total 400,000 4,400,000 4,000,000 Total **Funding Sources** 2023 2024 2025 Prior 2021 2022 Total Flood Control District 1,000,000 1,000,000 105,000 Town of Paradise Valley 400,000 3,000,000 3,400,000 Total 400,000 4,000,000 4,400,000 Total **Budget Impact/Other** 

Public Works maintenance costs may increase if additional medians, landscaping and irrigation are installed.

#### 2021 thru 2025

Department Facility Improvement 30-40-9

#### Town of Paradise Valley, Arizona

2018-01 Project #

Project Name Public Works / Engineering Remodel

1

Contact Jason Harris

Туре Improvement

**Useful Life** 

Category Facility Improvement

Description	on						
Location: P	ublic Works/Engineering Build	ling					
entrance, ne	udes the design and construction ew conference room, offices, p nd parts storage improvements	lan review area, ar	nd interior space	e reorganization	n to better utiliz	e the existing s	
Justificati	ion						
best meet th	there is no more office space for ne long-term needs of the town ent additions of a Hillside Adm	based on current a	and future staffing	ng and storage	needs.		
Prior	Expenditures	2021	2022	2023	2024	2025	Total
24,000	Professional Services		100,000				100,000
Total	Construction		1,370,000				1,370,000
I Utal	Construction Admin		30,000				30,000
	To	tal	1,500,000				1,500,000
		-					
Prior	Funding Sources	2021	2022	2023	2024	2025	Total
<b>Prior</b> 24,000	Funding Sources Town of Paradise Valley	<b>2021</b> 1,500,000	2022	2023	2024	2025	<b>Total</b> 1,500,000
		1,500,000	2022	2023	2024	2025	

Budget Impact/Other

Utility costs are anticipated to increase with additional building space.

#### 2021 thru 2025

Department Facility Improvement 30-40-9

#### Town of Paradise Valley, Arizona

Project # 2018-02

Project Name Police Department Remodel

Contact Jason Harris

Type Improvement

Useful Life

Category Facility Improvement

Description							
Location: Police Department							
Work includes the design and cons additions are also proposed includi					cluding new c	arpet and HVA	C upgrades.
Justification							
Based on 2017 space needs assessr	nent, a remo	del of the bu	ilding will aid st	aff in assisting	visitors who er	nter lobby area	. A new gun r
ford Town's officers the ability to	o maintain th	ien certincat	ions without nee	cu to depend on	other cities' tra	uning facilities	
The 2017 space needs assessment t	o be updated	d in FY22. So	cope of work and	d cost estimate t	to be updated a	is required.	
The 2017 space needs assessment t	o be updated	d in FY22. So 2021			to be updated a	2025	Total
The 2017 space needs assessment t <u>Expenditures</u> Professional Services			cope of work and 2022 125,000	d cost estimate t			<b>Total</b> 125,000
Expenditures			2022				
Expenditures Professional Services			2022	2023			125,000
Expenditures Professional Services	-		<b>2022</b> 125,000	<b>2023</b> 1,300,000			125,000 1,300,000
Expenditures Professional Services Construction	Total	2021	<b>2022</b> 125,000 <b>125,000</b>	2023 1,300,000 1,300,000	2024	2025	125,000 1,300,000 <b>1,425,000</b>

Increase in square footage will increase operating expenses.

#### 2021 thru 2025

#### Town of Paradise Valley, Arizona

Project # 2018-03

Project Name Mockingbird Ln Improvements: Lincoln - McDonald Dr

DepartmentStreets 30-40-968ContactJason Harris

Type Improvement Useful Life

Category Streets

Total Project Cost: \$2,039,000

Project includes the addition of vertical curb and gutter as well as new sidewalk and driveway adjustments to complete the roadway cross section. Bike lanes will be installed to meet standard width.

Justification

Description

General Plan Implementation Measures: 4.5-1.11

Mitigate roadway erosion, replace several driveways, adjust sidewalk elevation, add new sidewalk to fill in gaps where no sidewalk exists.

Pavement Condition Index (PCI) is as follows: Mockingbird Ln: Lincoln Dr to McDonald Dr, PCI= 64.8 (Feb 2019)

Expenditures	2021	2022	2023	2024	2025	Total
Professional Services		200,000				200,000
Land/ROW			500,000			500,000
Construction				1,339,000		1,339,000
Total	1	200,000	500,000	1,339,000		2,039,000
Funding Sources	2021	2022	2023	2024	2025	Total
Federal CMAQ Funds				1,266,000		1,266,000
Town of Paradise Valley		500,000	200,000	73,000		773,000
		500.000	200.000	1.339.000		2,039,000

#### Budget Impact/Other

Public Works maintenance costs may increase due to additional curb. However, these costs may be offset by reduction in cleanup after storm events.

#### 2021 thru 2025

**Department** Facility Improvement 30-40-9

Town of Paradise Valley, Arizona

Project # 2020-01

Description

Project Name Town Hall Chiller Replacement

Contact Jason Harris

Type Maintenance

Useful Life

Category Facility Improvement

Location: Town Hall Replace chiller at Town Hall. The chiller provides cold water to the air handlers which cool Town Hall.

Justification
The existing chiller was installed in 2002 and has an average life span of 15 to 20 years. Parts to maintain the equipment are becoming difficult to find and more expensive. If the chiller fails during the summer months, it may require closure of Town Hall.

Expenditures	2021	2022	2023	2024	2025	Total
Equipment			150,000			150,000
To	tal		150,000			150,000
Funding Sources	2021	2022	2023	2024	2025	Total
Town of Paradise Valley			150,000			150,000
To	. 1		150.000			150,000

Budget Impact/Other

#### 2021 thru 2025

Department Streets 30-40-968 Contact Jason Harris

#### Town of Paradise Valley, Arizona

Project # 2020-07

**Project Name** 45th Street Curbs: McDonald Dr to Valley Vista Ln

Type Improvement Useful Life

Category Streets

Description						
Location: 45th St: McDonald Dr to V	Valley Vista Ln					
Remove and replace existing asphalt	curbs with new concre	ete curbs.				
1 0 1						
Justification	 _					
General Plan Implementation Measu	res: 1 5_1 11					
1						
Avoid damage to road due to erosior	; existing curbs are fai	ling and require	replacement.			
e		6 1	1			
	C 11					
avement Condition Index (PCI) is a	is follows:					
		2019)				
		2019)				
		2019) <b>2022</b>	2023	2024	2025	Total
45th St: McDonald Dr to Valley Vis	ta Ln, PCI= 95.1 (Feb	,	<b>2023</b> 125,000	2024	2025	<b>Total</b> 125,000
45th St: McDonald Dr to Valley Vis	ta Ln, PCI= 95.1 (Feb	,		2024	2025	
45th St: McDonald Dr to Valley Vis	ta Ln, PCI= 95.1 (Feb 2021	,	125,000	2024	2025	125,000
45th St: McDonald Dr to Valley Vis	ta Ln, PCI= 95.1 (Feb 2021	,	125,000	2024	2025	125,000
Construction	ta Ln, PCI= 95.1 (Feb 2021 Total 2021	2022	125,000 <b>125,000</b>			125,000 <b>125,000</b>
45th St: McDonald Dr to Valley Visi Expenditures Construction Funding Sources	ta Ln, PCI= 95.1 (Feb 2021 Total 2021	2022	125,000 125,000 2023			125,000 125,000 Total
45th St: McDonald Dr to Valley Visi Expenditures Construction Funding Sources	ta Ln, PCI= 95.1 (Feb 2021 Total 2021 y	2022	125,000 125,000 2023 125,000			125,000 125,000 Total 125,000
45th St: McDonald Dr to Valley Vision Expenditures Construction Funding Sources	ta Ln, PCI= 95.1 (Feb 2021 Total 2021 y	2022	125,000 125,000 2023 125,000			125,000 125,000 Total 125,000

#### 2021 thru 2025

Department Streets 30-40-968

#### Town of Paradise Valley, Arizona

TBA2 Project #

Project Name McDonald Dr Curb Replacement: 40th St to 44th St

Contact Jason Harris Type Improvement **Useful Life** 

Category Streets

Location: McDonald Dr: 40th St to	44th St					
Removal of existing asphalt curbs a	nd replacement w	ith new concrete curb	s.			
Justification						
General Plan Implementation Meas	ures: 4.5-1.11					
Existing curbing is failing and requi	ires replacement.					
Pavement Condition Index (PCI) is	as follows:					
AcDonald Dr: 40th St to 44th St, P		9)				
Expenditures	202	1 2022	2023	2024	2025	Total
			150,000			150,000
Construction						
Construction	Total		150,000			150,000
Construction	Total		150,000			150,000
Funding Sources	Total 202	1 2022	150,000 2023	2024	2025	150,000 Total
	202	1 2022		2024	2025	
Funding Sources	202	1 2022	2023	2024	2025	Total
Funding Sources	202 ey	1 2022	<b>2023</b> 150,000	2024	2025	<b>Total</b> 150,000
Funding Sources	202 ey	1 2022	<b>2023</b> 150,000	2024	2025	<b>Total</b> 150,000

#### 2021 thru 2025

#### Town of Paradise Valley, Arizona

Project # 2020-15

Project Name Lincoln Dr & Tatum Blvd Intersection Improvement

DepartmentStreets 30-40-968ContactPaul MoodTypeImprovementUseful LifeStreets

#### Description

Reconstruct crosswalks at the intersection of Lincoln Dr & Tatum Blvd using decorative concrete pattern, enhance landscaping and screening of utilities.

#### Justification

Crosswalks to be installed after completion of the Lincoln Dr mill & overlay project scheduled for Summer 2021.

Landscaping and hardscape to be installed at later date after intersection improvements are completed and contingent on funding availability and Council's direction.

Prior	Expenditures	2021	2022	2023	2024	2025	Total
10,000	Professional Services			30,000			30,000
Total	Construction			200,000			200,000
Total	Total			230,000			230,000
Prior	<b>Funding Sources</b>	2021	2022	2023	2024	2025	Total
10,000	Town of Paradise Valley			230,000			230,000
Total	Total			230,000			230,000

**Budget Impact/Other** 

Enhanced crosswalks, landscaping, and hardscape will increase Public Works maintenance costs.

#### 2021 thru 2025

Town of Paradise Valley, Arizona

2021-01 Project #

Project Name FCD LIBW Invergordon Dr Improvements Alt 1

Туре Improvement **Useful Life** 

Category Stormwater

Description

Implementation of the Flood Control Districts (FCD) Lower Indian Bend Wash (LIBW) Area Drainage Master Study Invergordon Rd Alternative 1 which includes the following improvements designed for a 10 year storm event, funded by the Town and the Flood Control District of Maricopa County.

1. Sedimentation basins on Northern Ave as well as Maverick Rd

2. Storm drain from sedimentation basins east to Invergordon and north to the Indian Bend Wash

#### Justification

General Plan Implementation Measures: 7.4-1.1 / 6.3-1.17

50% match from Flood Control District for design and construction is assumed.

Benefit/cost ratio study to identify impacts/risks to the Town is programmed for FY23 and is 100% Town cost.

Pavement Condition Index (PCI) is as follows:

Invergordon Rd: Northern Ave to Indian Bend Wash, PCI= 87.5 (Feb 2019)

Expenditures	2021	2022	2023	2024	2025	Total
Professional Services			872,000	374,000		1,246,000
Land/ROW			500,000			500,000
Construction				4,812,000		4,812,000
Tota	.1		1,372,000	5,186,000		6,558,000
Funding Sources	2021	2022	2023	2024	2025	Total
Flood Control District			671,000	2,593,000		3,264,000
Town of Paradise Valley			701,000	2,593,000		3,294,000
Tota			1,372,000	5,186,000		6,558,000

#### **Budget Impact/Other**

This project will add over one mile of storm drain pipes and culverts, including inlets and manholes, that will need to be maintained. It will help lessen road closures and post storm clean up efforts on the Town's roadways from storm events.

#### 2021 thru 2025

Town of Paradise Valley, Arizona

Project # 2020-05

Project Name Denton Lane Cul De Sac

DepartmentStreets 30-40-968ContactJason HarrisTypeImprovementUseful LifeStreets

Description	]						
Construction of a cul-de-sac at the eas	tern termination	n of Denton Lane. C	urrently vehicles	utilize private d	riveways to tur	n around.	
Justification	]						
General Plan Implementation Measure	es: 4.5-1.11						
SRP project. Expenditures	202	21 2022	2023	2024	2025	Total	
Professional Services	202	1 2022	2025	70,000	2023	70,000	
Construction				,	217,000	217,000	
	Total			70,000	217,000	287,000	
<b>Funding Sources</b>	202	2022	2023	2024	2025	Total	
Town of Paradise Valley				70,000	217,000	287,000	
	Total			70,000	217,000	287,000	
	_						
Budget Impact/Other							

Public Works maintenance costs will increase due to additional asphalt.

### 2021 thru 2025

Department Facility Improvement 30-40-9

Contact Jason Harris

Type Improvement

Useful Life

Category Facility Improvement

Town of Paradise Valley, Arizona

Project # TBA

Project Name Town Hall Remodel (Ultimate Buildout)

Descriptio	on								
Location: T	'own Hall								
Project will	l complete the ultimate bu	uildout of c	office and me	eting spaces bas	sed on a 2017 st	pace needs asse	ssment.		
- 5			-	01					
Justificati	ion	<u>ר</u>							
	t will provide a functional	l Town Ha	ll to accomm	odate current a	nd future staffir	ig and storage r	needs, plan revie	ew area, meeting	rooms,
and commu							··· /1		
	1	• 14	· • • • • • • • •	C 1	• • • •	. 1 . 1 . 1	• 1		
The 2017 sp	pace needs assessment to	be updated	l in FY24. Sc	ope of work an	d cost estimate	to be updated as	s required.		
	Expenditures		2021	2022	2023	2024	2025	Total	
	Professional Services					150,000		150,000	
	Construction						1,500,000	1,500,000	
		Total				150,000	1,500,000	1,650,000	
		-							
	Funding Sources		2021	2022	2023	2024	2025	Total	
	Funding Sources	у	2021	2022	2023	<b>2024</b> 150,000	<b>2025</b> 1,500,000	<b>Total</b> 1,650,000	
		y Total	2021	2022	2023				
			2021	2022	2023	150,000	1,500,000	1,650,000	
Budget In			2021	2022	2023	150,000	1,500,000	1,650,000	
Budget In	Town of Paradise Valle		2021	2022	2023	150,000	1,500,000	1,650,000	
Budget In	Town of Paradise Valle		2021	2022	2023	150,000	1,500,000	1,650,000	
Budget In	Town of Paradise Valle		2021	2022	2023	150,000	1,500,000	1,650,000	

### 2021 thru 2025

Department Streets 30-40-968

### Town of Paradise Valley, Arizona

Project # 2018-06

Project Name 56th St Sidewalks: Mockingbird to Doubletree Ranch

Contact Jason Harris Type Improvement Useful Life

Category Streets

Location: 56th St: Mocking							
	gbird Ln to Double	tree Ranch Rd					
Complete approximately 1,	200 LF of sidewal	k along the we	est side of 56th	St to fill in gaps	s to the existing s	sidewalk infras	tructure.
Justification							
eneral Plan Implementati	on Measures: 4.5-3	1.6 / 4.5-1.7					
avement Condition Index 6th St: Mockingbird Ln to			.6 (Feb 2019)				
Expenditur	es	2021	2022	2023	2024	2025	Total
Professional	Services				90,000		90,000
Construction						590,000	590,000
	Total				90,000	590,000	680,000
Funding So	ources	2021	2022	2023	2024	2025	Total
Town of Doro	dise Valley				90,000	590,000	680,000
Town of Para	Total				90,000	590,000	680,000
	10141						
	10001						
	1000						

#### 2021 thru 2025

### Town of Paradise Valley, Arizona

2020-06 Project #

Project Name Tatum Sidewalks: Doubletree Ranch to Mountain View

Department Streets 30-40-968 **Contact** Jason Harris

Туре Improvement **Useful Life** 

Category Streets

Description	]
Location: East side of Tatum Blvd: Do	ubletree Ranch Rd to Mountain View Rd

Install new 6' wide colored concrete sidewalk on the east side of Tatum Blvd completing a connection to existing sidewalks between Doubletree Ranch Rd and Mountain View.

This connection is in the eastern half of Tatum Blvd, which is within the city of Phoenix right-of-way, but provides service to Town residents.

#### Justification

General Plan Implementation Measures: 4.5-1.6 / 4.5-1.7

Pedestrian safety and accessibility to neighboring streets and bus routes. Potential for grant funding opportunities may exist contingent on funding availability and if project is programmed in the Town's 5-year capital improvement plan.

Expenditures	2021	2022	2023	2024	2025	Total
Professional Services				30,000		30,000
Construction					300,000	300,000
Total				30,000	300,000	330,000
Funding Sources	2021	2022	2023	2024	2025	Total
Funding Sources Town of Paradise Valley	2021	2022	2023	<b>2024</b> 30,000	<b>2025</b> 300,000	<b>Total</b> 330,000

Budget Impact/Other

Public works maintenance costs will increase due to additional sidewalks.

Capital Improvement Plan	2021 thru 2025	Department	Streets 30-40-968
Town of Paradise Valley, Arizona		Contact	Jason Harris
Project # 2021-02		Туре	Improvement
Project Name 32nd St Sidewalks: Stanford Dr t	o Lincoln Dr	Useful Life Category	Streets
	Tota	l Project Cost:	\$2,950,000
Description Location: East side of 32nd St: Stanford Dr to Lincoln Dr	1014	i i i ojeci Cosi.	\$2,950,000
Install approximately 4,800 LF of 6' wide colored concrete of Phoenix limits and neighboring commercial and recreati This project connects existing pedestrian facilities at the To 32nd St. At the north end of the project, commercial uses of this project there is the SRP Arizona Canal which is heavil. Challenges include both cut and fill at certain points along detach or meander the sidewalk.	onal uses. own's boundary with the City of Phoenix at L exist as well as a trailhead within the Phoenix y utilized by pedestrians. Resident requests f	incoln Dr and Mountain Pre	32nd St to Stanford Dr and serve. On the south side of project have been received.
Justification			
General Plan Implementation Measures: 4.5-1.6 / 4.5-1.7			
Potential funding from other sources e.g., City of Phoenix,	CMAQ.		
Potential for grant funding opportunities may exist conting improvement plan.	ent on funding availability and if project is project in the state of	rogrammed in t	the Town's 5-year capital

Expenditures	2021	2022	2023	2024	2025	Total
Professional Services				300,000		300,000
Construction					2,650,000	2,650,000
Tota	.1			300,000	2,650,000	2,950,000
Funding Sources	2021	2022	2023	2024	2025	Total
Town of Paradise Valley				300,000	2,650,000	2,950,000
Tota	.1			300,000	2,650,000	2,950,000

Budget Impact/Other

Public Works maintenance costs will increase due to additional sidewalks.

#### 2021 thru 2025

Town of Paradise Valley, Arizona

Project # 2021-05

Project Name White Wing Rd Half Street Improvements

Department Streets 30-40-968 Contact Jason Harris Type Improvement

Useful Life

Category Streets

Description

Complete half street improvements on White Wing Rd, north of Lincoln Dr to cul de sac. Total length of the project is approximately 400 feet but may be reduced as properties redevelop.

Justification

Landscape currently bisects roadway and does not allow for two-way travel.

Pavement Condition Index (PCI) is as follows: White Wing Rd, north of Lincoln Dr, PCI= 69.3 (Feb 2019)

Expenditures	2021	2022	2023	2024	2025	Total
Professional Services				30,000		30,000
Construction					300,000	300,000
Tota	1			30,000	300,000	330,000
Funding Sources	2021	2022	2023	2024	2025	Total
Town of Paradise Valley				30,000	300,000	330,000
Tota	1			30,000	300,000	330,000

Budget Impact/Other

Public Works maintenance costs will increase due to additional asphalt.

#### 2021 thru 2025

Project # 2021-10

Project Name RWC Fiber Connection - Phase I Conduit Only

DepartmentTechnology 30-40-990ContactSteven BrunassoTypeImprovementUseful LifeZechnologyCategoryTechnology

Description

Install new 4" conduit for the Regional Wireless Cooperative (RWC) at various locations.

#### Justification

Need to complete gaps in connectivity to improve RWC communications, increase public safety communications reliability, and to provide "street smart" infrastructure.

Expenditures	2021	2022	2023	2024	2025	Total
Construction					200,000	200,000
То	tal				200,000	200,000
Funding Sources	2021	2022	2023	2024	2025	Total
Town of Paradise Valley					200,000	200,000
Та	tal				200.000	200,000

Budget Impact/Other

#### 2021 thru 2025

Department Technology 30-40-990

### Town of Paradise Valley, Arizona

2021-11 Project #

Project Name RWC Fiber Connection - Phase II Fiber

Contact Steven Brunasso Туре Improvement **Useful Life** Category Technology

Description

Install fiber for the Regional Wireless Cooperative (RWC) at various locations.

#### Justification

Need to complete gaps in connectivity to improve RWC communications, increase public safety communications reliability, and to provide "street smart" infrastructure.

Expenditures	2021	2022	2023	2024	2025	Total
Construction					400,000	400,000
То	tal				400,000	400,000
Funding Sources	2021	2022	2023	2024	2025	Total
Town of Paradise Valley					400,000	400,000
	tal				400.000	400,000

Budget Impact/Other

### 2021 thru 2025

Town of Paradise	Val	ley, .	Arizona
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Project # 2016-06

Project Name Watershed Studies

DepartmentStormwater 30-40-967ContactJason HarrisTypeImprovementUseful Life

Category Stormwater

Descriptio	on						
Location: To	own-wide						
Plans/Studie an outside c	l combine modeling efforts fro es. The studies that encompas consultant to combine all of the n detail and ensure it reflects a	ss the Town of Para te town overlapping	adise Valley are g models, creatii	e anticipated to I	be completed by	y FY21, at whic	ch time the town wil
Justificati	.on						
General Pla	an Implementation Measures: 6	6.3-1.16 / 7.4-1.1 &	z 2				
Resolution 2	2017-08						
Create one	Town-wide model that provide	es the best availabl	e data to reside:	nts and develop	ers for planning	g purposes.	
Prior	Expenditures	2021	2022	2023	2024	2025	Total
100,000	Professional Services					450,000	450,000
Total	Tc	otal				450,000	450,000
Prior	Funding Sources	2021	2022	2023	2024	2025	Total
						450,000	450,000
100,000	Town of Paradise Valley	·	· · · · · · · · · · · · · · · · · · ·				
100,000 <b>Total</b>	,	otal				450,000	450,000

Future

10,000

Total

#### 2021 thru 2025

Department Streets 30-40-968 Contact Jason Harris

Streets

Town of Paradise Valley, Arizona

Project # 2020-03

Project Name Tatum Blvd Retaining Walls

Description Location: Tatum Blvd between Lincoln Dr and Desert Jewel Dr Design and construct retaining walls adjacent to the sidewalk at various locations along Tatum Blvd. Justification General Plan Implementation Measures: 3.3-1.7 / 4.5-1.10 Avoid further erosion onto existing sidewalks; reduce annual operating costs to maintain sidewalks. **Expenditures** 2021 2022 2023 2024 2025 Total **Professional Services** 30,000 30,000 Construction 370,000 370,000 400,000 400,000 Total **Funding Sources** 2021 2022 2023 2024 2025 Total Town of Paradise Valley 400,000 400,000 400,000 400,000 Total **Budget Impact/Other** 

**Useful Life** 

Category

#### 2021 thru 2025

### Town of Paradise Valley, Arizona

Project # TBA3

Project Name Town Gateway Entry Features - VSC

DepartmentStreets 30-40-968ContactJason HarrisTypeImprovement

Useful Life

Category Streets

Description

Improvements include enhance landscaping around entry monument signs and brick pavers or decorative stamped concrete across the street to delineate Town limits.

Justification

Town gateway entry features are identified in the Visually Significant Corridors (VSC) Master Plan

Expenditures	20	021	2022	2023	2024	2025	Total
Professional Services						10,000	10,000
Construction						140,000	140,000
	Total					150,000	150,000
Funding Sources	20	021	2022	2023	2024	2025	Total
Town of Paradise Valle	әу					150,000	150,000
	Total					150,000	150,000

#### 2021 thru 2025

Department Streets 30-40-968

### Town of Paradise Valley, Arizona

Project # 2099-98

Project Name CIP Scope & Cost Estimating

Contact Jason Harris

Type Improvement

Useful Life

Category CIP Scope & Cost Estimating

Description

Professional services for scope and cost estimating for CIP projects.

#### Justification

Updated scope and cost estimates will provide updated information to help aid in programming decisions.

Prior	Expenditures	2021	2022	2023	2024	2025	Total
50,000	Professional Services	50,000	50,000	50,000	50,000	50,000	250,000
Total	Total	50,000	50,000	50,000	50,000	50,000	250,000
Prior	Funding Sources	2021	2022	2023	2024	2025	Total
50,000	Town of Paradise Valley	50,000	50,000	50,000	50,000	50,000	250,000
	Total	50,000	50.000	50.000	50.000	50.000	250,000

Budget Impact/Other

#### 2021 thru 2025

Department CIP Contingeny 30-40-999

Town of Paradise Valley, Arizona

Project # 2099-99

Project Name CIP Contingency

**Contact** Jason Harris

Type Improvement

Useful Life

Category CIP Contingency

Description

Contingency to be used to address items not currently programmed in the CIP.

Justification

Annual budget adoption by Town Council.

Prior	Expenditures	2021	2022	2023	2024	2025	Total
200,000	Other	590,000	315,000	200,000	150,000	310,000	1,565,000
Total	Total	590,000	315,000	200,000	150,000	310,000	1,565,000
Prior	Funding Sources	2021	2022	2023	2024	2025	Total
200,000	Town of Paradise Valley	590,000	315,000	200,000	150,000	310,000	1,565,000
Total	Total	590,000	315,000	200,000	150,000	310,000	1,565,000

Budget Impact/Other

## REVENUE AND EXECUTIVE SUMMARY FY2020/21



May 14<sup>th</sup>, 2020

1

APR	IL 23 - OPERATING FU	JND							
DAY 1	Work session	Time							
FY2021	. Outlook *	0:15							
Introdu	ction								
Budget	t document overview	0:05							
Revent	ue scenerios *	0:10							
Reserv	e balances *	0:05							
Fundir	ng strategies *	0:05							
Opera	ting Fund summary *	0:10							
FTEs, F	SPRS, Contingencies *	0:10							
Central	services								
Financ	Finance office								
Inform	nation technology	0:10							
Develo	pment								
Planni	ing & Building	0:20							
Engine	ering	0:15							
Public	works	0:15							
Public s	afety								
Munic	ipal court	0:20							
Police	department	0:30							
Leaders	ship								
Town a	attorney	0:10							
Town r	manager	0:10							
Mayor	and Council	0:15							
Directio	on from Council	TBD							
ESTIMAT	ED TIME	3:30							

Modified April 21, May 8, 2020									
CONS	CONSIDERATIONS & ACTIONS								
	MAY 28								
DAY 4	Regular Session								
Tentativ	/e budget discussio	n							
Resolut	ion:								
Adopt	tentative budget FY2	2021							
	JUNE 11								
DAY 5a	Special Session								
Public h	nearing & discussio	n							
Resolut	ion:								
Final b	udget adoption 202	21							
	JUNE 11								
DAY 5b	Regular Session								
Tentati	ve Resolutions FY20	)21:							
Adopti	on of PSPRS policy								
Adopti	on of Financial pol	icies							
Adopti	on of Strategic reve	nue plan							
Resolut	ions FY2020:								
Budget	amendments 2020								
* inform	ation available by A	pril 21st							
** inforn	nation available by I	May 12th							

	MAY 14 - ALL FUNDS									
DAY 2	Work session	Time								
Follow	up from Day 1	0:05								
Revenue	e update **	0:10								
Executiv	ve summary **	0:10								
Enterpr	Enterprises									
Alarm		0:05								
Fire		0:03								
Wastewater 0:03										
Other programs										
Public	transit & Tourism	0:04								
Grants	and donations	0:02								
Contin	gencies	0:03								
CIP Fina	ancing & Debt service	0:10								
Capital	Improvement Plan**	0:50								
Directio	on from Council	TBD								
ESTIMAT	ED TIME	1:45								
MAY 28										
DAY 3	Work session	Time								
Follow	up from Day 1 & 2	0:15								
Eurodia	og strategies undate	0.05								

	100011-28									
DAY 3	Time									
Follow	0:15									
Funding strategies update 0:05										
State f	orms	0:05								
Change	s to recommended	0:20								
Directio	Direction from Council TBD									
ESTIMAT	STIMATED TIME 0:45									

<sup>3</sup> Revenue levels and expenditure priorities are not directly correlated. Revenue levels measure the current economic condition and climate to better monitor and expenditure priorities are based on services levels.

### **REVENUE REBOUND LEVELS**

The Town experienced sharp revenue drops that were abrupt and extremely deep. With the duration for rebound still uncertain, revenues yield caution.

**LEVEL I:** Based on a worse case scenario based on actual or historical data, like an economic shutdown.

**LEVEL II:** Current crisis has not materially impacted. Revenues remain steady or a slight reduction. Such as a contract or franchise.

**LEVEL III:** Presumes the economic activity driving the revenue has not been impacted or the revenue is resuming to FY2019 trends.

The FY2020/21 Strategic Revenue Plan will be less on stress testing revenues and focused on setting tools for monitoring and tracking revenue recovery on a month-to-month basis.

### **EXPENDITURE PRIORITIES**

The FY2021 Recommended department budgets have a built-in mechanism to fluidly transition back to their 2019 service levels as the Town's revenues rebound.

**PRIORITY ONE:** Is the base budget, vital, mandated, or primary service(s) that has a direct impact on residents. But not to keep pace with an increase in demands. July1

**PRIORITY TWO:** Has an impact on Town operations and delivery of service, keeps pace with demands. Oct

**PRIORITY THREE:** Represents where a department was heading in February '20. Poised to resume, but not likely to materialize for all requests in FY2021. Jan-Mar

Going beyond the Town's stress test, preparations are being made to mitigate if the Town's overall revenue recovery is an elongated "L-shape" curve leading to necessitating further budget and service reductions.

## REVENUE SECTION FY2020/21

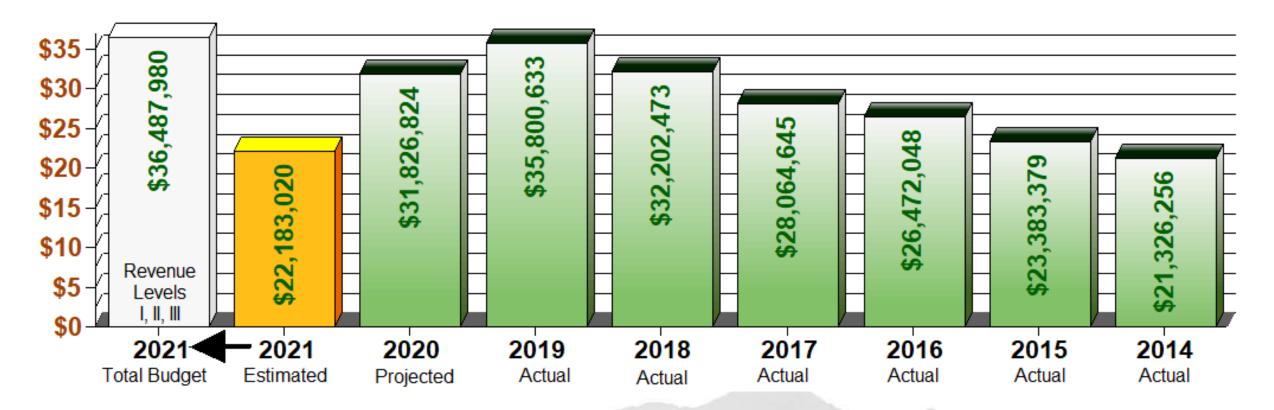


May 14<sup>th</sup>, 2020

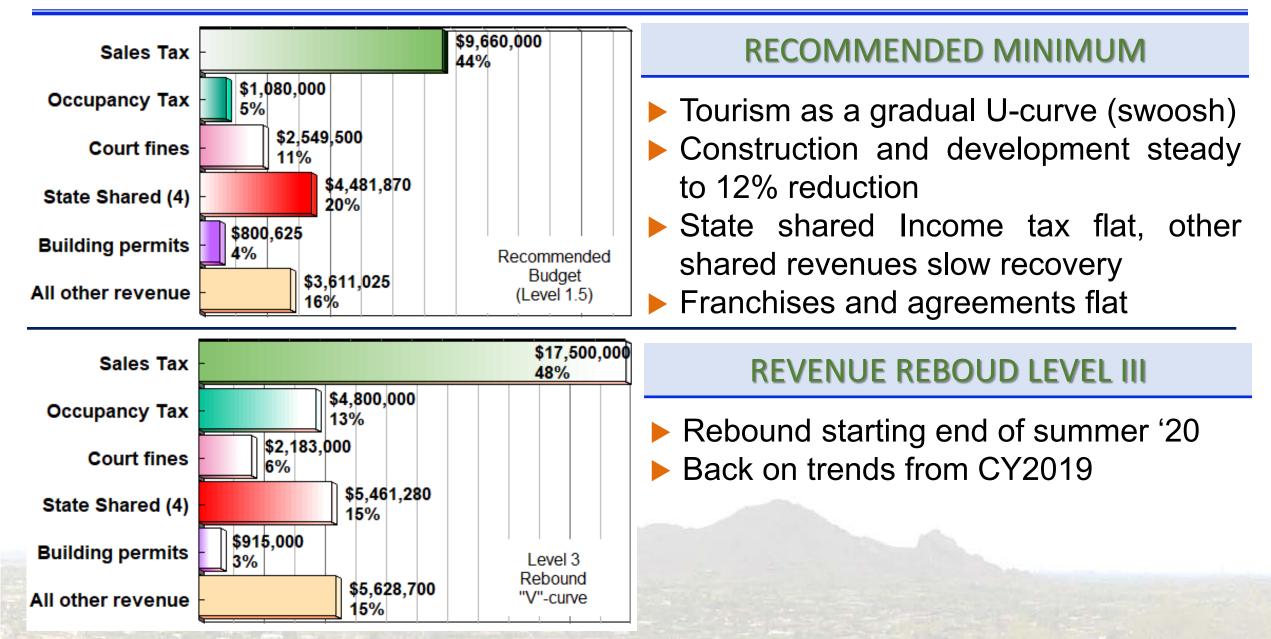


### I. Operating Fund Overview

TOTAL REVENUE (in millions)





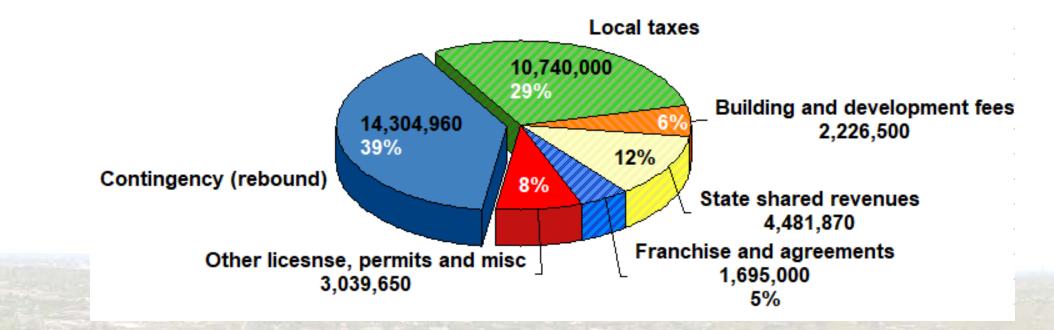


## Revenue

7

## II. Revenue Rebound (Confidence) Levels

OPERATING REVENUE LEVELS			RECOMMEN	DED FY2020/21	FISCAL YEARS						
	LEVEL I	LEVEL II	LEVEL III			Actual 2018/19	Actual 2017/18	Actual 2016/17			
Local taxes	\$ 7,725,000	\$15,990,000	\$22,300,000	\$10,740,000	\$19,249,173	\$21,812,160	\$19,276,803	\$17,520,057			
Building and development fees	1,423,900	2,184,500	2,510,000	2,226,500	2,627,913	2,409,936	2,460,717	2,126,559			
State shared revenues	3,962,980	4,706,190	5,461,280	4,481,870	4,946,965	4,763,509	4,685,203	4,426,596			
Franchise and agreements	1,489,860	1,869,700	2,259,000	1,695,000	1,727,967	1,695,910	2,539,083	1,385,327			
Other licenses, permits and misc.	2,336,600	3,141,750	3,957,700	3,039,650	3,274,805	5,119,118	3,240,667	2,606,107			
TOTAL OPERATING REVENUE	\$16,938,340	\$27,892,140	\$36,487,980	\$22,183,020	\$31,826,823	\$35,800,633	\$32,202,473	\$28,064,646			
Percentage of Level III	46%	76%	100%	61%							



## **III. Operating Revenue Categories**

LOCAL TAXES		RECO		LAST 4 FISCAL YEARS					
	Budget	LEVEL	LEVEL	LEVEL	Projected	Actual	Actual	Actual	
	2020/21	1	II.	III	2019/20	2018/19	2017/18	2016/17	
Occupancy (bed) tax	\$ 1,080,000	\$ 1,080,000	\$ 2,880,000	\$ 4,800,000	\$ 3,417,794	\$ 4,847,777	\$ 4,443,281	\$ 3,701,739	
Retail and hospitality TPT	2,070,000	2,070,000	5,520,000	9,200,000	7,376,337	9,213,158	8,088,233	7,370,408	
Construction TPT	5,700,000	3,000,000	5,700,000	6,200,000	6,541,356	5,718,854	4,762,342	4,327,640	
All other local TPT	1,890,000	1,575,000	1,890,000	2,100,000	1,913,686	2,032,371	1,982,947	2,120,270	
TOTAL LOCAL TAXES	\$10,740,000	\$ 7,725,000	\$15,990,000	\$22,300,000	\$19,249,173	\$21,812,160	\$19,276,803	\$17,520,057	
Percentage of Level III	48%	35%	72%	100%	-12%	13%	10%	20%	

BUILDING AND DEVELOPMENT FEES	BUILDING AND DEVELOPMENT FEES AND PERMITS RECOMMENDED BUDGET 2020/21									LAST 4 FISCAL YEARS							
		Budget		LEVEL		LEVEL LEVEL			LEVEL	Projected				Actual		Actual	
	2	2020/21				II		III		2019/20		2018/19	2017/18		2016/17		
Building permits	\$	800,625	\$	550,000	\$	800,625	\$	915,000	\$	917,666	\$	919,388	\$	893,751	\$	876,434	
Hillside application fee		85,500		48,500		85,500		95,000		96,133		94,090		183,533		55,125	
In house plan review		650,460		445,000		650,460		740,000		739,243		667,894		744,124		627,194	
All other development permits		689,915		380,400		647,915		760,000		874,871		728,564		639,309		567,806	
TOTAL FEES AND PERMITS	\$ :	2,226,500	\$	1,423,900	\$	2,184,500	\$	2,510,000	\$	2,627,913	\$	2,409,936	\$	2,460,717	\$ 3	2,126,559	
Percentage of Level III		<b>89</b> %		57%		87%		100%		9%		-2%		16%		4%	



### III. Operating Revenue Categories

STATE SHARED REVENUES		LAST 4 FISCAL YEARS							
	Budget	LEVEL	LEVEL	LEVEL	Projected	Actual	Actual	Actual	
	2020/21	1	II.	III	2019/20	2018/19	2017/18	2016/17	
Income tax	\$ 1,958,860	\$ 1,685,040	\$ 1,958,860	\$ 2,106,300	\$ 1,875,319	\$ 1,730,881	\$ 1,778,003	\$ 1,703,256	
Sales tax	1,388,730	1,143,660	1,388,730	1,633,800	1,442,918	1,439,438	1,378,388	1,277,675	
Vehicle licesne tax	507,850	507,850	575,560	677,130	591,546	616,863	595,778	548,523	
HURF	626,430	626,430	783,040	1,044,050	1,037,182	976,327	933,034	897,142	
TOTAL STATE SHARED	\$ 4,481,870	\$ 3,962,980	\$ 4,706,190	\$ 5,461,280	\$ 4,946,965	\$ 4,763,509	\$ 4,685,203	\$ 4,426,596	
Percentage of Level III	82%	73%	86%	100%	4%	2%	6%	7%	

## **III. Operating Revenue Categories**

FRANCHISE AND AGREEMENTS		RECO	OMMENDED BU	JDGET 2020/21	LAST 4 FISCAL YEARS						
	Budget LEVEL		LEVEL	LEVEL	Projected	Actual	Actual	Actual			
	2020/21	l I	II	III	2019/20	2018/19	2017/18	2016/17			
Montelucia & Mountain Shadows	\$ 348,000	\$ 368,000	\$ 348,000	\$ 308,000	\$ 371,370	\$ 254,127	\$ 155,599	\$ 108,000			
APS franchise	580,000	635,000	580,000	520,000	579,816	618,800	635,070	592,752			
Cox & Southwest gas franchise	431,000	368,000	431,000	520,000	511,105	500,506	502,846	463,289			
All other franchise and agreements	336,000	118,860	510,700	911,000	265,676	322,477	1,245,568	221,286			
FRANCHISE & AGREEMENTS	\$ 1,695,000	\$ 1,489,860	\$ 1,869,700	\$ 2,259,000	\$ 1,727,967	\$ 1,695,910	\$ 2,539,083	\$ 1,385,327			
Percentage of Level III	75%	66%	83%	100%	2%	-33%	83%	-6%			

OTHER LICENSES, PERMITS AND MIS	sc	RECO	DMMENDED BU	IDGET 2020/21			LAST 4	FISCAL YEARS
	Budget 2020/21	LEVEL I	LEVEL II	LEVEL III	Projected 2019/20	Actual 2018/19	Actual 2017/18	Actual 2016/17
Post office	\$ 341,250	\$ 228,500	\$ 341,250	\$ 455,000	\$ 310,605	\$ 462,267	\$ 346,131	\$-
Fines and forfeitures	2,183,000	1,806,000	2,177,500	2,549,500	1,686,363	3,044,924	2,522,193	2,095,997
Interest earnings	372,300	222,300	484,500	741,000	883,416	1,283,229	212,601	182,682
Other licenses, permits and misc	143,100	79,800	138,500	212,200	394,421	328,698	159,742	327,428
TOTAL OTHER CATEGORIES	\$ 3,039,650	\$ 2,336,600	\$ 3,141,750	\$ 3,957,700	\$ 3,274,805	\$ 5,119,118	\$ 3,240,667	\$ 2,606,107
Percentage of Level III	77%	59%	79%	100%	-36%	58%	24%	-39%

## SAMPLE: STRATEGIC REVENUE PLAN FY2020/21



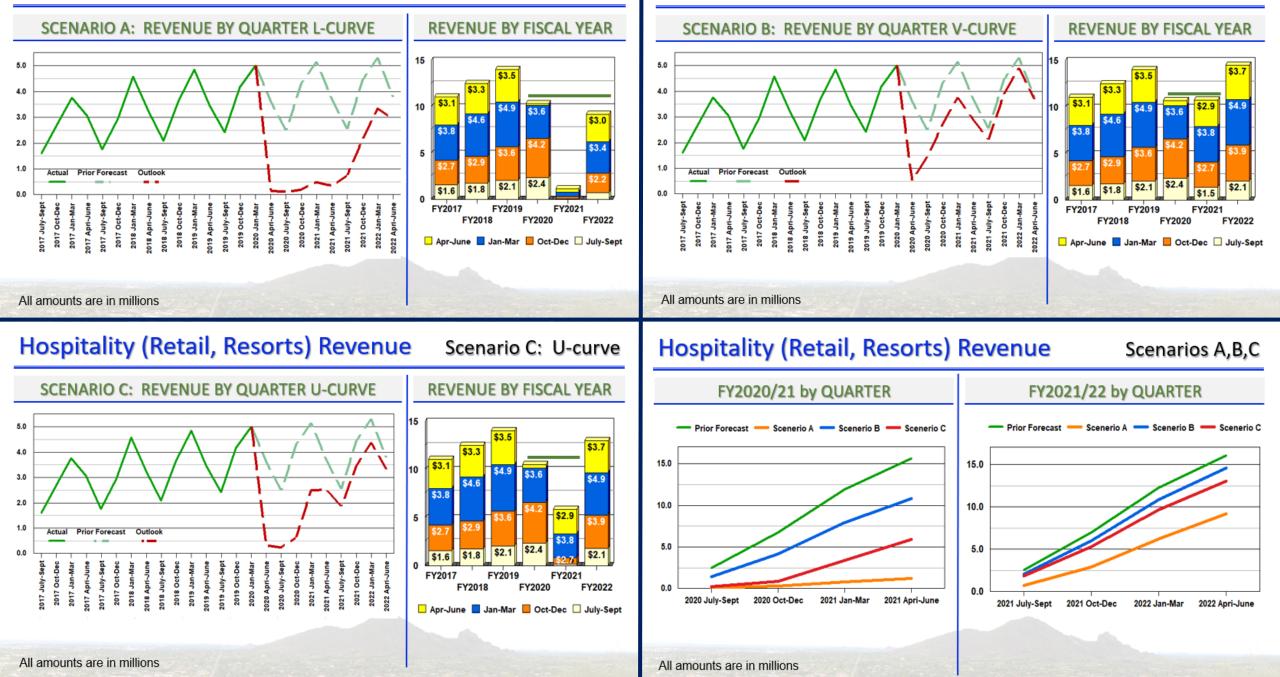
FY2019/20 was a stress test
 FY2020/21 more of a monitoring tool

### Hospitality (Retail, Resorts) Revenue

Scenario A: L-curve

### Hospitality (Retail, Resorts) Revenue

Scenario B: V-curve



## <sup>13</sup> **Revenues**

## IV. Sample: Strategic Revenue Plan

### DESCRIPTION

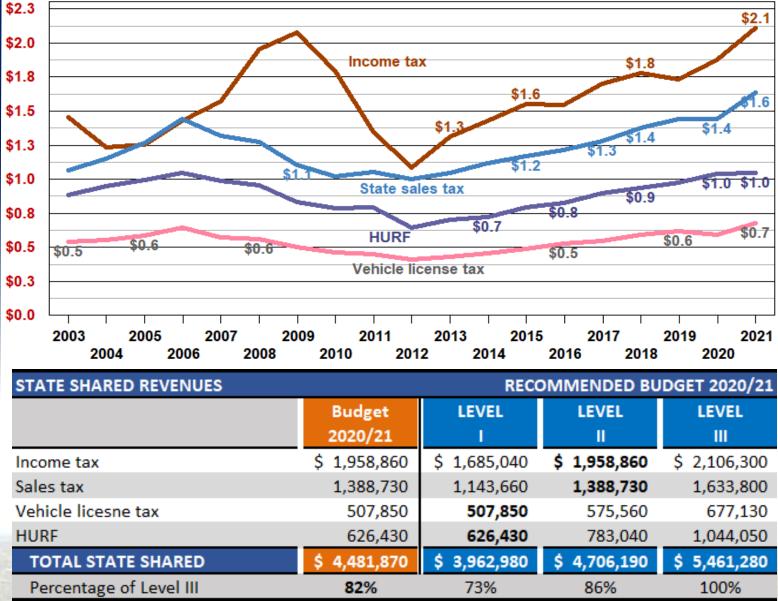
The State of Arizona imposes and collects taxes and shares with cities, towns and counties based on their population.

These revenues include income tax, sales tax, vehicle license tax and fuel tax.

The income tax is based on the last calendar year. FY2021 revenues are based on CY2019. All other shared revenues are based on current year activity.

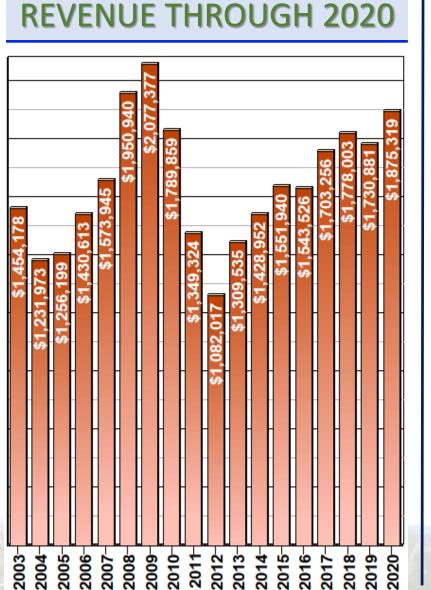
State shared revenues support the Town's governmental operations, including Public Safety.

This revenues are dependent on the state's economic conditions.



## Revenues

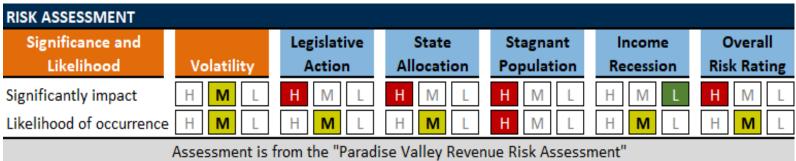
## IV. Sample: Strategic Revenue Plan



**Income tax** is based on population and actual income tax collections in the last calendar year. This lag can provide steady revenue in 1<sup>st</sup> year of a downturn. FY2021 revenues are based on CY2019; however, the April 15<sup>th</sup> filing date was extended so actual revenue is not yet known.

This revenue is dependent on the state's economic conditions and has ranged from \$2.1 million in 2009 to \$1.1 million in 2012. Since 2012, this revenue has gradually increased each year.

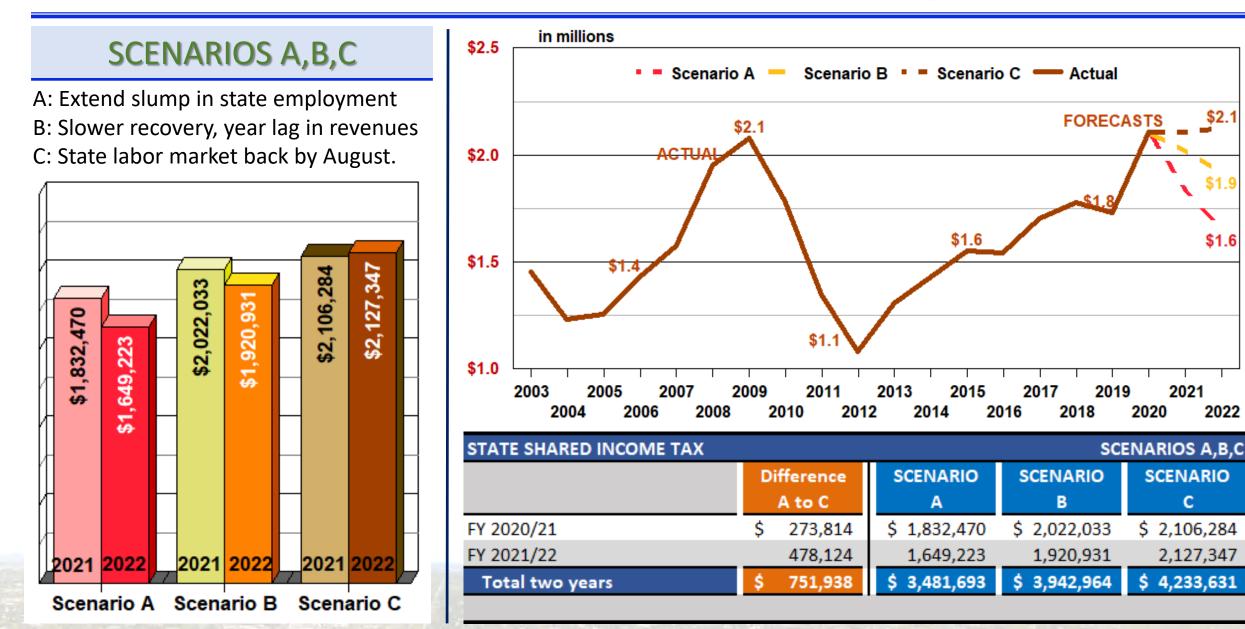
This revenues is available to support the Town's governmental operations.



The risk assessment shows the nature of the State shared income tax has medium volatility and is highly sensitive to legislative actions, state allocation methods and the Town's stagnant population compared to the rest of the state. Overall, this revenue has a high-risk rating.

## <sup>15</sup> **Revenues**

## IV. Sample: Strategic Revenue Plan



## REVENUE APPENDIX FY2020/21



# <sup>17</sup> **Revenue**

	Es	timated 2020/2	21	BUDGET	PROJECTED	ACTUAL						
REVENUE SOURCE	LEVEL I	LEVEL II	LEVEL III	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	2014/15	2013/14	2012/13
1 TOWN BED TAX	\$ 1,080,000	\$ 2,880,000	\$ 4,800,000	\$ 1,080,000	\$ 3,417,794	\$ 4,847,777	\$ 4,443,281	\$ 3,701,739	\$ 3,207,626	\$ 3,117,450	\$ 2,835,515	\$ 2,727,892
2 Retail & Hospitality TPT	2,070,000	5,520,000	9,200,000	2,070,000	7,376,337	9,213,158	8,088,233	7,370,408	5,788,061	5,705,829	5,096,253	4,789,448
3 Construction & Contracting TPT	3,000,000	5,700,000	6,200,000	5,700,000	6,541,356	5,718,854	4,762,342	4,327,640	3,181,485	3,049,241	3,048,855	2,340,480
4 All Other TPT	1,575,000	1,890,000	2,100,000	1,890,000	1,913,686	2,032,371	1,982,947	2,120,270	2,209,736	2,223,817	1,999,236	1,917,982
5 UNCLASSIFIED TPT	-	-	-	-	-	-	-	-	166,620	468,563	156,467	187,733
6 TOTAL TOURISM & TAXES	7,725,000	15,990,000	22,300,000	10,740,000	19,249,173	21,812,160	19,276,803	17,520,057	14,553,528	14,564,900	13,136,326	11,963,535
7 BUILDING PERMIT	550,000	800,625	915,000	800,625	917,666	919,388	893,751	876,434	969,090	613,269	612,329	516,827
8 HILLSIDE APPLICATION FEE	48,500	85,500	95,000	85,500	96,133	94,090	183,533	55,125	42,920	33,700	35,060	29,880
9 IN-HOUSE PLAN REVIEW	445,000	650,460	740,000	650,460	739,243	667,894	744,124	627,194	596,726	496,208	437,432	327,820
10 RIGHT OF WAY PERMIT	50,000	90,000	100,000	90,000	109,335	87,117	101,552	50,869	71,991	25,477	13,930	9,264
11 ELECTRICAL PERMIT	2,400	3,515	4,000	3,515	4,418	5,460	9,360	3,739	3,387	2,426	2,781	1,883
12 ENGINEERING PERMIT	-	-	-	-	48	-	(134)	-	345	460	115	1,015
13 MECHANICAL PERMIT	-	-	-	-	-	22	-	130	38	42	108	107
14 PLUMBING PERMIT	6,000	10,800	12,000	10,800	11,113	12,906	18,200	4,116	3,711	2,576	5,250	2,671
15 SUBDIVISION PERMIT	22,500	40,500	45,000	40,500	45,403	49,785	32,679	40,923	44,494	29,125	18,085	11,565
16 ENGINEERING PLAN CHECK	3,500	6,300	7,000	6,300	7,119	7,693	6,287	5,895	7,115	5,265	3,110	2,515
17 VARIANCE APPLICATION FEE	6,000	10,800	12,000	10,800	5,293	14,120	13,908	10,645	17,525	14,290	9,535	12,915
18 REZONING APPLICATION FEE	-	-	-	-	4,123	-	-	10,365	7,855	-	6,320	134
19 REINSPECTION FEE	-	-	-	-	298	200	75	210	-	55	165	50
20 FIRE MARSHALL SERVICES	50,000	75,000	100,000	75,000	123,628	109,162	58,799	71,787	77,434	34,353	36,099	27,237
21 SOLICITATION PERMIT	-	-	-	-	225	25	25	-	-	-	112	25
22 DEMOLITION PERMITS	15,000	27,000	30,000	27,000	32,251	31,070	30,000	22,755	25,360	22,100	28,355	15,156
23 THIRD PARTY REVIEW BLDG INSP	105,000	168,000	210,000	210,000	182,128	169,880	174,733	-	-	-	-	-
24 GRADING PERMITS	60,000	108,000	120,000	108,000	208,070	116,483	98,174	253,188	80,440	39,395	24,650	123,895
25 HAUL/EXCAVATION PERMIT	60,000	108,000	120,000	108,000	141,418	124,642	95,652	93,183	103,460	68,186	64,775	41,683
26 TOTAL DEVELOPMENT	1,423,900	2,184,500	2,510,000	2,226,500	2,627,913	2,409,936	2,460,717	2,126,559	2,051,891	1,386,926	1,298,211	1,124,642

# <sup>18</sup> **Revenue**

	Est	timated 2020/2	1	BUDGET	PROJECTED	ACTUAL						
REVENUE SOURCE	LEVEL I	LEVEL II	LEVEL III	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	2014/15	2013/14	2012/13
27 INCOME TAX	1,685,040	1,958,860	2,106,300	1,958,860	1,875,319	1,730,881	1,778,003	1,703,256	1,543,526	1,551,940	1,428,952	1,309,535
28 STATE SALES TAX	1,143,660	1,388,730	1,633,800	1,388,730	1,442,918	1,439,438	1,378,388	1,277,675	1,217,296	1,171,604	1,115,888	1,049,341
29 AUTO LIEU TAX	507,850	575,560	677,130	507,850	591,546	616,863	595,778	548,523	530,413	490,206	457,878	429,075
30 HIGHWAY USER REVENUES	626,430	783,040	1,044,050	626,430	1,037,182	976,327	933,034	897,142	828,858	793,772	723,714	701,728
31 TOTAL STATE SHARED	3,962,980	4,706,190	5,461,280	4,481,870	4,946,965	4,763,509	4,685,203	4,426,596	4,120,093	4,007,523	3,726,432	3,489,679
32												
33 TOWN MANAGEMENT FEE	100,000	300,000	500,000	100,000	30,825	65,886	-	-	-	-	-	-
34 CAPITAL CONTRIBUTION	-	-	-	-	-	-	1,000,000	-	-	-	-	-
35 MONTELUCIA DEV AGREEMENT	108,000	108,000	108,000	108,000	108,000	108,000	108,000	108,000	108,000	108,000	108,000	108,000
36 MOUNTAIN SHADOWS AGREEMENT	200,000	240,000	260,000	240,000	263,370	146,127	47,599	-	-	-	-	-
37 RENTAL INC - WIRELESS FACILITY	65,000	70,000	78,000	78,000	77,494	76,924	70,125	73,210	72,360	71,410	67,170	65,500
38 COURTS LAND LEASE	-	-	-	-	-	25,000	25,000	-	-	-	-	-
39 APS FRANCHISE FEES	520,000	580,000	635,000	580,000	579,816	618,800	635,070	592,752	629,739	655,689	672,323	662,580
40 INTERNET FRANCHISE FEES	-	-	-	-	27	132	336	506	242	42	-	-
41 COX COMM. LICENSE FEE	225,000	255,000	300,000	255,000	295,484	288,155	279,748	241,488	245,137	246,353	244,743	237,125
42 SOUTHWEST GAS FRANCHISE FEE	143,000	176,000	220,000	176,000	215,621	212,351	223,098	221,801	271,024	148,874	142,552	134,819
43 NEW PATH LICENSE AGREEMENT	128,860	140,700	158,000	158,000	157,331	154,535	150,108	147,569	146,343	146,097	143,246	140,487
44 SUB-TOTAL AGREEMENTS	1,489,860	1,869,700	2,259,000	1,695,000	1,727,967	1,695,910	2,539,083	1,385,327	1,472,845	1,376,464	1,378,034	1,348,511
45												
46 POST OFFICE SALES	200,000	300,000	400,000	300,000	274,917	406,865	309,900	-	-	-	-	-
47 POST OFFICE-COMMISSION ON SALE	28,500	41,250	55,000	41,250	35,688	55,402	36,231	-	-	-	-	-
48 SUB-TOTAL POST OFFICE	228,500	341,250	455,000	341,250	310,605	462,267	346,131	-	-	-	-	-

# <sup>19</sup> **Revenue**

	Est	timated 2020/2	1	BUDGET	PROJECTED	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL
REVENUE SOURCE	LEVEL I	LEVEL II	LEVEL III	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	2014/15	2013/14	2012/13
49 COURT FINES - COUNTER	1,100,000	1,300,000	1,500,000	1,300,000	1,031,800	1,810,443	1,528,206	1,318,793	1,990,163	1,118,688	931,039	820,355
50 COURT PD TECHNOLOGY FEE	500,000	600,000	700,000	600,000	409,220	859,445	735,995	598,132	874,787	405,027	-	-
51 FALSE ALARM FINES	40,000	45,000	50,000	50,000	54,276	19,212	812	460	15	3,802	-	585
52 PUBLIC SAFETY FEE	60,000	90,000	120,000	90,000	61,953	124,626	107,948	90,711	184,781	114,246	85,204	72,075
53 JAIL FEE REIMBURSEMENTS	10,000	11,000	12,000	11,000	12,391	4,929	11,828	10,984	10,068	9,257	-	-
54 INDIGENT LEGAL FEE REIMB.	1,000	1,500	2,000	2,000	2,662	3,848	-	220	1,353	2,382	-	-
55 PROCESS SERVICE FEES-COURT	45,000	55,000	65,000	55,000	61,334	123,680	52,326	7,642	45,764	42,077	22,517	39,275
56 POLICE IMPOUND VEHICLE	12,000	25,000	38,000	25,000	11,025	36,230	38,670	32,700	12,000	-	-	-
57 \$4 CITING AGENCY-SB1398	34,000	42,000	50,000	42,000	29,821	49,540	42,574	32,064	50,783	26,572	18,259	15,242
58 POLICE EVIDENCE INCOME	3,000	4,000	5,000	4,000	4,027	4,620	3,832	4,291	5,260	3,042	3,161	3,059
59 UNCLAIMED PROPERTY	1,000	4,000	7,500	4,000	4,669	7,583	-	-	-	-	-	-
60 ROADWAY ABANDONMENTS	-	-	-	-	3,168	-	-	-	-	2,195	-	3,250
61 RESTITUTION		-	-	-	19	767	-	-	-	-	-	-
62 TOTAL FINES AND FORFIETURES	1,806,000	2,177,500	2,549,500	2,183,000	1,686,363	3,044,924	2,522,193	2,095,997	3,174,975	1,727,288	1,060,180	953,840
63												
64 LGIP INTEREST	45,000	112,500	150,000	45,000	153,602	384,428	90,656	36,964	29,748	16,729	7,196	3,122
65 TREASURIES - INTEREST	150,000	300,000	500,000	300,000	593,331	928,204	69,215	70,832	206,358	2,306	47,769	105,645
66 WF INVESTMENT INTEREST	30,000	75,000	100,000	30,000	150,395	2,088	-	-	-	-	-	-
67 INTEREST - MISCELLANEOUS	9,000	22,500	30,000	9,000	32,296	43,403	52,729	72,509	28,754	68,516	62,812	26,836
68 LGIP RECOVERY/WRITE OFF INT	-	-	-	-	292	1,608	-	2,378	971	2,480	5,437	59,749
69 ALLOCATED INTEREST	(11,700)	(25,500)	(39,000)	(11,700)	(46,500)	(76,501)	-	-	-	-	-	-
70 TOTAL INTEREST INCOME	222,300	484,500	741,000	372,300	883,416	1,283,229	212,601	182,682	265,831	90,032	123,214	195,352

# <sup>20</sup> **Revenue**

	E	stimated 2020/	21	BUDGET	PROJECTED	ACTUAL						
REVENUE SOURCE	LEVEL I	LEVEL II	LEVEL III	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	2014/15	2013/14	2012/13
71 BUSINESS LICENSE	3,000	4,000	5,000	4,000	3,399	4,700	6,775	4,125	3,750	4,075	3,675	3,350
72 BANNER PERMIT	400	700	1,000	700	803	1,120	1,225	695	825	1,370	1,440	275
73 SPECIAL USE PERMIT	10,000	35,000	75,000	10,000	35,686	73,751	68,200	36,480	11,710	30,520	15,871	69,158
74 SPECIAL EVENT PERMIT	1,000	3,000	5,000	3,000	2,323	3,000	7,075	8,520	3,175	1,017	2,200	1,875
75 CHANGE OF ADDRESS FEE	-	-	-	-	780	195	1,950	690	495	655	655	820
76 GG - Credit Card Service Fee	20,000	20,000	20,000	20,000	27,558	10,339	11,369	1	-	-	-	-
77 FIRE SERVICE LICENSE FEE	20,000	20,000	20,000	20,000	19,998	20,000	20,000	-	-	-	-	-
78 BULLETPROOF VEST GRANT	5,000	15,000	25,000	25,000	2,845	2,847	-	-	-	-	-	-
79 GOHS-DUI GRANT	5,000	15,000	25,000	25,000	29,166	9,063	-	-	-	-	-	-
80 GOHS-STEP GRANT	5,000	15,000	25,000	25,000	26,582	5,769	-	-	-	-	-	-
81 PHOTOCOPY INCOME	300	700	1,100	300	1,311	330	768	1,960	1,064	1,330	1,107	673
82 CASH OVER/SHORT	-	-	-	-	(2)	32	(36)	(5)	(4)	(0)	(81)	1
83 SALE OF LAND/ASSETS	-	-	-	-	22,000	48,514	27,978	-	495,444	-	11,574	33,294
84 NSF CHECK CHARGE	100	100	100	100	580	1,026	1,518	110	200	450	300	421
85 MISCELLANEOUS INCOME	10,000	10,000	10,000	10,000	13,532	31,831	12,920	274,851	316,227	190,830	567,118	387,775
86 POLICY PREMIUM REBATE	-	-	-	-	207,860	116,180	-	-	-	-	-	-
87 TOTAL OTHER LIC., PERMITS, MIC	79,800	138,500	212,200	143,100	394,421	328,698	159,742	327,428	832,885	230,247	603,859	497,642
88												
89												
90 TOTAL OPERATING REVENUES	\$16,938,340	\$27,892,140	\$36,487,980	\$ 22,183,020	\$31,826,824	\$35,800,633	\$32,202,473	\$28,064,645	\$26,472,048	\$23,383,379	\$21,326,256	\$ 19,573,201

## EXECUTIVE SUMMARY FY2020/21



May 14<sup>th</sup>, 2020

### FACTORS STRONG FINANCIAL POSITION

- Previous Council and Management foresight to conserve resources
- Supportive residents and customers
- Adaptive staff
- Enterprises predominately selfsufficient
- Low debt
- Desirable community to live
- Construction remains steady

- Good road conditions and maintenance schedule
- Healthy fleet and a reserve to finance
- Strong emergency reserve
- Aggressive PSPRS UAAL payments (Low debt)
- Court supplemental grants healthy
- Flexible Private Placement (line of credit)

## II. All Funds: Expenditures

# <sup>24</sup> Executive Summary

## II. All Funds: Expenditures

Department /Program         State Forms Budget 2020/21         Expenditure Funding Priority Level           Community development         \$ 2,846,268         \$ 2,490,776         \$ 158,275         \$ 197,21           Finance department         816,099         772,676         30,823         12,60           Information technology         1,005,508         900,188         45,000         60,32           Mayor, Council, Boards         -         -         -         -           Commissions and Volunteers         202,620         157,120         30,500         15,00           Public works (all divisions)         4,864,521         2,367,517         40,245         2,456,75           Tourism         1,982,741         1,982,741         -         -         -           Town antorney's office         773,843         744,366         29,477         -         -           Town manager's office         1,516,306         1,430,506         52,800         33,00         -         -         -           Police department         9,521,384         8,878,452         208,786         434,14         -         -         -         -         -         -         -         -         -         -         -         -         -         -
2020/21         One         Two         Three           Community development         \$ 2,846,268         \$ 2,490,776         \$ 158,275         \$ 197,21           Finance department         816,099         772,676         30,823         12,60           Information technology         1,005,508         900,188         45,000         60,32           Mayor, Council, Boards         202,620         157,120         30,500         15,00           Public works (all divisions)         4,864,521         2,367,517         40,245         2,456,75           Tourism         1,982,741         1,982,741         -         -         -           Town attorney's office         773,843         744,366         29,477         -         -           Town manager's office         1,516,306         1,430,506         52,800         33,00         - <t< th=""></t<>
Community development         \$ 2,846,268         \$ 2,490,776         \$ 158,275         \$ 197,21           Finance department         816,099         772,676         30,823         12,60           Information technology         1,005,508         900,188         45,000         60,32           Mayor, Council, Boards         202,620         157,120         30,500         15,00           Public works (all divisions)         4,864,521         2,367,517         40,245         2,456,75           Tourism         1,982,741         1,982,741         -         -         -           Town attorney's office         773,843         744,366         29,477         -         -           Town manager's office         1,516,306         1,430,506         52,800         33,00         33,00           Municipal court         771,281         759,281         -         12,00         -         -           Police department         9,521,384         8,878,452         208,786         434,14         -
Finance department       816,099       772,676       30,823       12,60         Information technology       1,005,508       900,188       45,000       60,32         Mayor, Council, Boards       202,620       157,120       30,500       15,00         Public works (all divisions)       4,864,521       2,367,517       40,245       2,456,75         Tourism       1,982,741       1,982,741       -       -         Town attorney's office       773,843       744,366       29,477       -         Town manager's office       1,516,306       1,430,506       52,800       33,00         Municipal court       771,281       759,281       -       12,00         Police department       9,521,384       8,878,452       208,786       434,14         Court grants       152,500       152,500       -       -         Capital projects       14,495,000       14,495,000       -       -       -         Grants and donations       171,845       171,845       -       -       -       -         Harm fund       46,330       46,330       -       -       -       -       -       -       -       -       -       -       -       - <td< th=""></td<>
Information technology         1,005,508         900,188         45,000         60,32           Mayor, Council, Boards         202,620         157,120         30,500         15,00           Public works (all divisions)         4,864,521         2,367,517         40,245         2,456,75           Tourism         1,982,741         1,982,741         -         -         -           Town attorney's office         773,843         744,366         29,477         -         -           Town manager's office         1,516,306         1,430,506         52,800         33,00           Municipal court         771,281         759,281         -         12,00           Police department         9,521,384         8,878,452         208,786         434,14           Court grants         152,500         152,500         -         -           Capital projects         14,495,000         14,495,000         -         -           Grants and donations         171,845         171,845         -         -         -           Alarm fund         46,330         46,330         -         -         -         -           Wastewater fund         2,913,057         2,913,057         -         -         -
Mayor, Council, Boards         202,620         157,120         30,500         15,00           Public works (all divisions)         4,864,521         2,367,517         40,245         2,456,75           Tourism         1,982,741         1,982,741         -         -           Town attorney's office         773,843         744,366         29,477         -           Town manager's office         1,516,306         1,430,506         52,800         33,00           Municipal court         771,281         759,281         -         12,00           Police department         9,521,384         8,878,452         208,786         434,14           Court grants         152,500         152,500         -         -           Capital projects         14,495,000         14,495,000         -         -           Debt service         2,208,028         2,208,028         -         -         -           Grants and donations         171,845         171,845         -         -         -           Harm fund         46,330         46,330         -         -         -         -           Wastewater fund         2,913,057         2,913,057         -         -         -         -
Commissions and Volunteers         202,620         157,120         30,500         15,00           Public works (all divisions)         4,864,521         2,367,517         40,245         2,456,75           Tourism         1,982,741         1,982,741         -         -           Town attorney's office         773,843         744,366         29,477         -           Town manager's office         1,516,306         1,430,506         52,800         33,00           Municipal court         771,281         759,281         -         12,00           Police department         9,521,384         8,878,452         208,786         434,14           Court grants         152,500         152,500         -         -           Capital projects         14,495,000         14,495,000         -         -           Debt service         2,208,028         2,208,028         -         -         -           Grants and donations         171,845         171,845         -         -         -           Alarm fund         46,330         46,330         -         -         -         -           Wastewater fund         2,913,057         2,913,057         -         -         -         - <t< td=""></t<>
Public works (all divisions)       4,864,521       2,367,517       40,245       2,456,75         Tourism       1,982,741       1,982,741       -       -       -         Town attorney's office       773,843       744,366       29,477       -       -         Town manager's office       1,516,306       1,430,506       52,800       33,00         Municipal court       771,281       759,281       -       12,00         Police department       9,521,384       8,878,452       208,786       434,14         Court grants       152,500       152,500       -       -       -         Debt service       2,208,028       2,208,028       -       -       -       -         Grants and donations       171,845       171,845       -<
Tourism       1,982,741       1,982,741       -       -         Town attorney's office       773,843       744,366       29,477       -       -         Town manager's office       1,516,306       1,430,506       52,800       33,00         Municipal court       771,281       759,281       -       12,00         Police department       9,521,384       8,878,452       208,786       434,14         Court grants       152,500       152,500       -       -       -         Capital projects       14,495,000       14,495,000       -
Town attorney's office       773,843       744,366       29,477       -         Town manager's office       1,516,306       1,430,506       52,800       33,00         Municipal court       771,281       759,281       -       12,00         Police department       9,521,384       8,878,452       208,786       434,14         Court grants       152,500       152,500       -       -         Capital projects       14,495,000       14,495,000       -       -         Debt service       2,208,028       2,208,028       -       -       -         Grants and donations       171,845       171,845       -       -       -         Alarm fund       46,330       46,330       -       -       -         Fire fund       3,150,265       3,150,265       -       -       -         Wastewater fund       2,913,057       2,913,057       -       -       -         Total Expenditures       \$ 47,437,596       \$ 43,620,648       \$ 595,906       \$ 3,221,04
Town manager's office1,516,3061,430,50652,80033,00Municipal court771,281759,281-12,00Police department9,521,3848,878,452208,786434,14Court grants152,500152,500Capital projects14,495,00014,495,000Debt service2,208,0282,208,028Grants and donations171,845171,845Alarm fund46,33046,330Fire fund3,150,2653,150,265Wastewater fund2,913,0572,913,057Total Expenditures\$ 47,437,596\$ 43,620,648\$ 595,906\$ 3,221,04
Municipal court       771,281       759,281       -       12,00         Police department       9,521,384       8,878,452       208,786       434,14         Court grants       152,500       152,500       -       -       -         Capital projects       14,495,000       14,495,000       -       -       -       -         Debt service       2,208,028       2,208,028       2,208,028       -
Police department       9,521,384       8,878,452       208,786       434,14         Court grants       152,500       152,500       -       -       -         Capital projects       14,495,000       14,495,000       -       -       -         Debt service       2,208,028       2,208,028       -       -       -         Grants and donations       171,845       171,845       -       -       -         Alarm fund       46,330       46,330       -       -       -       -         Wastewater fund       2,913,057       2,913,057       -       -       -       -         Total Expenditures       \$ 47,437,596       \$ 43,620,648       \$ 595,906       \$ 3,221,04
Court grants       152,500       152,500       -       -         Capital projects       14,495,000       14,495,000       -       -       -         Debt service       2,208,028       2,208,028       -       -       -         Grants and donations       171,845       171,845       -       -       -         Alarm fund       46,330       46,330       -       -       -         Fire fund       3,150,265       3,150,265       -       -       -         Wastewater fund       2,913,057       2,913,057       -       -       -         Total Expenditures       \$ 47,437,596       \$ 43,620,648       \$ 595,906       \$ 3,221,04
Capital projects       14,495,000       14,495,000       -       -         Debt service       2,208,028       2,208,028       -       -       -         Grants and donations       171,845       171,845       -       -       -         Alarm fund       46,330       46,330       -       -       -         Fire fund       3,150,265       3,150,265       -       -       -         Wastewater fund       2,913,057       2,913,057       -       -       -         Total Expenditures       \$ 47,437,596       \$ 43,620,648       \$ 595,906       \$ 3,221,04
Debt service         2,208,028         2,208,028         -         -           Grants and donations         171,845         171,845         -         -           Alarm fund         46,330         46,330         -         -           Fire fund         3,150,265         3,150,265         -         -           Wastewater fund         2,913,057         2,913,057         -         -           Total Expenditures         \$ 47,437,596         \$ 43,620,648         \$ 595,906         \$ 3,221,04
Grants and donations       171,845       171,845       -       -         Alarm fund       46,330       46,330       -       -       -         Fire fund       3,150,265       3,150,265       -       -       -         Wastewater fund       2,913,057       2,913,057       -       -       -         Total Expenditures       \$ 47,437,596       \$ 43,620,648       \$ 595,906       \$ 3,221,04
Alarm fund       46,330       46,330       -       -         Fire fund       3,150,265       3,150,265       -       -       -         Wastewater fund       2,913,057       2,913,057       -       -       -         Total Expenditures       \$ 47,437,596       \$ 43,620,648       \$ 595,906       \$ 3,221,04
Fire fund         3,150,265         3,150,265         -         -           Wastewater fund         2,913,057         2,913,057         -         -         -           Total Expenditures         \$ 47,437,596         \$ 43,620,648         \$ 595,906         \$ 3,221,04
Wastewater fund         2,913,057         2,913,057         -         -           Total Expenditures         \$ 47,437,596         \$ 43,620,648         \$ 595,906         \$ 3,221,04
Total Expenditures         \$ 47,437,596         \$ 43,620,648         \$ 595,906         \$ 3,221,04
Contingencies general fund (net) 1,632,058 905,000 326,000 401,05
PSPRS UAAL 5,400,002 - 2,400,000 3,000,00
Contingencies other funds 9,675,715 672,115 - 9,003,60
Total Contingencies         \$ 16,707,775         \$ 1,577,115         \$ 2,726,000         \$ 12,404,66
Total Expenditures (State forms) \$ 64,145,371 \$ 45,197,763 \$ 3,321,906 \$ 15,625,70

- Includes all expenditure contingencies for a fluid transition when revenue rebounds
- Proceeds from the excise tax revenue obligations can assist with the "bottle neck" of CIP, street maintenance and PSPRS UAAL when revenues rebound
   Last year FY2020, the total budget was \$68,331,196
   Recommended FY2021 is
  - \$4,185,825 or 6.5% less than FY2020

Next slide provides more detail

### <sup>25</sup> Executive Summary

#### **III. Presented on State Forms**

	General &	Court	Capital	Debt	Grants &	Alarm	Fire	Wastewater	Wastewater	2020/21
EXPENDITURES	HURF	Grants	Projects	Service	Donations	Services	Services	Funds	Impact fees	Total
Community development	\$ 2,330,961	-	-	-	-	-	\$ 94,970	\$ 64,845	-	\$ 2,490,776
Finance department	667,981	-	-	-	-	\$ 6,316	60,827	37,552	-	772,676
Information technology	888,953	-	-	-	-	11,235	-	-	-	900,188
Mayor, Council, Boards, Comm. & V	157,120	-	-	-	-	-	-	-	-	157,120
Public works fleet and facilities	896,914	-	-	-	-	-	20,698	-	-	917,612
Streets & pavement plan	1,449,905	-	-	-	-	-	-	-	-	1,449,905
Tourism	1,982,741	-	-	-	-	-	-	-	-	1,982,741
Town attorney's office	705,222	-	-	-	-	-	21,804	17,340	-	744,366
Town manager's office	1,430,506	-	-	-	-	-	-	-	-	1,430,506
Municipal court	759,281	\$ 152,500	-	-	-	-	-	-	-	911,781
Police department	8,746,781	-	-	-	\$ 50,000	101,253	30,418	-	-	8,928,452
Enterprise and non-departmental	-	-	-	-	121,845	46,330	3,150,265	1,908,057	-	5,226,497
Debt service: principal	-	-	-	\$2,040,000	-	-	-	-	-	2,040,000
Debt service: interest and fees	-	-	-	168,028	-	-	-	-	-	168,028
CIP (New funding in 2021)	-	-	\$ 2,910,000	-	-	-	-	-	-	2,910,000
CIP (Prior year's carried forward)		-	3,104,000							3,104,000
CIP (Private party reimbursed)	-	-	8,305,000	-	-	-	-	1,005,000	-	9,310,000
CIP use of proceeds	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	20,016,365	152,500	14,319,000	2,208,028	171,845	165,134	3,378,982	3,032,794	-	43,444,648
Contingencies (Priority one)	905,000	20,000	590,000	-	100,115	20,000	90,000	28,000	-	1,753,115
Contingencies (Other priorities)	9,944,008	-	8,003,600	-	1,000,000	-	-	-	-	18,947,608
TOTAL BUDGET 2020/21*	\$ 30,865,373	\$ 172,500	\$ 22,912,600	\$2,208,028	\$1,271,960	\$185,134	\$ 3,468,982	\$ 3,060,794	\$ -	\$64,145,371
PRIOR YEAR'S BUDGETS:										
Adopted Budget 2019/20	\$ 43,010,173	\$ 475,713	\$15,525,067	\$2,764,614	\$ 253,153	\$185,000	\$3,335,239	\$ 2,757,237	\$ 25,000	\$68,331,196
Adopted Budget 2018/19	30,791,116	263,038	17,189,563	1,257,673	180,184	339,968	3,156,000	2,191,958	25,000	55,394,500
Adopted Budget 2017/18	28,868,400	161,700	15,946,400	1,101,400	103,000	631,400	3,226,800	2,311,200	50,000	52,400,300
Adopted Budget 2016/17	21,957,851	204,438	8,862,069	1,115,997	290,000	413,500	2,900,154	2,416,709	50,000	38,210,718

#### **IV. Annual Expenditure Limitation**

AEL Table 1: Annual Expenditure Limitation	Total	AEL Table 2: Annual Expenditure Limitation	Total
for EXPENDITURES (PRIORITY ONE)	2020/21	for TOTAL BUDGET (STATE FORMS)	2020/21
1 Total priority one expenditures	\$ 43,620,648	11 Priority one expenditures subject to AEL (Line 8)	32,355,669
2 Quasi-external transactions (Town paying sewer)	(10,220)	12 Total contingencies	20,524,723
3 Grants & donations	(171,845)	13 Grants and donations contingency	(1,100,115)
4 Repayment of excise tax proceeds	(2,208,028)	14 Use of excise tax proceeds contingency	(8,003,600)
5 HURF FY2021 in excess of FY1980 revenue	(454,886)	15 HURF revenue if "U or V" curve contingency	(417,616)
6 Third party pass-through reimbursement	(115,000)	16 Total Budget subject to AEL	43,359,061
7 Third party reimbursed capital projects (CIP)	(8,305,000)	17 EEC limit for Paradise Valley	43,359,061
8 Priority one expenditures subject to AEL (Line 11)	32,355,669	18 Sub total (over) under	-
9 EEC limit for Paradise Valley	43,359,061	19 Use of Carry forward exemptions	-
10 Amount (over) under before contingencies	11,003,392	20 Amount under exp. limit	-

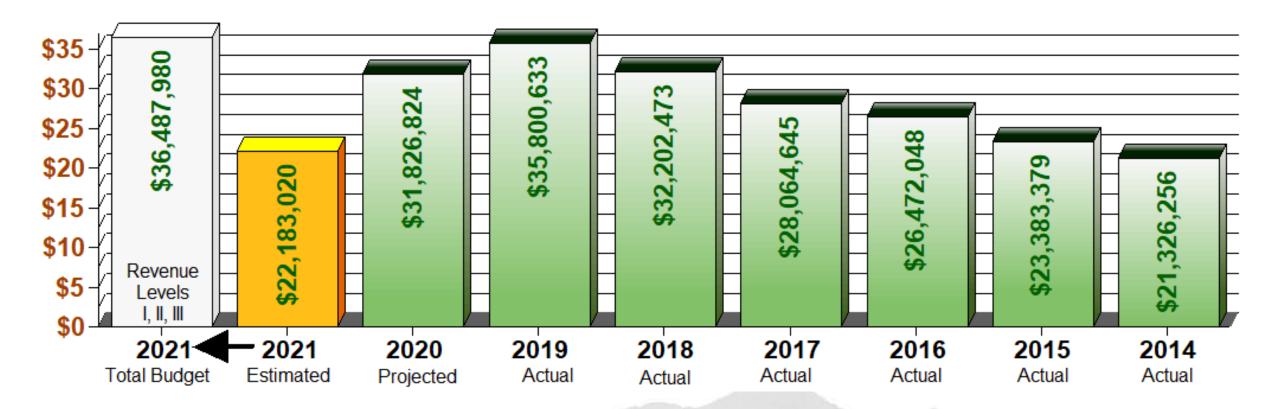
► Figures in **BLUE** figures are presented on the next schedule.

- Figures in *ITALICS* are embedded in other line items; separate calculations
- "Annual Expenditure Limitation" is the <u>State legislative</u> spending cap.
   "State Forms" use for <u>Council</u> to set the maximum spending for the year. Even if additional resources become available, the adopted amount can not be exceeded.

ALL TO	OWN PERS	ONNEL:	FUL	L TIME		ELENTS		
DEPARTMENT	Priority One 2020/21	Projected 2019/20	Cha #	nge in %	Actual 2018/19	Actual 2017/18	Actual 2016/17	Actual 2015/16
Town manager's office								
Administration	4.0	4.0	-	0.0%	5.0	5.0	4.0	4.0
Post Office	2.0	2.0	-	0.0%	2.0	2.0	2.0	2.0
Town attorney's office	4.0	4.0	-	0.0%	4.0	3.0	3.0	3.0
Municipal court	7.0	7.0	-	0.0%	7.0	6.0	5.0	5.0
Police department								
Sworn	34.0	34.0	-	0.0%	34.0	34.0	34.0	33.0
Civilian	15.0	15.0	-	0.0%	15.0	10.0	8.0	8.0
Public works								
Facilities and fleet	3.0	3.0	-	0.0%	3.0	3.0	3.0	3.0
Streets & pavement plan	10.0	10.0	-	0.0%	10.0	10.0	10.0	10.0
Community development:								
Planning & building	11.0	11.0	-	0.0%	9.0	9.0	8.0	8.0
Engineering	6.0	6.0	-	0.0%	5.0	4.0	4.0	4.0
Information technology	5.0	5.0	-	0.0%	5.0	4.0	3.0	3.0
Finance	4.5	4.5	-	0.0%	4.0	4.0	4.0	4.0
Contingencies	-	-	-	n/a	-	-	-	-
Full Time Equivalents (FTE)	105.5	105.5	-	0.0%	103.0	94.0	88.0	87.0

#### VI. Operating Fund: Revenue

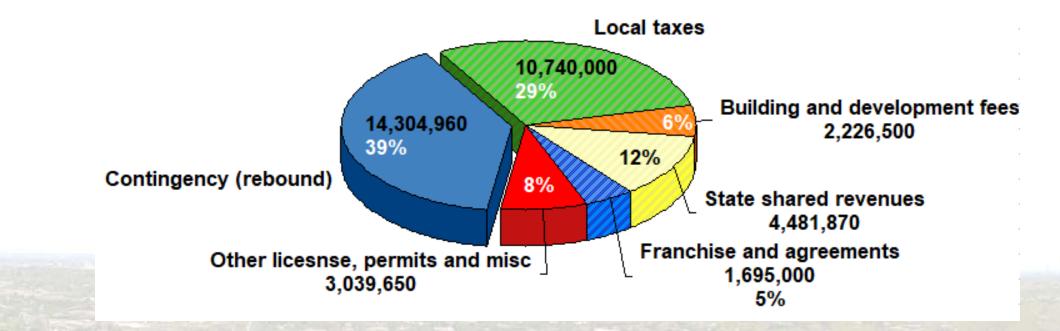
#### TOTAL REVENUE (in millions)





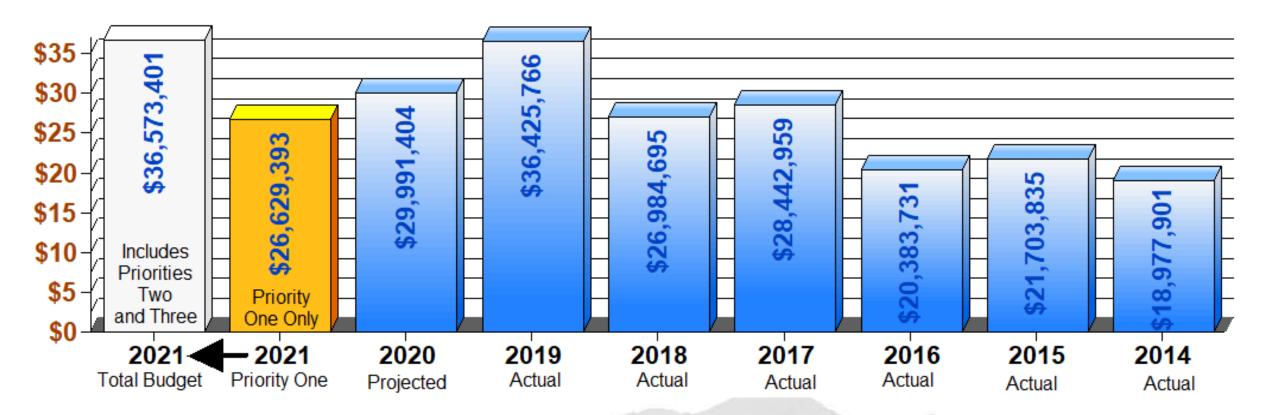
#### VI. Operating Fund: Revenue

OPERATING REVENUE LEVELS			RECOMMEN	DED FY2020/21	FISCAL YEARS			
	LEVEL I	LEVEL II	LEVEL III	Budget 2020/21	Projected 2019/20	Actual 2018/19	Actual 2017/18	Actual 2016/17
Local taxes	\$ 7,725,000	\$15,990,000	\$22,300,000	\$10,740,000	\$19,249,173	\$21,812,160	\$19,276,803	\$17,520,057
Building and development fees	1,423,900	2,184,500	2,510,000	2,226,500	2,627,913	2,409,936	2,460,717	2,126,559
State shared revenues	3,962,980	4,706,190	5,461,280	4,481,870	4,946,965	4,763,509	4,685,203	4,426,596
Franchise and agreements	1,489,860	1,869,700	2,259,000	1,695,000	1,727,967	1,695,910	2,539,083	1,385,327
Other licenses, permits and misc.	2,336,600	3,141,750	3,957,700	3,039,650	3,274,805	5,119,118	3,240,667	2,606,107
TOTAL OPERATING REVENUE	\$16,938,340	\$27,892,140	\$36,487,980	\$22,183,020	\$31,826,823	\$35,800,633	\$32,202,473	\$28,064,646
Percentage of Level III	46%	76%	100%	61%				



### OPERATING USES

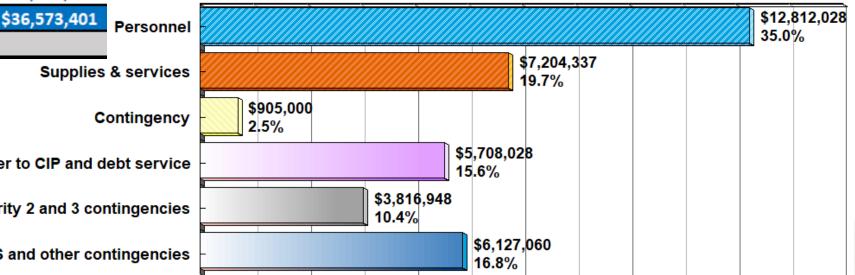
(in millions)



### <sup>31</sup> Executive Summary VII. Operating Fund: Expenditures

OPERATING FUND PRIORITY	ONE &	STATE FORMS		
		Budget 2020/21		
Personnel		\$12,812,028		ļ
Supplies and services		7,204,337		
Contingency		905,000		
Transfers to CIP and debt service		5,708,028		
Total Priority One		\$26,629,393		
Contingencies:				
Priority Two		595,906		
Priority Three		3,221,042		
Specific purpose		727,058		
PSPRS UAAL		5,400,002		
Total operating fund (state forms)		\$36,573,401	Personnel	
		Supplies	& services	
		c	ontingency	
	Tran	sfer to CIP and d	ebt service	-
	Pr	iority 2 and 3 co	ntingencies	-
	PSP	RS and other co	ntingencies	-

- Priority One
   Contingonaio
- Contingencies
- Total Budget



# <sup>32</sup> Executive Summary VII. Operating Fund: Expenditures

OPERATING FUND (GF + HURF)				TOTAL REQUEST
	Total	FY Gen	eral Funding Prior	ity Level
Purpose	Budget	Priority	Priority	Priority
	2020/21	One	Тwo	Three
Community development	\$ 2,686,453	\$ 2,330,961	\$ 158,275	\$ 197,217
Finance department	711,404	667,981	30,823	12,600
Information technology	994,273	888,953	45,000	60,320
Mayor, Council, Boards				
Commissions and Volunteers	202,620	157,120	30,500	15,000
Public works (all divisions)	4,843,823	2,346,819	40,245	2,456,759
Tourism	1,982,741	1,982,741	-	-
Town attorney's office	734,699	705,222	29,477	-
Town manager's office	1,516,306	1,430,506	52,800	33,000
Municipal court	771,281	759,281	-	12,000
Police department	9,389,713	8,746,781	208,786	434,146
Department expenditures	\$ 23,833,313	\$ 20,016,365	\$ 595,906	\$ 3,221,042
Transfers out	5,708,028	5,708,028	-	-
Contingencies (net)	1,632,058	905,000	326,000	401,058
PSPRS UAAL	5,400,002	-	2,400,000	3,000,002
Total Expenditures	\$ 36,573,401	\$ 26,629,393	\$ 3,321,906	\$ 6,622,102

Total Budget and Priorities by Dept
 Priority One by Classification

OPERATING FUND (GF + HURF)			PRIORITY ONE E	BY DEPARTMENT
Priority One by	Total	Exp	enditure Classifica	ation
Department by	Priority One		Supplies &	Capital &
Category	2020/21	Personnel	Services	Pavement
Community development	\$ 2,330,961	\$ 1,815,794	\$ 515,167	\$-
Finance department	667,981	417,758	250,223	-
Information technology	888,953	576,381	312,572	-
Mayor, Council, Boards				
Commissions and Volunteers	157,120	320	156,800	-
Public works (all divisions)	2,346,819	1,219,345	1,127,474	-
Tourism	1,982,741	-	1,982,741	-
Town attorney's office	705,222	596,839	108,383	-
Town manager's office	1,430,506	811,899	618,607	-
Municipal court	759,281	666,019	93,262	-
Police department	8,746,781	6,707,673	2,039,108	-
Department expenditures	\$ 20,016,365	\$ 12,812,028	\$ 7,204,337	\$ -
Transfers out	5,708,028	-	2,208,028	3,500,000
Contingencies (net)	905,000		905,000	
Total Priority One	\$ 26,629,393	\$ 12,812,028	\$ 10,317,365	\$ 3,500,000
Percentage of Priority One		48%	39%	13%

### <sup>33</sup> Executive Summary VII. Operating Fund: Expenditures

OPERATING FUND (GF & HURF)			AL	L DEPARTMENTS
Expenditures by	Total	FY Gen	eral Funding Prior	ity Level
Category	Budget	Priority One	Priority Two	Priority Three
	2020/21	(Funded)	(Contingency)	(Deferred)
Total Personnel	\$ 13,374,868	\$ 12,812,028	\$ 219,371	\$ 343,469
Professional services	3,778,233	3,691,733	73,000	13,500
Liability insurance	441,336	441,336	-	-
Travel and training	193,350	114,800	41,630	36,920
្ឈ Software & maintenance	734,555	705,070	13,535	15,950
.컬Printing and publications	197,339	88,090	104,500	4,749
Process, meter, service fees	479,300	479,300	-	-
Hardware, tech equipment	178,680	144,530	-	34,150
Employee programs	71,500	32,500	15,500	23,500
<sup>ហី</sup> FFE, Weapons, ammo	212,900	161,900	15,000	36,000
Utilities and repairs	541,288	541,288	-	-
Other supplies and services	1,032,477	803,790	113,370	115,317
Street preservation	2,385,487	-	-	2,385,487
Capital	212,000	-	-	212,000
Total Expenditures	\$ 23,833,313	\$ 20,016,365	\$ 595,906	\$ 3,221,042
Prior year's Budget	\$ 23,404,713	\$ 23,404,713	Contingent on	Deferred for fluid
Dollar difference	428,600	(3,388,348)	Service Level and	transition with
Percentage difference	2%	-14%	Related revenue	revenue rebound
	Priority One:	: Funded effective	yuly 1, 2020	

 Expenditure Priorities and Total Budget by Expenditure Category
 Contingencies by Purpose and Priority

RECOMMENDED CONTINGENCIES			OPERATING FU	JND (GF + HURF)
	Total	FY Gen	eral Funding Prior	ity Level
Purpose	Budget	Priority	Priority	Priority
	2020/21	One	Тwo	Three
Operating continency (policy)	\$ 804,058	\$ 600,000	\$ 68,000	\$ 136,058
PSPRS unfunded liability	5,400,002	-	2,400,000	3,000,002
Employee sick payout (policy)	55,000	55,000	-	-
Merit/appreciation (base/lump)	460,000	-	230,000	230,000
Attorney	250,000	250,000	-	-
Department priorities 2	595,906	-	595,906	-
Department priorities 3	3,221,042	-	-	3,221,042
Carried from 2020:				
Town-wide fee study	28,000	-	28,000	-
HR studies	35,000	-		35,000
Total Expenditures	\$ 10,849,008	\$ 905,000	\$ 3,321,906	\$ 6,622,102

#### VII. Operating Fund: Expenditures

OPERATING FUND SOURCES AND US	SES			
Operating fund	Budget	Budget	Change	Change
Total Sources & Uses	2020/21	2019/20	\$	%
Sources:				
Local taxes	\$10,740,000	\$ 20,483,500	\$ (9,743,500)	-47.6%
Building and development fees	2,226,500	2,178,440	48,060	2.2%
State shared revenues	4,481,870	5,015,340	(533,470)	-10.6%
Franchise and agreements	1,695,000	1,500,980	194,020	12.9%
Other licenses, permits and misc.	3,039,650	4,288,120	(1,248,470)	-29.1%
Planned use of fund balance *	4,446,373	3,399,037	1,047,336	30.8%
Total sources	\$26,629,393	\$ 36,865,417	\$(10,236,024)	-27.8%
Uses:				
Personnel	\$12,812,028	\$ 13,635,840	\$ (823,812)	-6.0%
Supplies and services	7,204,337	9,444,873	(2,240,536)	-23.7%
Capital outlay	-	324,000	(324,000)	-100.0%
Transfer to CIP and debt service	5,708,028	5,755,244	(47,216)	-0.8%
Contingencies	905,000	7,705,460	(6,800,460)	-88.3%
Total uses	\$26,629,393	\$ 36,865,417	\$(10,236,024)	-27.8%
* Transfers in from CIP reconciliat	ion are not sho	wn in this table		

- Operating Fund: Sources, Uses and Planned Use of Fund Balance
- Does not include transfer in, since that is a residual form of fund balance.

### <sup>35</sup> Executive Summary VII. Opera

#### VII. Operating Fund: Expenditures

OPERATING FUND SOURCES AND U	SES		AT VARIOUS R	EVENUE LEVELS		tina E	und: Sc	NIRCOS	
Operating fund		REVENU	E LEVELS			ung ru	inu. Sc	Juices,	0262
Total Sources & Uses	Level I	Recommended	Level II	Level III	and Pl	anned l	Jse of F	und Ba	alance
Sources:									_
Local taxes	\$ 7,725,000	\$ 10,740,000	\$ 15,990,000	22,300,000	By R	evenue	Level	and	easing
Building and development fees	1,423,900	2,226,500	2,184,500	2,510,000					U
State shared revenues	3,962,980	4,481,870	4,706,190	5,461,280	expen	allure p	riorities		
Franchise and agreements	1,489,860	1,695,000	1,869,700	2,259,000					
Other licenses, permits and misc.	2,336,600	3,039,650	3,141,750	3,957,700					
Planned use of fund balance	6,983,053	4,446,373	2,059,159	577,421					
Total sources	\$23,921,393	\$ 26,629,393	\$ 29,951,299	\$ 37,065,401					
Uses:									
Department Priority 1	\$20,016,365	\$ 20,016,365	\$ 20,016,365	\$ 20,016,365					
Department Priority 2	-	-	595,906	595,906					
Department Priority 3	-	-	-	3,221,042					
Transfer out to debt service	2,208,028	2,208,028	2,208,028	2,208,028					
Transfer out to capital projects	792,000	3,500,000	3,500,000	3,992,000					
General contingency	600,000	600,000	668,000	804,058					
Specific use contingency	305,000	305,000	563,000	828,000					
PSPRS UAAL		-	2,400,000	5,400,002			REVENUE	LEVELS	
Total uses	\$23,921,393	\$ 26,629,393	\$ 29,951,299	\$ 37,065,401		Level I	Recommended	Level II	Level III
Transfers in from CIP reconciliation	are not shown i	n this table		Planned us	e of fund balance	(6,983,053)	(4,446,373)	(2,059,159)	(577,421
				Fund balan	ce before transfers				
				Beginning		35,133,034	35,133,034	35,133,034	35,133,034
				Ending		\$ 28,149,981	30,686,661	33,073,875	34,555,613
				% of next ye	ear's base operations	132%	139%	148%	1339
				Remaining	reserve over 90%	5,687,171	8,223,851	13,021,752	11,178,402

# <sup>36</sup> Executive Summary VIII. Operating Fund: Balance Boosters

FY	2020/21 ESTIMATED OPENING FUND BALA	ANCE
1	Unassigned opening balance July 1, 2019	\$31,797,615
2	Estimated revenue FY2020	31,826,823
3	Estimated expenditures FY2020	(23,450,048)
4	Recommended interfund transfers for FY2020:	-
5	Reconciled and closed old CIP projects (budgeted)	1,500,000
6	Capital Improvement Plan (amount per policy)	(5,086,000)
7	CIP related debt service	(1,455,244)
8	Change in unassigned fund balance FY2020	3,335,531
9	Opening fund balance for FY2021	\$35,133,146
_		<i>v,,</i>
10	Percentage of next year's operating	176%
	Percentage of next year's operating Town policy emergency reserve range:	
	Town policy emergency reserve range:	
11	Town policy emergency reserve range: 110% of next year's operating costs	176%
11 12	Town policy emergency reserve range: 110% of next year's operating costs 90% of next year's operating costs	176% \$18,196,695
11 12 13 14	Town policy emergency reserve range: 110% of next year's operating costs 90% of next year's operating costs	176% \$18,196,695
11 12 13 14	Town policy emergency reserve range: 110% of next year's operating costs 90% of next year's operating costs -if below 90%, requires a plan to bring back to 90% Amount of current reserve above ranges:	176% \$18,196,695

FUNDING OPTIONS (Multi-Year Crisis)							
1	Transfer reconciled old CIP projects	*\$	5,000,000				
2	Reimburse GF for CIP paid with Pp		750,000				
3	Set Town "debt payment" fund (not subject to arbitrage)		(750,000)				
4	Unassign GF assigned to facilities		1,516,000				
5	Use debt service balance for next payment		1,372,142				
6	Unassign GF assigned to fleet		847,500				
7	Reduce operating expenditures and services		800,000				
8	Use Pp proceeds for CIP (AEL capacity) up to \$8M		7,250,000				
9	Offset use of Pp with deposit in Town "debt payment" fur	nd	TBD				
10	Opening fund balance July 1, 2020, as adjusted	\$	16,785,642				
* Transfer was not included in "use of fund balance esimate" in previous slide							
Lines 1-3 Recommended to implement in FY2020/21, effective July 1, 2021							
Lines 4-4 are listed in recommended priority order							
Lines 8-9 assist AEL capacity when "bottle neck" CIP & PSPRS UAAL resume							

# <sup>37</sup> Executive Summary IX. Operating Fund: Actions Taken

FY2019/20	FY2020/21					
<ul> <li>Froze non-essential vacancies and other non-essential spending</li> <li>Held PSPRS UAAL payments</li> <li>Deferred road maintenance, road is in good condition</li> <li>Private placement (low rate)</li> <li>Increased fund balance by \$3.3M</li> <li>State work share program</li> <li>AZDEMA program</li> <li>FEMA reimbursement effort</li> <li>Aligning staffing duties with demands</li> <li>Project teams: Reopening, Recovery, Best Practices, Continuity Planning</li> </ul>	<ul> <li>Departments prioritized and continue to reduce expenditures on a tiered approach</li> <li>Updating revenue projections and analysis as data is available</li> <li>Assessed policies, reserves and setasides for recommendations</li> <li>Plan dynamic resumption to full activities, ready to cut-back if necessary</li> <li>Recalibrated costs and use of non-general fund sources</li> </ul>					

## <sup>38</sup> Executive Summary

#### X. Fund Balance

		G	General Fund		Capital Improvement Program			Enterprises and grants / fees					
		Unassigned	Assigne	ed for	Town General Fund Proceeds held by Trustee		Court		Enterprise funds		Total		
Activity Description		Operating	Facilities	Fleet	Construction	Debt Service	Construction	Debt Service	Funds	Alarm	Fire	Wastewater	All Funds
1 0	Opening available balance FY2020	\$31,797,615	\$1,516,000	\$847,500	\$11,017,283	\$0	\$0	\$1,383,064	\$1,062,402	\$528,340	\$2,479,716	(\$989,874)	\$49,642,046
2 F	FY2019/20 estimated:												
3	Revenues	31,826,823	-	-	-	-	4,000	11,198	272,421	150,165	3,147,447	3,158,534	38,570,588
4	Expenditures	(23,450,048)	-	-	(2,241,000)	/	-	(1,477,864)	(415,539)	(129,175)	(3,191,181)	(2,556,988)	(33,461,795)
5	Interfund transfers												/
6	Reconciled and closed old CIP projects	1,500,000	-	-	(1,500,000)	/ <b>-</b>	-	-	-	-	-	-	- 7
7	Capital improvement plan	(5,086,112)	-	-	5,086,112	-	-	-	-	-	-	-	-
8	CIP related debt service	(1,455,244)	-	-	-	-	-	1,455,244	-	-	-	-	- 1
9	Excise tax revenue proceeds	-	-	-	-	-	8,003,600	-	-	-	-	-	8,003,600
10	Change in fund balance FY2020	3,335,419	-	-	1,345,112	-	8,007,600	(11,422)	(143,118)	20,990	(43,734)	601,546	13,112,393
11 0	Opening fund balance FY2021	\$35,133,034	\$1,516,000	\$847,500	\$12,362,395	\$0	\$8,007,600	\$1,371,642	\$919,284	\$549,330	\$2,435,982	(\$388,328)	\$62,754,439
12 F	FY2020/21 recommended:												
13	Revenues	22,183,020	-	-	-	-	16,000	500	241,700	155,000	3,142,000	2,820,000	28,558,220
14	Expenditures	(20,016,365)	-	-	(5,600,000)	/ -	-	(2,208,028)	(152,500)	(165,134)	(3,378,982)	(2,882,794)	(34,403,803)
15	Contingency	(905,000)	-	-	(590,000)	) -	(20,000)	- /	(20,000)	(20,000)	(90,000)	(28,000)	(1,673,000)
16	Interfund transfers												
17	Capital improvement plan	(3,500,000)	-	-	3,500,000	-	-	-	- /	-	-	-	-
18	CIP related debt service	(2,208,028)	-	-	-	-	-	2,208,028	-	-	-	-	-
19	Repay interfund loan	-	-	-	-	-			-	-	-	-	-
20	Change in fund balance FY2021	(4,446,373)	-	-	(2,690,000)	,	(4,000)	) 500	69,200	(30,134)	(326,982)	(90,794)	(7,518,583)
21 Ending fund balance FY2021		\$30,686,661	\$1,516,000	\$847,500	\$9,672,395	\$0	\$8,003,600	\$1,372,142	\$988,484	\$519,196	\$2,109,000	(\$479,122)	\$55,235,856

### EXECUTIVE SUMMARY FY2020/21



May 14<sup>th</sup>, 2020