



**CITY OF EL MIRAGE
REGULAR MEETING OF
THE COMMON COUNCIL**

AGENDA

Mayor Alexis Hermosillo
Vice Mayor Jacquelyn Parsons
Councilmember Monica Dorcey
Councilmember Ryan Eldridge
Councilmember Scottie Gentry
Councilmember Anita Norton
Councilmember Donna Winston

6:00 PM - Tuesday, April 7, 2026

**City Council Chambers
10000 N. El Mirage Road, El Mirage, AZ 85335**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City of El Mirage City Council and to the general public that the El Mirage City Council meetings are open to the public. Doors open to the Council Chambers approximately 30-minutes prior to the posted public meeting time. Members of the El Mirage City Council may attend either in person or by telephone conference call. Please silence all electronic communication devices before the meeting is called to order.

Note: The Common Council of the City of El Mirage, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformation with A.R.S. §38.431.03, including legal advice from the City Attorney.

Public access to this meeting is available using the following link: [Watch the Meeting Live.](#)

1. ROLL CALL

2. CALL TO ORDER

Pledge of Allegiance
Moment of Silence

3. PROCLAMATIONS

1. Proclaiming April as Fair Housing Month
2. Proclaiming April as Sexual Assault Awareness Month

4. CALL TO THE PUBLIC

Citizens desiring to speak on any issue within the jurisdiction of the public body may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken, (2) direct staff to review or follow up on the matter, and/or (3) direct that the matter be put on a future agenda.

5. CONSENT AGENDA

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action to approve the minutes of the Regular Council meetings held on Wednesday, February 18, 2026, and Tuesday, March 3, 2026. (City Clerk)
2. Consideration and action to adopt Resolution No. R26-04-05 amending the Bylaws of the El Mirage Youth Advisory Commission (EMYAC).
3. Consideration and action to request and accept funds, if awarded for the FY2027 Court Security Improvements Grant from the Administrative Office of the Courts for an approximate amount of \$45,000 to enhance and increase security measures in the court and authorize Finance to make the necessary budget transfers. (Grants/City Court)
4. Consideration and action to recommend Vice Mayor Jacque Parsons to serve as the primary committee member and Councilmember Ryan Eldridge to serve as the alternate committee member on the Community Development Advisory Committee (CDAC) for the FY2026-FY2028 term. (Mayor & Council)
5. Consideration and action to request and accept funds, if awarded, for a FY2027 Festival Grant from the Arizona Commission on the Arts for up to \$5,000 to support the FY2027 events celebrating the City of El Mirage's 75th Anniversary, and authorize Finance to make the necessary budget transfers. (Admin/Grants)
6. Consideration and action to approve the FY2027 amendment to the intergovernmental agreement (IGA) with the Regional Public Transportation Authority (RPTA) for ADA paratransit services.
7. Consideration and action to approve the West Valley Mobile Field Force Response Team (MFFRT) Intergovernmental Agreement (IGA) with an expiration date of July 1, 2031.
8. Consideration and action to approve purchase of annual hosting services from Itron in the amount of \$30,494.18 for remote meter system. (Public Works)

6. REGULAR AGENDA

- 1.** Oath of Office for newly appointed El Mirage Youth Advisory Commission Members. (Mayor)
- 2.** Consideration and action to approve the use of CORE Construction to complete Capital Improvement Project (CIP) 62009 at El Mirage City Court in an amount not to exceed \$735,999, and to authorize Finance to make any necessary budget transfers. (City Court)
- 3.** Consideration and action to adopt Resolution R26-04-03 establishing the El Mirage Community Partnership Grant Program, including the policy, application, evaluation criteria, and review process. (Administration)
- 4.** Consideration and action to amend §95.02 (Fireworks) of the El Mirage City Code. (Council)
- 5.** Consideration and possible action regarding Council action taken February 18, 2026, related to Development Impact Fees. (Council)

7. EXECUTIVE SESSION

- 1.** Consideration and action to adjourn into Executive Session pursuant to A.R.S. § 38-431.03.A.5. for discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations with the El Mirage Firefighter's Association regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of employees of the public body. (Administration)

8. REGULAR AGENDA (Continued)

- 1.** Consideration and action to approve R26-04-04, adopting the Memorandum of Understanding (MOU) between the City of El Mirage (COEM) and the El Mirage Fire Fighters Association (EMFFA), Chapter of Northwest Firefighters Local 4361, for the period of July 1, 2026, through June 30, 2029. (Administration)

9. CITY MANAGER'S COMMENTS & SUMMARY OF CURRENT EVENTS

The City Council may not act upon any matter in the City Manager's summary, but may have general comments or questions.

10. MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

11. ADJOURNMENT

Accommodations for Individuals with Disabilities. *Alternative format materials, sign language interpretation, assistive listening devices, or interpretation in languages other than English are available upon 72 hours' advance notice through the Office of the City Clerk, 10000 N El Mirage Road, El Mirage, Arizona, (623) 876-2943, TDD (623)933-3258, or FAX (623) 876-4603. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.*

AFFIDAVIT OF POSTING – CITY COUNCIL MEETING OF APRIL 7, 2026.

I hereby certify that this agenda was posted on April 1, 2026, at the following locations: 1) the City of El Mirage Exterior Bulletin Board at 10000 N. El Mirage Road and 2) the City of El Mirage website at www.elmirageaz.gov.



Jill A. Boltz, City Clerk



REQUEST FOR COUNCIL ACTION

SUBJECT: Proclaiming April as Fair Housing Month	
MEETING DATE: 04/07/2026	AGENDA SECTION: Proclamations
SUBMITTED BY: Regan Jepson, Community Partnership Administrator	DEPARTMENT: Community Services

BACKGROUND:

The City of El Mirage participates in the Housing and Urban Development's Community Development Block Grant (CDBG) activities and benefits from federal grant funding to assist the City with projects that benefit low-income, minority, and other vulnerable populations. The CDBG program includes a regulatory requirement to affirmatively further fair housing, based on HUD's obligation under Section 808 of the Fair Housing Act. The CDBG regulation also requires grantees to certify that they will affirmatively further fair housing.

The City of El Mirage's mission statement, participation in the Maricopa County Association of Governments' human service efforts, and other internal policies promote the fair housing goal of protecting citizens from housing discrimination. To stay true to the City's mission "to protect and enhance the quality of life through leadership, partnerships, and the efficient delivery of outstanding service to our diverse community" and meet the CDBG regulatory obligation, the Mayor and City Council may further those efforts by adopting the Fair Housing Proclamation, acknowledging April 2025 as Fair Housing Month.

ATTACHMENTS

Fair Housing Month Proclamation 2026



PROCLAMATION

AUTISM AWARENESS & ACCEPTANCE MONTH

APRIL 2026

WHEREAS, The Civil Rights Act of 1968 (The Fair Housing Act) and the Fair Housing Amendments Act of 1988 ensure full and fair access to housing opportunity; and

WHEREAS, shelter is a basic human need and when shelter is denied, the quality of human life is greatly diminished; and

WHEREAS, housing discrimination and other exclusionary practices can have a critical impact on socioeconomic outcomes; and

WHEREAS, people must not be denied equal access to and enjoyment of housing because of race, color, national origin, religion, sex, disability, or familial status; and

WHEREAS, the City of El Mirage recognizes and values the efforts of those who seek to identify and eliminate barriers to full and fair housing opportunity; and,

WHEREAS, April is designated as Fair Housing Month.

NOW, THEREFORE, the City of El Mirage proclaims the month of April as **FAIR HOUSING MONTH**. The City of El Mirage encourages all citizens to work for tolerance and equal opportunity in our community.

IN WITNESS THEREOF, I, Mayor Alexis A. Hermosillo, have hereunto set my hand and cause the Seal of the City of El Mirage to be affixed this 7th day of April 2026.

Alexis A. Hermosillo, Mayor



REQUEST FOR COUNCIL ACTION

SUBJECT: Proclaiming April as Sexual Assault Awareness Month	
MEETING DATE: 04/07/2026	AGENDA SECTION: Proclamations
SUBMITTED BY: Regan Jepson, Community Partnership Administrator	DEPARTMENT: Community Services

BACKGROUND:

April is Sexual Assault Awareness Month. The intent of this proclamation is to draw attention to the fact that this crime occurs far too frequently, goes unreported far too often, and leaves long-lasting physical and emotional scars to victims. Rape, sexual assault, sexual coercion, and sexual violence are public health problem that impacts every community and affects people of all genders, sexual orientations, and ages. Trauma from sexual violence can have long-term effects on the economic well-being, physical, and mental health of survivors and their families. There is compelling evidence that reducing sexual violence through preventive education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions can be successful.

Every person is encouraged to lift the veil of secrecy and shame surrounding sexual violence by engaging in conversations about what sexual violence is, taking action to prevent it, helping survivors connect with services, and speaking out against harmful attitudes and actions.

ATTACHMENTS

Proclamation - Sexual Assault Awareness Month



PROCLAMATION

SEXUAL ASSAULT AWARENESS MONTH

WHEREAS, rape, sexual assault, sexual coercion, and sexual violence is a public health problem that impacts every community and affects people of all genders, sexual orientations, and ages; and

WHEREAS, sexual violence can occur in person, online, or through technology, including posting or sharing sexual pictures of someone without their consent; and

WHEREAS, nationally, over 53% of women and over 22.3% of men reported experiencing sexual violence involving physical contact during their lifetimes; and

WHEREAS, 47% of all transgender people have been sexually assaulted at some point in their lives; and

WHEREAS, 32.9% of adults with intellectual disabilities have experienced sexual violence; and

WHEREAS, 1 in 2 American Indian and Alaska Native woman (56.1%) have experienced sexual violence in their lifetime, 1 in 3 Hispanic women (34.8%) reported unwanted sexual contact and 1 in 4 non-Hispanic Black women (29%) were raped in their lifetime; and

WHEREAS, trauma from sexual violence may impact a survivor's employment due to time off from work, diminished performance, job loss, or inability to work, which can disrupt earning power and have a long-term effect on the economic well-being of survivors and their families; and

WHEREAS, an estimated 75% of sexual assault victimizations go unreported each year, underscoring the urgent need for trauma-informed reporting, financial assistance, advocacy, and comprehensive support services for survivors; and

WHEREAS, victim services, medical providers, law enforcement agencies, and court personnel across Arizona have made significant contributions to support victims and their family members in the healing process and the cycle of justice; and

WHEREAS, expanding prevention education, increasing awareness, building a strong continuum of victim services, and holding perpetrators accountable contribute to safer communities for all Arizonans.

NOW, THEREFORE, I, Mayor Alexis A. Hermosillo, do hereby proclaim **April 2026 as *SEXUAL ASSAULT AWARENESS MONTH*** and ask that our community work to keep our community members safe from this crime, and to stand together with survivors and victims of sexual assault.

Alexis A. Hermosillo, Mayor



REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to approve the minutes of the Regular Council meetings held on Wednesday, February 18, 2026, and Tuesday, March 3, 2026. (City Clerk)

MEETING DATE: 04/07/2026

AGENDA SECTION: Consent

SUBMITTED BY: Jill Boltz, City Clerk

DEPARTMENT: City Clerk

RECOMMENDATION:

Approve the minutes of the Regular Council meetings held on Wednesday, February 18, 2026, and Tuesday, March 3, 2026, as presented.

PROPOSED MOTION:

I move to approve the minutes of Wednesday, February 18, 2026, and Tuesday, March 3, 2026, Regular City Council Meetings, as presented.

ATTACHMENTS

2026-02-18 City Council Meeting Minutes_DRAFT

2026-03-03 City Council Meeting Minutes_DRAFT

DRAFT

**REGULAR MEETING OF THE COMMON COUNCIL
CITY OF EL MIRAGE
CITY COUNCIL CHAMBERS
10000 N. EL MIRAGE ROAD
6:00 PM -WEDNESDAY, FEBRUARY 18, 2026**

Minutes

1. ROLL CALL

Present: Mayor Alexis Hermosillo; Vice Mayor Jacquelyn Parsons; Councilmember Monica Dorcey; Councilmember Ryan Eldridge; Councilmember Scottie Gentry; Councilmember Anita Norton (online); Councilmember Donna Winston

2. CALL TO ORDER - meeting called to order at 6:00 p.m.

Pledge of Allegiance
Moment of Silence

3. PRESENTATIONS

1. State of Arizona Veterans of Foreign Wars Certificate of Special Appreciation to El Mirage Police Detective Frank Torres.

Glen Stark, Past Commander of the Veterans of Foreign Wars (VFW), presented Detective Frank Torres with a Certificate of Special Appreciation.

2. Presentation of the 2025-2026 Digital State of the City by Mayor Alexis Hermosillo.

Kari Silva, Marketing and Communications Coordinator, presented the 2025-2026 Digital State of the City by Mayor Alexis Hermosillo.

4. PROCLAMATION

1. Proclaiming February as Teen Dating Violence Awareness Month

Mayor Hermosillo proclaimed February as Teen Dating Violence Awareness Month.

5. CALL TO THE PUBLIC

Citizens desiring to speak on any issue within the jurisdiction of the public body may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken, (2) direct staff to review or follow up on the matter, and/or (3) direct that the matter be put on a future agenda.

Jeff Lach, resident, stated the city has spent enough money. There is enough money to waive property taxes for residents. Mr. Lach asked if anyone had heard any information on

what the new industrial park will bring to the city.

Phillip Bynum, resident, stated that he heard there have been 1200 jobs created in the last eight years, and that is slow growth. He asked why Dysart Road had not been completed. He stated that projects are taking too long to complete, and the quality of work in the original part of El Mirage is poor.

6. **CONSENT AGENDA**

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action to approve the minutes of the Regular Council meeting held Tuesday, February 3, 2026. (City Clerk)
2. Consideration and action to reappoint Cynthia Marano as a member of the Public Safety Personnel Retirement System (PSPRS) Fire and Police Local Boards. (Human Resources)

Vice Mayor Parsons moved to approve the Consent Agenda, seconded by Councilmember Winston.

Passed (6/1) - ABSTAIN Councilmember Norton-McDaniel

7. **REGULAR AGENDA**

1. Consideration and action to authorize the City Manager to negotiate and enter into a supplementary programming agreement with the Northwest Valley YMCA to operate a 5K Walk/Run Event. (Parks and Recreation)

Sean VonRoenn, Parks and Recreation Director, gave background on the history of the 5K Walk/Run Event. This event occurred annually from 2016 to 2019, with a variety of community partner involvement. This is a health-and fitness-focused event for the community, open to all ages. The course involves minimal traffic impacts and no hard road closures, utilizing the west side of El Mirage Avenue. This event will include food and community vendors to attract broad participation. The event will take place on Saturday, December 12, 2026, and the partnerships would include the Northwest Valley YMCA, Dysart Education Foundation, and the City of El Mirage. All event proceeds will benefit non-profit partners, and they will be responsible for the marketing and sponsorship campaigns, registration, race timing, site planning, food and community vendor coordination, course marshals, water stations, and giveaways.

Councilmember Eldridge asked what the cost would be for police to assist in this effort and what the registration fees would cost. Mr. VonRoenn stated that he has not worked out all the details because this is a cosponsored event with the city and has not finalized the traffic control plan. Mary Davis, North West Valley YMCA Executive Director, stated that the early-bird registration fee is \$20 for individuals and \$35 for families. The price increases as the date gets closer.

Mayor Hermosillo asked Jill Boltz, City Clerk, to provide commentary on behalf of Councilmember Norton-McDaniel. We will be using the format we used earlier in the day.

Councilmember Norton-McDaniel asked whether Peoria Avenue would be closed at El Mirage Road and what kind of marketing assistance the city would provide. Mr. VonRoenn stated that six intersections between Gateway Park and Basin Park will experience brief closures for the event. He stated that one southbound lane on El Mirage Road would be open. The city is a cosponsor of the event, and the YMCA is planning to put together

marketing materials that we will share on our social media channels. Councilmember Norton-McDaniel stated that this is a great event, and she fully supports it.

Councilmember Gentry stated this is a YMCA event and questioned why it does not specify how much we will pay for police officer maintenance and events, so we know how much residents are paying. Mr. VonRoenn stated that we do not typically quantify all of our staffing costs for cosponsored events, and that these costs will be absorbed within existing budget allocations.

Councilmember Dorcey stated this could become a signature event for El Mirage. This is a win for everyone, including the Foundation and the YMCA. This will cover a lot of territory, and in addition, all profits will be reinvested in the community through our subsidies for child care, swim lessons, and other programs.

Councilmember Winston asked if it was possible to get videos from local students on track teams to help runners prepare for the race. Mr. VonRoenn stated he will work with the marketing team on some of those ideas.

Vice Mayor Parsons moved to authorize the City Manager to negotiate and enter into a supplementary programming agreement with the Northwest Valley YMCA to operate a 5K Walk/Run Event, seconded by Councilmember Winston. Motion passed (6/1) – ABSTAIN Councilmember Norton-McDaniel

2. Consideration and action to authorize the City Manager to negotiate and enter into a Mural Project Management Agreement with West Valley Arts Council for an amount not to exceed \$25,000, and authorize the Finance Department to make any necessary transfers. (Parks and Recreation)

Sean VonRoenn, Parks and Recreation Director, introduced Kathy Knecht, Executive Director of the West Valley Arts Council. Ms. Knecht stated they have been working to develop an exciting new piece of artwork for the City of El Mirage. Public art can be a wonderful asset to the community. They are proposing a digitized mural for El Mirage. It would be an original piece of art owned by the city, on a vinyl canvas, which would help with longevity. This piece would be cost-effective, easy to remove, and last approximately three years. El Mirage will own the image for future reprinting and non-commercial use. There would be a selection criterion approved by the council. The process would be managed by the West Valley Arts Council, which would develop guidelines with the city, call for artists, conduct panel reviews, and select the final project.

Councilmember Gentry asked about the cost of the mural. Mr. VonRoenn stated that the total would be \$25,000. The breakdown includes \$400 for three finalists, \$8,000 for the winning artist, and the cost to paint the building.

Councilmember Dorcey asked about the timeline. Ms. Knecht stated that, if approved tonight, they would hold the call for artists at the beginning of March and plan the unveiling for early October.

Councilmember Eldridge asked whether we would want to have it up before the event, and if there are any warranties. Mr. VonRoenn stated it would be an opportunity to promote the event. Ms. Knecht stated the warranty would be for three years.

Councilmember Gentry stated that she can not support this. She stated there are other priorities in our city, such as our streets and infrastructure.

Councilmember Norton-McDaniel stated that this is a great idea and would love to see it expanded to include painting murals on utility boxes to liven up the scenery. Residents have stated that murals on buildings would enhance areas and even suggested they would help pay for them.

**Vice Mayor Parsons moved to authorize the City Manager to negotiate and enter into a Mural Project Management Agreement with West Valley Arts Council for an amount not to exceed \$25,000, and authorize the Finance Department to make any necessary transfers, seconded by Councilmember Winston.
Motion passed (5/1/1) – NAY Councilmember Gentry, ABSTAIN Councilmember Norton-McDaniel**

- 3.** Consideration and action to authorize the City Manager to negotiate and enter into an agreement for a Mural Installation in an amount not to exceed \$5,000, and authorize the Finance Department to make any necessary transfers. (Parks and Recreation)

Sean VonRoenn, Parks and Recreation Director, stated that the proposed mural is to be located at 12013 West Thunderbird Ave. This is an east-facing wall, so it would be seen as you are traveling west on Thunderbird Road. It has adequate parking nearby. Painting quotes for that facility totaled less than \$5,000, with a proposed total budget allocation of \$30,000 for this project.

Councilmember Gentry asked how long we plan to keep the mural at this building and why it is necessary to paint the entire building. Mr. VonRoenn stated that he believes three years is a conservative estimate based on the Executive Director's comments. Part of the incentive for the business owner to host the mural is for the facade improvements, which was another strategy identified in the downtown revitalization.

**Vice Mayor Parsons moved to authorize the City Manager to negotiate and enter into an agreement for a Mural Installation in an amount not to exceed \$5,000, and authorize the Finance Department to make any necessary transfers, seconded by Councilmember Winston.
Motion passed (5/1/1) – NAY Councilmember Gentry, ABSTAIN Councilmember Norton-McDaniel**

8. CITY MANAGER'S COMMENTS & SUMMARY OF CURRENT EVENTS

The City Council may not act upon any matter in the City Manager's summary, but may have general comments or questions.

9. MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

Councilmember Eldridge stated the Public Safety event was great.

Councilmember Gentry stated that the Public Safety event had a nice turnout. She attended the City of Buckeye's Air Show and was invited to the House of Representatives for the Ambassador of Guatemala's visit.

10. ADJOURNMENT - meeting adjourned at 7:03 p.m.

Alexis A. Hermosillo, Mayor

ATTEST:



Jill A. Boltz, City Clerk

I hereby certify the aforementioned minutes are a true and accurate record of the Regular El Mirage City Council Meeting held on Wednesday, February 18, 2026, and a quorum was present.



Jill A. Boltz, City Clerk

DRAFT

**REGULAR MEETING OF THE COMMON COUNCIL
CITY OF EL MIRAGE
CITY COUNCIL CHAMBERS
10000 N. EL MIRAGE ROAD
6:00 PM -TUESDAY, MARCH 3, 2026**

Minutes

1. ROLL CALL

Present: Mayor Alexis Hermosillo; Vice Mayor Jacquelyn Parsons; Councilmember Monica Dorcey; Councilmember Ryan Eldridge; Councilmember Scottie Gentry; Councilmember Anita Norton; Councilmember Donna Winston

2. CALL TO ORDER - meeting called to order at 6:00 p.m.

Pledge of Allegiance
Moment of Silence

3. CALL TO THE PUBLIC

Citizens desiring to speak on any issue within the jurisdiction of the public body may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken, (2) direct staff to review or follow up on the matter, and/or (3) direct that the matter be put on a future agenda.

Jim McPhetres, resident, stated he read through the agenda, and the amount of money the city receives from the citizens is going to change tonight. The worst thing the government can do to its citizens is raise rates. There is \$4.5 million projected for parks over the next four years, and they do not need that much work each year.

Todd Balash, resident, stated he uses Basin Park, and there are safety concerns. He wants to know if the Parks Department staff are doing weekly safety inspections. The Parks Department has an \$8.6 million budget, and tonight the council is voting to allocate additional funds. What are they doing with the money? Why are the parks not being inspected to make sure safety issues are being addressed?

Phillip Bynum, resident, stated the council will be voting on increasing the water rates, which will affect every household. Property taxes are going down, but they may increase once the ICE Detention Center is built. There is a pattern of negligence that should be addressed before voting on rate increases, such as why we are not holding the manufacturers accountable for failures in the existing meter operations, and why we are installing new water meters that have already shown deficiencies.

4. CONSENT AGENDA

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action to approve the minutes of the Special City Council meeting and Council Work Session held on Wednesday, February 18, 2026. (City Clerk)
2. Consideration and action to approve a request and accept, if awarded, a public safety grant from the Arizona Governor's Office of Highway Safety (GOHS) for an approximate amount of \$5,400 to support Occupant Protection, and authorize the Finance Department to make the necessary budget transfers. (Admin-Grants)
3. Consideration and action to approve a request and acceptance of grant funds, if awarded from the Arizona Governor's Office of Highway Safety (GOHS) in an approximate amount of \$30,000 as funds for Driving Under the Influence (DUI) Overtime and Enforcement for the El Mirage Police Department, and authorize Finance to make the necessary budget transfers. (Admin - Grants)
4. Consideration and action to approve a request and acceptance of grant funds, if awarded from the Arizona Governor's Office of Highway Safety (GOHS) in an approximate amount of \$38,000 as funds for Police Traffic Services/Speed Control for the El Mirage Police Department, and authorize Finance to make the necessary budget transfers. (Admin - Grants)
5. Consideration and action to approve contract EM25-ESSJ01 for On-Call Emergency Sewer and Storm Sewer Jetting and Cleaning Services. (Public Works)
6. Consideration and action to award a contract to DBA Construction using City Contract PW23-RFQ-JOC01 to install traffic-calming improvements on El Mirage Road between End Street and Santa Fe Lane in the amount of \$145,350, including a 10% contingency. (Development Services)

At the request of Councilmember Eldridge, Consent Agenda Item 4.6 was pulled for consideration and action on the Regular Agenda as 5.1.a.

**Vice Mayor Parsons moved to approve Consent Agenda items 4.1–4.5, seconded by Councilmember Winston.
Motion passed (6/1) NAY - Councilmember Gentry**

5. REGULAR AGENDA

5.1.a. Consideration and action to award a contract to DBA Construction using City Contract PW23-RFQ-JOC01 to install traffic-calming improvements on El Mirage Road between End Street and Santa Fe Lane in the amount of \$145,350, including a 10% contingency. (Development Services)

Mayor Hermosillo stated this item was pulled for discussion by Councilmember Eldridge.

Councilmember Eldridge stated he wanted to discuss this item because of the cost and the results of the traffic study completed. Jorge Gastelum, Development Services Director, stated that the study follows the cushion installation program approved by the council last year. The road must be classified as a local street; the speed limit cannot exceed 30 miles per hour; 85% of vehicles in the study currently exceed the speed limit by at least 5 miles per hour; and the average daily traffic is 400 vehicles per day.

Councilmember Norton-McDaniel asked how many speed cushions would be installed, what other work would be done in that area, and how many bids had been received for this

project. Mr. Gastelum stated that two speed cushions would be placed in that area, and striping and signage would be installed as well. This project was advertised, and received only one bid.

**Mayor Hermosillo moved to table 5.1.a, seconded by Vice Mayor Parsons.
Motion failed (1/6) AYE - Gentry**

**Councilmember Norton-McDaniel moved to reject the proposal, seconded by Mayor Hermosillo.
Motion passed (7/0)**

1. A public hearing, closure of public hearing, followed by a discussion and action on a conditional use permit zoning application for a wireless communication facility at 10075 N El Mirage Road, El Mirage, AZ 85335, submitted by Pinnacle Consulting Inc. (Development Services)

Mayor Hermosillo opened the public hearing at 6:31 p.m.

Jose Macias, Senior Planner, presented a conditional use permit zoning application for a wireless communication facility at 10075 N. El Mirage Road, El Mirage, AZ 85335, submitted by Pinnacle Consulting, Inc. He stated that the site is 900 square feet, located within the Commerce Industry Park Planning Area of the 2020 general plan, and that the current zoning is employment-industry. The site is located outside a flood zone, and the proposed use, according to the land use table, is wireless communication facilities, which require a conditional permit for the applicant to proceed with the city approval process. The site is located in the industrial part of the city, surrounded by various industrial uses, light manufacturing, and outdoor storage and recreational uses. There will be an access easement from the front gate, running along the south and east property lines to the facility site, allowing access for repairs or upgrades to the facility. In addition, any significant changes to the site plan will require a site plan amendment zoning application, including increasing the footprint of the secured area, expanding the monopole height, and collocating a second provider. There is a similar tower located up the street behind Keven's Landscaping on El Mirage Road, just south of Peoria Avenue.

David Klucznik, Pinnacle Consulting, representing Towers and Verizon Wireless, stated that a question was asked at the Planning and Zoning Commission meeting about the frequency of inspections for the tower, and that the answer was once a month.

Jim McPhetres, resident, asked if this tower is solely for Verizon. Stephen Kennedy, Consultant, stated that currently, only Verizon users would benefit from this tower. A second carrier could also attach to the tower in the future. In addition, every phone in the United States is set up so that if a user dials 911 and is unable to reach their carrier's tower, the closest tower will process the call.

Philip Bynum, resident, asked whether the facility was located at Joe Ramirez and El Mirage Road. It was acknowledged to be correct.

Todd Balash, resident, asked if the City of El Mirage would want to establish a public service answering point, and if there would be any benefit. Mr. Kennedy stated that all wireless carriers and phone companies must interconnect with the 911 system through public service answering points.

Councilmember Norton-McDaniel asked if this service would also affect internet usage. Mr. Kennedy stated that this will increase the speed of both wireless and internet usage.

Mayor Hermosillo closed the public hearing at 6:42 p.m.

Councilmember Norton-McDaniel moved to approve a conditional use permit zoning application for a wireless communication facility at 10075 N El Mirage

**Road, El Mirage, AZ 85335, submitted by Pinnacle Consulting Inc., seconded by Councilmember Winston.
Motion passed (7/0)**

2. Consideration and action to adopt a notice of intent to change certain fees, which could include adding, deleting, increasing, or decreasing fees, not sooner than 60 days from the date of posting the notice pursuant to A.R.S. Section 9-499.15 and 9-511.01. (Administration)

Macy Walker, Budget Manager, presented the notice of intent to change fees. This is not the actual adoption of fee changes, but rather a 60-day notice that must be posted before any fee change. The first proposed change is the water change fee, based on a study conducted in May 2025, and the council adopted a 3% increase. This fee is for water meters that the property owner pays for when the property is developed and reflects the city's direct market cost to purchase the meters. Wastewater increased by 3% as adopted by the council in May 2025. The City Clerk has added a new fee of \$25 per hour for commercial public records requests. Development Services has deleted the appeal to the Planning and Zoning Commission fee, which is acted upon by the City Council, and is now the site plan amendment fee.

Councilmember Gentry asked about the reason for the increase in the water rates. Ms. Walker stated that the increase comes from the rate study and helps cover operational needs and potential future water purchases.

Councilmember Norton-McDaniel asked if the increase also covers the purchase of new water meters. Nick Russo, Public Works Director, stated the prices are not tied to new residential or commercial water meters.

Councilmember Dorcey asked what the life of water meters is. Mr. Russo stated in Arizona between ten and 12 years.

Councilmember Eldridge asked what the warranty was on the old water meters. Mr. Russo stated approximately 15 years.

Crystal Dyches, City Manager, stated that this item sets a 60-day notice of intent to change fees and that staff will bring back the information needed to vote on the fee changes.

Justin Pierce, City Attorney, stated that, before the increase in fees, state law requires a public notice that a change is coming. This item tonight is not the adoption of the fees.

**Vice Mayor Parsons moved to adopt a notice of intent to change certain fees, which could include adding, deleting, increasing, or decreasing fees, not sooner than 60 days from the date of posting the notice pursuant to A.R.S. Section 9-499.15 and 9-511.01, seconded by Councilmember Winston.
Motion passed (4/3) NAYS - Councilmember Eldridge, Councilmember Gentry, Councilmember Norton-McDaniel**

3. Consideration and action to approve Resolution R26-03-02 adopting the Capital Improvements Plan (CIP) for fiscal years 2027 through 2031. (Administration)

Macy Walker, Budget Manager, presented the Capital Improvement Plan (CIP) for fiscal years 2027 through 2031. This plan was discussed at the February 18, 2026, City Council Work Session, and changes were made based on the feedback from council during that meeting.

Councilmember Norton-McDaniel stated she cannot support this because of the \$745,000 allocated for City Hall renovations.

Councilmember Gentry stated she cannot support this because it includes funding for City Hall renovations that were voted down by the bond.

Cyrstal Dyches, City Manager, explained that all CIP projects will come before the council before moving forward and clarified misinformation regarding the City Hall renovations. The City Hall renovations included in the CIP do not expand City Hall's footprint. The bond project was an expansion of City Hall to approximately 7,000 square feet. This project is to build workspaces in the existing footprint of City Hall.

Mayor Hermosillo moved to approve Resolution R26-03-02 adopting the Capital Improvements Plan (CIP) for fiscal years 2027 through 2031, seconded by Councilmember Winston.

Motion passed (5/2) NAYS - Councilmember Gentry, Councilmember Norton-McDaniel

4. Consideration and action to reject proposal(s) related to City of El Mirage procurement EM25-TRW01. (Public Works)

Nick Russo, Public Works Director, presented background on the solicitation of EM25-TRW01 that was recently issued for the labor and materials to replace the discharge piping and sand separator at the Thompson Ranch Well Site. The solicitation was publicly advertised, and one proposal was received in late 2025. The proposal was submitted by KEAR Civil Corporation for \$140,000. The proposal was received by staff and determined to be responsive to the requirements, but upon further evaluation, staff determined that the project can be completed by using internal resources within the approved CIP budget while maintaining applicable operational, safety, and performance standards.

Councilmember Norton-McDaniel moved to reject proposal(s) related to City of El Mirage procurement EM25-TRW01, seconded by Councilmember Dorcey.
Motion passed (7/0)

5. Consideration and action to approve the purchase of three replacement pumps for the City's Grand Village lift station from Arrowhead Pump and Supply, LLC in an amount not to exceed \$65,883.44 and authorize the finance department to make any necessary transfers. (Public Works)

Nick Russo, Public Works Director, presented Capital Improvement Project (CIP) 62227, which provides for the replacement of components of the City's sewer collection system as needed to maintain proper operation. Currently, there are two lift stations that raise the sewer discharge to create a gravity flow and carry it over a long distance. This item is for the replacement of the pumps at the Grand Village lift station.

Councilmember Eldridge asked about the lifespan of the chopper pumps. Mr. Russo stated between 8 and 12 years.

Vice Mayor Parsons moved to approve the purchase of three replacement pumps for the City's Grand Village lift station from Arrowhead Pump and Supply, LLC in an amount not to exceed \$65,883.44 and authorize the finance department to make any necessary transfers, seconded by Councilmember Norton-McDaniel.
Motion passed (7/0)

6. Consideration and action to approve a contract with M.R. Tanner for FY26 pavement maintenance work for an amount not to exceed \$717,047.80 and authorize finance to make any necessary transfers. (Public Works)

Nick Russo, Public Works Director, presented the Capital Improvement Project (CIP) 62605 Annual Pavement Maintenance Plan. The City is currently in year fourteen of its thirty-year pavement maintenance program. Projects this fiscal year include crack sealing, seal coating, and asphalt patching in select areas in residential neighborhoods. This year, Rancho El Mirage, Grand Village, and Sundial IV have been identified for pavement maintenance. Three estimates were received, and Public Works recommends M.R. Tanner as the lowest responsive bidder. Pricing and terms have been secured through the cooperative use of the City of Buckeye contract 202508. The estimated project completion is prior to June 2026.

Mayor Hermosillo moved to approve a contract with M.R. Tanner for FY26 pavement maintenance work for an amount not to exceed \$717,047.80 and authorize finance to make any necessary transfers, seconded by Councilmember Winston.

Motion passed (7/0)

6. CITY MANAGER'S COMMENTS & SUMMARY OF CURRENT EVENTS

The City Council may not act upon any matter in the City Manager's summary, but may have general comments or questions.

Serena Webbe, Marketing Specialist, presented the official newsletter for El Mirage, "El Mirage Connect." The format allows more depth in the dissemination of significant information to the community. This format addresses important priorities outlined in the city's current strategic plan. The goal is to foster a more connected and informed community by expanding outreach under community services to improve communication and coverage of city partnerships, available services, and community resources.

7. MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

Councilmember Eldridge attended the teen dating violence event and the firefighter cornhole charity event. He read to the students at Thompson Ranch Elementary.

Councilmember Gentry attended the firefighter event and the Music in the Park event.

Councilmember Norton-McDaniel toured the new Custom Mechanical Systems Cooling facility.

Councilmember Winston attended the firefighter cornhole charity event.

8. ADJOURNMENT- meeting adjourned at 7:35 p.m.

Alexis A. Hermosillo, Mayor

ATTEST:





Jill A. Boltz, City Clerk

I hereby certify the aforementioned minutes are a true and accurate record of the Regular El Mirage City Council Meeting held on Tuesday, March 3, 2026, and a quorum was present.



Jill A. Boltz, City Clerk



REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to adopt Resolution No. R26-04-05 amending the Bylaws of the El Mirage Youth Advisory Commission (EMYAC).	
MEETING DATE: 04/07/2026	AGENDA SECTION: Consent
SUBMITTED BY: Jill Boltz, City Clerk	DEPARTMENT: City Clerk

BACKGROUND:

Describe the benefit to the organization and/or community. Including youth who attend school within El Mirage's city limits provides an opportunity for additional community engagement, involvement, and inclusivity.

Describe how this item aligns with an operational need, city priority, or strategic goal. N/A

Describe the timing considerations for approval of this item. The City received an application from a Dysart High School student who lives outside the city. This amendment would allow the student to begin participating in EMYAC activities at the onset of the current program year with the other students.

Describe any anticipated impact this item might have on residents, businesses, or operations. The El Mirage Youth Advisory Commission is designed to engage students on issues that matter most to them and to the residents of El Mirage. Our youth are future mentors, leaders, and business owners of El Mirage.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. N/A

PREVIOUS RELATED COUNCIL ACTION

The El Mirage Youth Advisory Commission (EMYAC) Bylaws were adopted by Resolution No. R25-09-11.

PROPOSED MOTION:

I move to adopt Resolution No. R26-04-05, amending the El Mirage Youth Advisory Commission Bylaws, as presented.

ATTACHMENTS

R26-04-05 EMYAC Bylaws Amendment

RESOLUTION R26-04-05

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, MARICOPA COUNTY, ARIZONA, AMENDING THE EL MIRAGE YOUTH ADVISORY COMMISSION (EMYAC) BYLAWS

NOW, THEREFORE, be it resolved by the Mayor and Council of the City of El Mirage, Arizona, as follows:

Section 1. Resolution R25-09-11 established the City of El Mirage Youth Advisory Commission (EMYAC) and bylaws.

Section 2. The amended bylaws of the EMYAC attached hereto as Exhibit A and made a part hereof by this reference are hereby adopted.

PASSED AND ADOPTED by the Mayor and Council of the City of El Mirage, this 7th day of April 2026.

Alexis A. Hermosillo, Mayor

ATTEST:

APPROVED AS TO FORM:

Jill A. Boltz, City Clerk

Justin Pierce, City Attorney

EXHIBIT A TO RESOLUTION NO. R26-04-05

**BYLAWS OF THE CITY OF EL MIRAGE
YOUTH ADVISORY COMMISSION**

ARTICLE I: GENERAL PROVISIONS

Section 1. The name of this commission is the City of El Mirage Youth Advisory Commission (the "EMYAC").

Section 2. The known place of business of EMYAC is 10000 North El Mirage Road, El Mirage, Arizona 85335.

ARTICLE II: PURPOSE AND FUNCTIONS

Section 1. Purpose. EMYAC shall have the following purposes:

1. To provide a structure within local government to respond to the needs of children and youth residents of El Mirage; and
2. To serve as a voice for all children and youth residents of El Mirage by understanding, recognizing, and making recommendations to the city council on issues that promote a safe, healthy, and positive environment for child and youth development; and
3. To implement activities that promote a positive environment for youth and children; and
4. To recognize children and youth make significant contributions to the community.

Section 2. Functions. EMYAC shall have the following functions:

1. Act in an advisory capacity to the Mayor, City Council, and the City Manager, or designee, on matters pertaining to the child and youth population of the City of El Mirage, especially as it relates to municipal programs and projects; and
2. Assist in the planning of community services, education, and awareness programs and events for the teen residents of the city, and promote and stimulate interest and participation therein; and
3. Maintain a constructive working relationship with organizations working towards a better quality of life for children and youth; and
4. Design and participate in activities and programs intended to generate youth input; and
5. Identify the unmet needs of children and youth through personal contact with children, youth, school officials, youth providers, and others; and
6. Adopt annual work plans guiding the operation and activities of the EMYAC, subject to the approval of the City Council; and
7. Perform such other duties as may be prescribed by ordinance or resolution.

ARTICLE III: MEMBERSHIP AND OFFICERS

Section 1. Members. EMYAC membership shall consist of:

1. The EMYAC shall be composed of nine (9) high school-aged members (active incoming freshmen through seniors participating in any form of secondary education) and two (2) non-voting alternates who reside permanently or attend school within the boundaries of the City of El Mirage.
2. The members of the EMYAC shall be appointed by the Mayor or the Mayor's designee. Each EMYAC member must take and subscribe to the oath of office prior to the assumption of official duties.
3. All appointments to the EMYAC shall be for a period of one fiscal year (July 1-June 30), except as provided in this section. The appointment of the initial members of EMYAC hereunder shall serve for a period from initial appointment through the end of the following fiscal year (June 30).
4. Eligible members in good standing may apply to have their terms renewed by submitting a letter of interest in March of each year.
5. New members may be appointed to replace vacancies in the EMYAC for the remainder of the vacant term, with preference given to currently serving alternate members.
6. All members serve at the pleasure of the Mayor. The Mayor or the Mayor's designee may remove a member for inefficiency, neglect of duty, misconduct, or three unexcused or unexplained absences, and such action shall be final.
7. All members shall serve without pay, except that members may be reimbursed for actual expenses incurred in connection with their duties upon authorization or ratification by the EMYAC and in accordance with all City of El Mirage Finance Department policies.
8. The City of El Mirage Parks and Recreation Director, City Clerk, and/or additional employee designee will serve as staff liaison(s) to support the EMYAC.

Section 2. Officers. The following officers will serve one-year terms by a majority vote of the EMYAC members.

1. The Chairperson coordinates meeting agendas, facilitates the meetings, represents the EMYAC at community events, attends meetings, and communicates with the City Council as required.
2. The Vice Chair serves as Chairperson when the Chairperson is unable

to fulfill his or her duties, assists the Chairperson in all duties, coordinates special events, and communicates the status to the Chairperson.

3. The Secretary/Historian records issues discussed and completed at each meeting, distributes minutes and meeting announcements, works with City staff to ensure agendas are properly posted, and corresponds for the commission as needed. Additionally, this position shall be responsible for collecting (which shall include taking pictures at all events) and cataloging all pertinent information for the EMYAC. In the event this person cannot attend a function, he/she will appoint someone to take pictures at the event.
4. The Treasurer shall be responsible for maintaining EMYAC's financial records, reporting at all meetings, and ensuring the commission's compliance with all City of El Mirage Finance Department policies and procedures.

ARTICLE IV: MEETINGS AND RECORDS, CONDUCT OF BUSINESS AND RULES AND PROCEDURES

Section 1. Meetings and records. The EMYAC shall meet once a month or more often, if needed. All meetings shall be open to the public, and notices will be posted as provided by Arizona open meeting law and El Mirage City Code. Minutes shall be kept of all EMYAC meetings. The minutes shall include all issues considered and record the members' votes on each.

Section 2. Conduct of business. A majority of the youth members shall constitute a quorum. The affirmative vote of a majority of the youth members voting shall be required for passage of any matter before the EMYAC. A member may abstain from voting only upon declaration that they have a conflict of interest, in which case such member shall take no part in the deliberation of the matter.

Section 3. Rules and procedures. The EMYAC shall make and publish rules and procedures to govern its proceedings to provide for its meetings, subject to ratification by the City of El Mirage City Council. Additionally, the EMYAC will submit an annual work plan to the City Council with identified goals and objectives for each upcoming school year.



REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to request and accept funds, if awarded for the FY2027 Court Security Improvements Grant from the Administrative Office of the Courts for an approximate amount of \$45,000 to enhance and increase security measures in the court and authorize Finance to make the necessary budget transfers. (Grants/City Court)	
MEETING DATE: 04/07/2026	AGENDA SECTION: Consent
SUBMITTED BY: Martina Longoria, Grants Program Coordinator	DEPARTMENT: Administration

BACKGROUND:

Describe the benefit to the organization and/or community. The Court Security Improvement grant benefits both the organization and the community by providing the resources needed to strengthen safety, meet statewide security standards, and ensure a secure environment for everyone who enters the courthouse. The grant supports essential upgrades without placing additional strain on the court’s budget, enhances staff and judicial officer safety, and improves the court’s ability to operate efficiently and without disruption. Court security improvements create a safer and more welcoming courthouse experience, promote confidence in the justice system, and help ensure that court proceedings and services remain accessible, reliable, and uninterrupted.

Describe how this item aligns with an operational need, city priority, or strategic goal. The item aligns with an operational need because it directly supports the court’s ability to maintain a safe, efficient, and reliable working environment for staff and the public. Strengthening security infrastructure is essential to ensure daily operations proceed without disruption, protecting individuals entering the courthouse, and meeting the minimum standards required for effective court functioning.

Describe the timing considerations for approval of this item. The Court Security Improvements grant application must be submitted by April 10, 2026.

Describe any anticipated impact this item might have on residents, businesses, or operations. The anticipated impact of this item on residents, businesses, and court operations is positive, as it enhances overall safety and supports a more secure courthouse environment. Residents and visitors benefit from improved protection when accessing court services, while businesses that interact with the court experience fewer disruptions and more consistent operations. Internally, the upgrades strengthen the court’s ability to function efficiently and maintain a safe setting for staff and the public.

Provide statutory requirements, City Code provisions, or other legal mandates, if

applicable. The Arizona Supreme Court's Administrative Order 2017-15 mandates that all courts meet established minimum security standards. This order directs courts to implement specific security measures and maintain a safe environment for staff, visitors, and judicial proceedings.

RECOMMENDATION:

Approve a request and acceptance of grant funds, if awarded, from the Administrative Office of the Courts in an approximate amount of \$45,000 as funds for enhancing and increasing security measures in the court, and authorize Finance to make the necessary budget transfers.

PREVIOUS RELATED COUNCIL ACTION

The Court Security Improvements grant is offered annually by the Administrative Office of the Courts. Since 2022, with City Council authorization, the El Mirage City Court has applied for and successfully received over \$57,000 in grant funds to implement necessary security and safety improvements. The most recent Council action approving the submission of the Court Security grant application was on April 1, 2025.

PROPOSED MOTION:

I move to approve submitting an application to request funds and acceptance, if granted, from the Administrative Office of the Courts for FY2027 grant funds and authorize Finance to make the necessary budget transfers as presented.



REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to recommend Vice Mayor Jacque Parsons to serve as the primary committee member and Councilmember Ryan Eldridge to serve as the alternate committee member on the Community Development Advisory Committee (CDAC) for the FY2026-FY2028 term. (Mayor & Council)	
MEETING DATE: 04/07/2026	AGENDA SECTION: Consent
SUBMITTED BY: Martina Longoria, Grants Program Coordinator	DEPARTMENT: Administration

BACKGROUND:

Members of the Community Development Advisory Committee (CDAC) are appointed by the Maricopa County Board of Supervisors to provide recommendations for Community Development Block Grant (CDBG) project funding and perform oversight of the Maricopa County CDBG Program. The CDAC also serves an important role in providing citizen participation mandated by the U.S. Department of Housing and Urban Development (HUD). The governing body of each participating municipality in the Maricopa Urban County may choose two elected officials, a primary and an alternate, for consideration and service on the committee. CDAC appointments must be made by July for the two-year term.

RECOMMENDATION:

Approve the recommendation for Vice Mayor Jacque Parson to serve as the primary committee member and Councilmember Ryan Eldridge to serve as the alternate committee member on the CDAC for the FY2026-FY2028 term.

PREVIOUS RELATED COUNCIL ACTION

On July 1, 2025, the City Council approved the recommendation of Vice Mayor Jacque Parson to serve as the primary committee member and Councilmember Ryan Eldridge to serve as the alternate committee member on the CDAC for the remainder of the FY2024-FY2026 term.

PROPOSED MOTION:

I move to approve the CDAC appointments as presented.



REQUEST FOR COUNCIL ACTION

<p>SUBJECT: Consideration and action to request and accept funds, if awarded, for a FY2027 Festival Grant from the Arizona Commission on the Arts for up to \$5,000 to support the FY2027 events celebrating the City of El Mirage's 75th Anniversary, and authorize Finance to make the necessary budget transfers. (Admin/Grants)</p>	
<p>MEETING DATE: 04/07/2026</p>	<p>AGENDA SECTION: Consent</p>
<p>SUBMITTED BY: Martina Longoria, Grants Program Coordinator</p>	<p>DEPARTMENT: Administration</p>

BACKGROUND:

Describe the benefit to the organization and/or community. If awarded, grant funds from the Arizona Commission on the Arts will supplement expenses for the three-day Fall Fiesta scheduled to take place October 22-24, 2026, celebrating the City of El Mirage’s 75th Anniversary.

Describe how this item aligns with an operational need, city priority, or strategic goal. Applying for this grant aligns with the City’s priority to foster a more connected and engaged community by expanding outreach and hosting inclusive events, strengthening community bonds, and expanding cultural opportunities to celebrate El Mirage’s ‘Grand Heritage, Bright Future!’

Describe the timing considerations for approval of this item. The deadline to submit the grant application to the Arizona Commission on the Arts is April 16, 2026.

Describe any anticipated impact this item might have on residents, businesses, or operations. If awarded, the grant will have a positive impact on City operations by supplementing expenses for the City of El Mirage’s 75th Anniversary events.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. Not applicable.

RECOMMENDATION:

Approve a request and acceptance of grant funds, if awarded, from the Arizona Commission on the Arts in an amount of up to \$5,000 as funds to support the FY2027 events celebrating the City of El Mirage's 75th Anniversary, and authorize Finance to make the necessary budget transfers.

PREVIOUS RELATED COUNCIL ACTION

On April 2, 2024, the El Mirage City Council approved the request to submit a Festival Grant application to the Arizona Commission on the Arts.

PROPOSED MOTION:

I move to approve the submittal of a Festival Grant application to the Arizona Commission on the Arts for FY2027 and, if awarded, accept the grant funds and authorize the necessary budget transfers as presented.



REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to approve the FY2027 amendment to the intergovernmental agreement (IGA) with the Regional Public Transportation Authority (RPTA) for ADA paratransit services.

MEETING DATE: 04/07/2026

AGENDA SECTION: Consent

SUBMITTED BY: Regan Jepson,
Community Partnership
Administrator

DEPARTMENT: Community Services

BACKGROUND:

Describe the benefit to the organization and/or community: The intergovernmental agreement (IGA) between the City of El Mirage and the Regional Public Transportation Authority (RPTA), known as Valley Metro, ensures ADA-certified residents have access to complementary paratransit services when fixed-route transit is not accessible. ADA paratransit provides demand-responsive transportation for individuals with disabilities, allowing eligible residents to request trips for any purpose.

Valley Metro delivers this service regionally on behalf of the City, ensuring coordinated and consistent service delivery. The proposed amendment updates the Public Transportation Funds (PTF) allocation for FY2027 and extends the agreement term, ensuring continued service availability.

Describe how this item aligns with an operational need, city priority, or strategic goal: This agreement supports the City’s operational need to provide accessible transportation options for eligible residents and aligns with Council priorities to enhance mobility, accessibility, and community well-being. It also supports strategic goals related to expanding access to essential services and maintaining regional partnerships that deliver efficient service.

Describe the timing considerations for approval of this item: The current agreement expires June 30, 2026. Approval of this amendment ensures continuity of ADA paratransit services effective July 1, 2026, and aligns with the FY2027 service period.

Describe any anticipated impact this item might have on residents, businesses, or operations: Approval of the amendment maintains access to ADA paratransit services for eligible residents, supporting independence and access to essential services. Riders pay a set fare, with the remaining service costs funded through PTF. The City’s direct contribution is \$0, with total program costs subject to available PTF funding and year-end reconciliation based on actual service usage.

Provide statutory requirements, City Code provisions, or other legal mandates, if

applicable: Federal ADA requirements mandate the provision of complementary paratransit services for eligible individuals within $\frac{3}{4}$ mile of fixed-route transit service areas. As a member of the Regional Public Transportation Authority (RPTA), the City participates in regional transit services and follows policies established by the RPTA Board of Directors for bus and paratransit operations.

RECOMMENDATION:

Staff recommends approval of the FY2027 amendment to the intergovernmental agreement with the Regional Public Transportation Authority (RPTA) to continue ADA paratransit services.

PREVIOUS RELATED COUNCIL ACTION:

The City of El Mirage entered into the original intergovernmental agreement with the Regional Public Transportation Authority on July 1, 2020, and has approved annual amendments to continue ADA paratransit services.

PROPOSED MOTION:

I move to approve the FY2027 amendment to the intergovernmental agreement with the Regional Public Transportation Authority for ADA paratransit services.

BUDGETED: Yes

CIP: No

MULTI-YEAR: No

Fiscal Impact

AMOUNT REQUESTED: 0.00

FISCAL YEAR: 2027

ACCOUNT NUMBER: 141-5-3581-311

ACCOUNT NAME: LTAF/Dial-A-Ride

ATTACHMENTS

El Mirage and RPTA Transit Services Amendment for Regional ADA Paratransit Services 2026-2027

TRANSIT SERVICES AMENDMENT
BETWEEN
THE CITY OF EL MIRAGE
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT # 121-75-2027-06-00

THIS AMENDMENT dated this 1st day of July 2026, amends the following items of the Transit Services Agreement Contract #121-75-2026 entered into between the City of El Mirage and the Regional Public Transportation Authority, dated the 1st day of July 2020, as amended July 1, 2021, July 1, 2022, July 1, 2023, July 1, 2024, and July 1, 2025. (referred to as “Agreement”)

The following Schedules replace and supersede those Schedules of the Agreement entered into July 1, 2025.

The attached Schedule C replaces and supersedes Schedule C entered into July 1, 2025.

The attached Schedule E replaces and supersedes Schedule E entered into July 1, 2025.

All other terms of the Parties Transit Services Agreements remain unchanged and in full force and effect.

[Signatures On Following Page]

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____

Jessica Mefford-Miller, Chief Executive Officer

APPROVED AS TO FORM:

By _____

Michael Wawro, Chief Legal Officer

CITY OF EL MIRAGE

By: _____

Alexis A. Hermosillo, Mayor

By: _____

Jill A. Boltz, City Clerk

APPROVED AS TO FORM:

By: _____

Justin S. Pierce, City Attorney

SCHEDULE “C” – PARATRANSIT SERVICE, FINANCIAL INFORMATION, AND SERVICES COST ESTIMATE

For the period from July 1, 2026 through June 30, 2027, Member will pay RPTA a total of **\$0.00** for the provision of paratransit services. This payment will be broken into quarterly installments of **\$0.00**, which shall be due and payable within thirty (30) calendar days of the receipt of an invoice from RPTA. IGA billings will be processed for the full fiscal year based on the above referenced installments. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

**FY27 Paratransit Service
Funded by City of El Mirage**

	<u>Paratransit</u>
Trips	
Paratransit ADA Trips	286
Paratransit Non-ADA Trips	-
<hr/> Total	<hr/> 286
 Cost:	
Contractor Transportation Cost	\$23,753
RPTA Salaries, Fringes & OHD	\$1,924
<hr/> Total Gross Program Cost	<hr/> \$25,677
 Total Fare Revenue	(\$1,126)
<hr/> Total Net Program Cost Before PTF	<hr/> \$24,550
 Cost for ADA Service	\$24,550
Cost for Non-ADA Service	\$0
 PTF Applied	\$24,550
 Member City Contributions:	
Paratransit Service	\$0
<hr/> Total Member City Contribution	<hr/> \$0

**SCHEDULE “E” – AMERICANS WITH DISABILITIES ACT (ADA)
PUBLIC TRANSPORTATION FUNDS (PTF) AVAILABILITY**

For the period July 1, 2026 to June 30, 2027 the estimated amount of Public Transportation Funds (“PTF”) available to Member is **\$24,550.00**. This amount is only applicable to ADA. The ADA PTF will pay actual costs for ADA trips for paratransit service made by ADA certified Riders up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any additional ADA certified rider eligible expenses incurred directly by Member and certified by Member’s Chief Financial Officer or designee may be reimbursed by RPTA with ADA PTF. RPTA will reimburse Member within thirty (30) business days based upon availability of funds. Member may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **\$24,550.00**



REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to approve the West Valley Mobile Field Force Response Team (MFFRT) Intergovernmental Agreement (IGA) with an expiration date of July 1, 2031.

MEETING DATE: 04/07/2026

AGENDA SECTION: Consent

SUBMITTED BY: Amy Bytnar, Fiscal Services Specialist, Sr.

DEPARTMENT: Police

BACKGROUND:

Describe the benefit to the organization and/or community. The primary benefit of the West Valley Mobile Field Force Response Team (MFFRT) is the pooling of regional resources. Smaller departments like El Mirage may not have the manpower to manage a large-scale civil unrest event on their own.

Describe how this item aligns with an operational need, city priority, or strategic goal. This team aligns with several core law enforcement priorities: **Public Safety Excellence:** Directly supports the goal of protecting life and property during "unusual occurrences" or natural disasters. **Regional Collaboration:** Aligns with the strategic objective of leveraging Intergovernmental Agreements to enhance local capabilities without significantly increasing permanent headcount. **Operational Readiness:** Regular training ensures officers are prepared for high-liability situations, reducing the risk of injuries to both officers and the public.

Describe the timing considerations for approval of this item. **Training Windows:** Because this is a multi-agency team, approval for deployment or large-scale training must be synchronized with the schedules of all participating West Valley agencies. **Event-Based Activation:** In cases of spontaneous civil unrest, "approval" for activation is typically delegated to the Police Chief or a Shift Commander through pre-existing mutual aid protocols.

Describe any anticipated impact this item might have on residents, businesses, or operations. **Residents:** May experience temporary traffic diversions or a high-visibility police presence during activations. The team's goal is to minimize the "scope, intensity, and duration" of disturbances to keep neighborhoods safe. **Businesses:** The MFFRT provides protection for private property and critical infrastructure, preventing looting or vandalism during periods of unrest. **Operations:** For the department, MFF activation means a temporary shift in manpower. To mitigate this, departments often use "arrest teams" so the field force remains at full strength while a separate group processes arrestees.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. The MFFRT operates under a strict legal framework: [ARS §13-411](#): Justification for the use of force in crime prevention and the protection of

occupied structures. [ARS §13-410](#): Statutory guidelines for the use of force by law enforcement officers. **Constitutional Mandates:** All operations must balance public order with the First Amendment right to peaceful assembly and the Fourth Amendment protection against unreasonable seizure (arrest). AZ POST Standards: Officers must maintain annual certification in firearms and tactical proficiency as mandated by the Arizona Peace Officer Standards and Training Board.

RECOMMENDATION:

Approve the West Valley Mobile Field Force Response Team (MFFRT) Intergovernmental Agreement (IGA) with an expiration date of July 1, 2031.

PREVIOUS RELATED COUNCIL ACTION

On 6/15/2021, Council approved the previous MFFRT IGA which has an expiration date of July 1st, 2026.

PROPOSED MOTION:

I move to approve the West Valley Mobile Field Force Response Team (MFFRT) Intergovernmental Agreement (IGA) as presented.

ATTACHMENTS

IGA

**INTERGOVERNMENTAL AGREEMENT
FOR PARTICIPATION IN THE
WEST VALLEY MOBILE FIELD FORCE RESPONSE TEAM**

This Intergovernmental Agreement ("Agreement" or "IGA") is entered into by and between the municipal corporations of the City of Avondale, the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Surprise, the City of Tolleson, and the Town of Wickenburg, for and on behalf of their respective police departments or law enforcement agencies. Throughout this IGA the municipal corporations listed may be referred to as a "Party" and may be referred collectively as "Parties". The law enforcement agency of the Parties will be referred to as "Agency" or "Agencies".

I. RECITALS

WHEREAS, the Parties are authorized and empowered by A.R.S. Sections 11-951 *et. seq.* and A.R.S. Section 13-3872, and in some instances by city charter provision, to enter into agreements for the joint exercise of governmental powers and law enforcement mutual aid; and

WHEREAS, agreements for mutual assistance and intergovernmental cooperation in public safety areas have existed between municipalities and governmental jurisdictions; and

WHEREAS, it is the desire of the Parties and Agencies to work together for mutual benefit of the public; and

WHEREAS, it is the desire of the Parties and Agencies to work together and coordinate response to incidents of civil disturbance, public demonstrations, volatile situations of large or intermediate scale, or any event involving large crowds; and

WHEREAS, the locations of each Party's jurisdiction and their proximity to each other makes it advantageous to enter into this IGA in order to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity.

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

For purposes of this IGA, the Agencies of the aforementioned Parties shall hereinafter be known collectively as the West Valley Mobile Field Force Response Team (MFFRT). Each West Valley MFFRT agency shall provide a copy of its fully executed IGA to every other member agency. If any Native American Tribal Government becomes a party to this IGA and requests MFFRT assistance, all assisting MFFRT team members shall be granted tribal

peace officer authority for the duration of the MFFAT activation within the applicable tribal jurisdiction.

II. PURPOSE

The purpose of this Agreement is to create the West Valley Mobile Field Force Response Team ("MFFRT"). The primary goal of the MFFRT is to provide a pool of specialized officers available, upon request, to assist in responding to volatile situations, incidents of civil disturbance, public demonstrations or events involving large crowds.

III. ACTIVATION, PROCEDURES AND RESOURCES

Each Agency director shall appoint a MFFRT Leader ("Leader") as well as an Alternate for that Agency who shall be no less than the rank of commander or equivalent, and no less than four (4) sworn officers to be MFFRT Members ("Members"). Each Leader shall be responsible for all training, coordination and deployment of members from the same Agency, as well as coordination of training and deployment with each other Agency. Leaders are also responsible for mediating any disagreements between the Agencies during a MFFRT deployment. Each Agency shall notify every other Agency of the name and contact information of that Agency's Leader and Alternate, as well as when that designation or information changes.

Any Agency to the Agreement may request activation or deployment of MFFRT. It shall be the responsibility of the Agency requesting activation to contact assigned Leaders via the law enforcement communications center of each Agency.

The Agency that has jurisdiction over the incident or investigation will remain as the lead agency for the duration of a particular MFFRT deployment with support from MFFRT agencies.

Each Agency, if resources are available, shall make at least one sworn law enforcement officer available along with supporting equipment such as vehicles in support of any MFFRT deployment. In the event a MFFRT Member is not available or as the situation dictates, an MFFRT agency may provide other sworn officers not designated as MFFRT Members in support of a MFFRT deployment.

Each Agency shall have the sole discretion to determine how many or how long any of its personnel or resources shall be assigned in support of a MFFRT deployment.

IV. COSTS AND ANY REIMBURSEMENT

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies to include but are not limited to employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the West Valley

Mobile Field Force Response Team, some or all of these expenses may be reimbursed to the Parties. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

V. NONDISCRIMINATION

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

VI. INDEMNIFICATION

Each Party (as "indemnitor") agrees to defend, indemnify, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

VII. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court unless the subject matter of the dispute involves an Indian Community, then venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

VIII. EFFECTIVE DATE, DURATION AND CANCELLATION OF AGREEMENT

This Agreement shall become effective upon execution by the Parties hereto and shall remain in effect until July 1, 2031, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so. Any Party may withdraw from this Agreement with or without cause by giving thirty (30) calendar days written notice to the other Parties to the Agreement.

IX. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

X. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart except that on a counterpart being brought forward by a Party to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

XI. WORKERS' COMPENSATION

Pursuant to A.R.S. §23-1022(0), for the purposes of workers compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The parent agency shall be solely liable for payment of worker's compensation benefits. In addition, any volunteer of a Party that is involved in the execution of training, events or activities pursuant to this Agreement shall be considered an employee of that Party pursuant to A.R.S. §23-901.06 and entitled to benefits pursuant to A.R.S. Title 23, Chapter 6 Worker's Compensation.

XII. OTHER PROVISIONS

In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

Each party agrees to comply with A.R.S. 35-393 et seq. if applicable.

Nothing within this Agreement shall be construed to limit the ability of participating MFFRT members to provide or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an

incident, crime or matter under consideration.

The Parties expressly agree that this IGA is neither intended by any of its provisions to create any right of the public or any member thereof as a third-party beneficiary, nor authorize anyone not a Party to this IGA to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this IGA.

Neither this IGA, nor any of its rights and obligations, may be transferred or assigned by any Party, without the consent of all Parties.

No term or provision in this IGA is intended to create a partnership, joint venture or agency arrangement between the Parties.

XIII. COMPLIANCE WITH E-VERIFY PROGRAM

To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

All of the Parties retain the legal right to inspect the documentation of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

XIV. NOTICES

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. The West Valley MFFRT Leaders shall compile a list of each Party's contact person, address, and phone number and distribute said list to each member to this Agreement.

IN WITNESS WHEREOF, the Party named below has executed this Agreement on this _____ day of _____, 2026.

CITY OF EL MIRAGE, an Arizona municipal corporation

By: _____

J. Crystal Dyches
City Manager

ATTEST:

Jill Boltz
City Clerk

APPROVED AS TO FORM:

Justin Pierce
City Attorney

Reviewed By:

Paul Marzocca
Chief of Police

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

By: _____
Justin Pierce
City Attorney

Date: _____



REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to approve purchase of annual hosting services from Itron in the amount of \$30,494.18 for remote meter system. (Public Works)	
MEETING DATE: 04/07/2026	AGENDA SECTION: Consent
SUBMITTED BY: Nick Russo, Public Works Director	DEPARTMENT: Public Works

BACKGROUND:

The current automated meter infrastructure for the City uses Itron for hosting of remote reading data for El Mirage meters. Hosting services through Itron enable the Utility Billing Division to import meter reading information without accessing the meters in the field. Currently, the system provides meter data for between 6,000 and 7,000 meters per month. Without Itron, these meters would have to be manually read each month. The City does not have the capacity to manually read this amount of meters each month. The procurement for this item is per City Code 30.23 Sole Source, as Itron is the proprietary provider of the hosting service for the City's automated meter infrastructure. This is a planned system expense, and funds exist in the water budget to cover this purchase.

Describe the benefit to the organization and/or community. Payment for this service enables the City's current remote meter system to provide readings to the City's Customer Service department.

Describe how this item aligns with an operational need, city priority, or strategic goal. This item aligns with the strategic goal of infrastructure management.

Describe the timing considerations for approval of this item. Approval of this purchase will allow the City to remotely receive readings from the meter system through February 2027.

Describe any anticipated impact this item might have on residents, businesses, or operations. N/A

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. Payment per sole-source procurement, City Code 30.23.

RECOMMENDATION:

Recommend to approve purchase of annual hosting services from Itron in the amount of \$30,494.18 for remote meter system.

PROPOSED MOTION:

I move to approve the purchase from Itron as presented.

BUDGETED: Yes

CIP: No

MULTI-YEAR: No

Fiscal Impact

AMOUNT REQUESTED: \$30,494.18

FISCAL YEAR: FY26

ACCOUNT NUMBER: 511-5-7116-331

ACCOUNT NAME: Computer software maintenance

ATTACHMENTS

Itron Invoice 726963



INVOICE

(800) 635-5461
www.itron.com

Invoice Number	726963 ✓
Invoice Date	09-FEB-26 ✓
Customer Number	37390
Itron Contract No.	SC00006542

Terms and Conditions:

Absent a written agreement between us to the contrary, the purchase of goods or services described herein is governed by the terms of sale at www.itron.com/termsofsale. Receipt of this document, without written objection within 7 days, constitutes acceptance of these terms.

TO: City of El Mirage Attn: Fenis Rodriguez 10000 N. El Mirage Road El Mirage, AZ 85335 United States	SHIP TO: City of El Mirage 10000 N. El Mirage Road El Mirage, AZ 85335 United States
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Terms Net 30	Customer PO	Contract Term - FROM 01-MAR-26	Contract Term - TO 28-FEB-27
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Billing Period From: 01-MAR-26 To :28-FEB-27

Hosting Services

Product Description	Quantity	Taxable Amt	Ext. Amount
NS100 HOSTED SVCS Up to 12,000 ERT's	1	27,899.52	27,899.52
Serial Number	Start Date	End Date	Amt
	01-MAR-26	28-FEB-27	27,899.52
			Sub Qty
			2

Hosting Services Subtotal:

27,899.52

Banking Information: Please Include Your Invoice Number On Check.

Wire payment to:
Itron, Inc.
Wells Fargo Bank
420 Montgomery Street
San Francisco, CA 94105
ABA # 121000248
ACCOUNT # 4375688983

Remit-to:
Itron, Inc.
P.O. Box 200209
Dallas, TX 75320-0209

Subtotal Amount	27,899.52
Tax Amount	2,594.66 ✓
Total Amount	30,494.18 ✓
Currency	USD

PRINT NAME Fenis Rodriguez
INT FR DATE 2/19/2026
PURPOSE / USE Itron hosting fee
ACCT CODE 511-5-7116-331



REQUEST FOR COUNCIL ACTION

SUBJECT: Oath of Office for newly appointed El Mirage Youth Advisory Commission Members. (Mayor)	
MEETING DATE: 04/07/2026	AGENDA SECTION: Regular
SUBMITTED BY: Jill Boltz, City Clerk	DEPARTMENT: City Clerk

BACKGROUND:

Oaths of Office will be administered to El Mirage Youth Advisory Commission members:

- Tyler Bomba, Sophomore at Dysart High School
- Jesus Garcia-Perez, Junior at Ombudsman High School
- Lyndon Julun, Sophomore at Valley Vista High School
- Cindy Le, Freshman at Dysart High School
- Risi Pena, Junior at Dysart High School
- Carmen Perez-Chavez, Freshman at Dysart High School
- Christian Ponce, Freshman at ThrivePoint High School
- Gabrielle Rivero, Junior at Arizona Agricultural Equine Center - Estrella Mountain
- Brennan Torres Campbell, Freshman at Dysart High School

PREVIOUS RELATED COUNCIL ACTION

The El Mirage Youth Advisory Commission was created and approved on September 16, 2025, by Resolution R25-09-11.



REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to approve the use of CORE Construction to complete Capital Improvement Project (CIP) 62009 at El Mirage City Court in an amount not to exceed \$735,999, and to authorize Finance to make any necessary budget transfers. (City Court)

MEETING DATE: 04/07/2026

AGENDA SECTION: Regular

SUBMITTED BY: Cristina Fuentes, Court Administrator

DEPARTMENT: City Court

BACKGROUND:

In 2019, the prior presiding judge and court administration obtained Council approval of Capital Improvement Project (CIP) 62009 to complete essential security modifications required by the Arizona Supreme Court’s regulatory body, Administrative Office of the Courts (AOC). These improvements were necessary to bring the facility into compliance with statewide court security standards.

In late 2022, the court paused any CIP work to allow the El Mirage City Council and the residents of the City of El Mirage to provide direction regarding court facilities. Consequently, the project was temporarily put on hold to ensure it aligned with the City’s broader planning efforts and the bond consideration.

By 2024, the court had completed many security upgrades funded by grants, fulfilling many core safety components originally outlined in the CIP. With many security components completed, the court identified additional facility needs that were not addressed in the original CIP project scope. The court therefore requested Council approval to amend the scope of CIP 62009 to include broader facility improvements, technology enhancements, flooring replacement, updated lighting, interior painting, office furniture modifications, and supplemental security measures to support a safe, flexible, functional, and modern court environment.

In 2025, the court initiated a collaborative process with the Public Works Department to evaluate project needs, refine the expanded scope, and develop a coordinated implementation plan. The team met with multiple vendors to review the project and obtained three quotes for the work. Upon evaluation of the quotes, CORE Construction is recommended as the lowest bidder on this project. Pricing and terms for the project are secured through cooperative use of the Paradise Valley Unified School District contract 23-15PV-04.

Describe the benefit to the organization and/or community.
Modernizing the court facility enhances security, privacy, safety, accessibility, and efficiency for court users, visitors, and court staff. The proposed

modifications create a more functional, adaptable, and professional environment that supports high-quality public service and ensures the court can meet current and future operational demands. Facility modifications give the court flexibility on how areas within the court can be used. Establishing a designated area for preparing and verifying the daily deposit will enhance the court's operational integrity. A dedicated workspace supports the implementation of industry best practices, ensures compliance with Minimum Accounting Standards, and aligns with the Arizona Code of Judicial Administration. This improvement will also help reduce customer wait times. At present, daily deposits are prepared in the court's file room, preventing staff from accessing case files until verification is complete. Relocating this function to its own designated area removes this bottleneck, enabling staff to retrieve files promptly and continue assisting customers without interruption. The creation of a designated space for in-custody and remote hearings will continue to reduce costs and risks associated with prisoner transports. The addition of a secure and private area to conduct protective order proceedings will allow court users to more freely present supporting evidence for requests involving sensitive sexual/physical abuse and dysfunctional family allegations. If needed to uphold the integrity of witness testimony, having a secure area away from the lobby and the courtroom will give court users the confidence that testimony given during trials and hearings is not compromised, biased, or influenced due to a witness/party overhearing other testimony. A designated private space for attorneys, defendants, and victims to meet will assist in protecting attorney-client privilege and victim rights. Moreover, having multiple ways for security services members, external stakeholders, and city personnel to have access to the staff area of the court, without having to go through the courtroom, will allow court proceedings to be more orderly and freer from distractions. Noise abatement will facilitate and improve court presentations and mitigate misunderstandings. Placing air conditioning ventilation in a modified closet that the prosecutor uses to meet with court users will provide a more comfortable and private environment for necessary meetings with defendants, attorneys, and victims. In addition, having a large multipurpose room will allow court users to have access to a sheltered, climate-controlled environment during peak demand times and prevent court users from queuing out of the court. For the community, a well-maintained, thoughtfully designed, and secure courthouse promotes trust in local government, supports access to justice, and provides a safe and welcoming space for residents who rely on court services.

Describe how this item aligns with an operational need, city priority, or strategic goal.

This item aligns with an operational need by ensuring the court facility remains safe, adaptable, functional, and able to support daily operations. The planned improvements address limitations of design, aging infrastructure, outdated technology, and interior conditions that no longer meet the demands of current use and a modern court environment. With these modifications, the court will further strengthen ADA compliance in public areas, empowering all and enhancing accessibility for all users. Updating these elements strengthens the facility's flexibility of use and the court's ability to provide efficient services, maintain compliance with federal and statewide standards, and support staff in carrying out essential duties.

Describe the timing considerations for approval of this item.

The timing of this approval is important because it enables the project to move forward in step with the planning and coordination efforts currently underway with the Public Works Department. Moving forward now improves the court users' experience, providing the court with greater flexibility, increasing security, safety, and preventing further deterioration of aging building components, which could lead to higher costs or operational disruptions if delayed.

Describe any anticipated impact this item might have on residents, businesses, or operations.

This item is expected to have a positive effect on court users, residents, businesses, and overall operations. Court users and residents will experience a more secure, safe, adaptable, accessible, and efficient court environment once the improvements are complete. Businesses, external shareholders, and partner agencies that interact with the court will benefit from greater facility flexibility, smoother processes, and a more modern and welcoming court. Operationally, the proposed modifications will reduce disruptions caused by the current design, aging infrastructure, and support more consistent service delivery. While minor, temporary inconveniences may occur during construction, the long-term outcome will significantly improve the court facility, thereby increasing the quality and reliability of court services.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable.

The proposed improvements support compliance with statewide standards issued by the Arizona Supreme Court and the Administrative Office of the Courts, which outline expectations for safety, security, accessibility, and facility conditions. With the planned modifications, the court will further strengthen ADA requirements in public areas, ensuring the facility is accessible and compliant with federal accessibility laws. A designated area for preparing and verifying daily deposits supports the implementation of industry best practices, ensures compliance with Minimum Accounting Standards, and aligns with the Arizona Code of Judicial Administration. In addition, the modifications will allow the court to more easily comply with privacy requirements involving attorney-client privilege, victim rights, and legal authority contained in the Arizona Rules of Criminal Procedure, Arizona Rules of Protective Order Procedure, and evidentiary rules of witness exclusion related to courtroom testimony.

RECOMMENDATION:

Approve the use of CORE Construction to complete Capital Improvement Project (CIP) 62009 at the El Mirage City Court in an amount not to exceed \$735,999 and to authorize Finance to make any necessary budget transfers.

PREVIOUS RELATED COUNCIL ACTION:

In 2019, the prior presiding judge and court administration obtained Council approval of Capital Improvement Project (CIP) 62009 to complete essential security upgrades required by the Administrative Office of the Courts (AOC). In 2024, Council approved the amendment of CIP 62009 project's scope to include a series of interior facility improvements aimed at enhancing the court's overall functionality and condition.

PROPOSED MOTION:

I move to approve the purchase from CORE Construction, as presented.

BUDGETED: Yes

CIP: Yes

CIP/Activity: 62009

MULTI-YEAR: No

Fiscal Impact

AMOUNT REQUESTED: \$495,999.00

FISCAL YEAR: FY2027

ACCOUNT NUMBER: 121-5-2251-656

ACCOUNT NAME: Buildings and Improvements

AMOUNT REQUESTED: \$240,000.00

FISCAL YEAR: FY2027

ACCOUNT NUMBER: 111-5-1583-656

ACCOUNT NAME: Buildings and Improvements

ATTACHMENTS

Proposal - CORE Construction

Cooperative Agreement

Cooperative Agreement - Extension

CIP 62009 - Court Remodel



CofEM - Courthouse Remodel

ROM PROPOSAL

City of El Mirage
March 06, 2026

- 1.) Cover Sheet
- 2.) Cost Summary
- 3.) Basis of Estimate
- 4.) Takeoffs



13835 N. Northsight Blvd.
Suite #100
Scottsdale, AZ 85260
P: 602-494-0800

March 06, 2026

VIA ELECTRONIC MAIL

Marc Johnson
City of El Mirage
1 GPA - #23-15PV-04
10000 N. El Mirage Road
El Mirage, AZ 85335

RE: ROM Estimate | 25-04-051 City of El Mirage – Courthouse Remodel

Dear Marc,

We appreciate the opportunity to present this ROM estimate deliverable document. In our analysis of exploring the existing conditions and incorporating our understanding of the City of El Mirage needs/desires we have put together the following Proposal Estimate which is aligned with our CORE Culture. We are genuinely excited to be contributing to your project's success.

Team & Trust

At the heart of our approach is the belief in the power of collaboration. We aim to leverage the collective strengths of the Project Team, which includes the City of El Mirage and CORE. By working together, we are confident in our ability to provide creative best-value-based solutions and fulfill the need for improvements for the City of El Mirage.

CORE Values - Integrity, Fairness, Continuous Improvement & Results

Our commitment to the values of integrity, fairness, continuous improvement, and delivering results drives our dedication to this project. We recognize that there are tangible solutions available to enhance cost efficiency and achieve the results the City of El Mirage seeks.

The Client Decides

Our ultimate goal is to empower the City of El Mirage with the information needed to make informed decisions regarding your project's scope and budget. We will continue to provide you with comprehensive data and insights, ensuring that you have the necessary tools to navigate the project's direction successfully.

We look forward to continuing to serve the City of El Mirage and to our continued collaboration as a team to make this project a reality. Thank you for this opportunity, and please do not hesitate to contact me directly via email or phone 928-308-8586 with any questions or comments.

Respectfully submitted,

A handwritten signature in blue ink that reads "Alissa Meneou".

Alissa Meneou
CORE Construction



Cost Summary



CofEM - Courthouse Remodel

JOC - 03.06.2026

CORE PROJECT NUMBER: 25-04-051

LOCATION: El Mirage, AZ

ARCHITECT: N/A

PROCUREMENT: 1 GPA - #23-15PV-04

DURATION(mnths): 3

WARRANTY(yrs): 2

SQUARE FOOTAGE: 3,320

#	Description	Base Price
GENERAL REQUIREMENTS		\$4,854
FC	Final Clean	\$4,854
DEMOLITION/ OFF-SITE INFRASTRUCTURE		\$22,790
1	Demolition	\$22,790
SITE WORK (ROUGH)		\$0
SITE WORK (FINISH)		\$0
STRUCTURE		\$21,563
27	Building Concrete	\$5,798
28	Structural Masonry	\$14,265
33	Rough Carpentry	\$1,500
ENCLOSURE		\$68,808
38	Insulation	\$1,828
40	Glass & Glazing	\$57,180
43	Exterior Wall Systems (Stucco / EIFS)	\$9,000
47	Membrane Roofing	\$800
INTERIOR FINISHES		\$185,412
55	Finished Carpentry & Millwork	\$29,852
56	HM Frames, Doors, & Hardware	\$73,460
59	Metal Studs & Drywall Package	\$22,265
61	Painting	\$17,576
62	Acoustical Ceilings & Wall Panels	\$2,500
64	Tile Package	\$8,748
65	Flooring Package	\$31,011
SPECIALTIES		\$3,336
75	Toilet Partitions & Accessories	\$3,336
EQUIPMENT		\$0
MEP SYSTEMS		\$134,515
98	Plumbing Systems	\$35,990
99	HVAC Systems	\$22,550
101	Test & Balance	\$1,500
102	Electrical Systems	\$71,775
103	Fire Alarm Systems	\$2,700
SPECIAL SYSTEMS		\$6,750
109	Structured Cabling Systems	\$6,750
CONTINGENCIES & ALLOWANCES		\$27,440
4.0%	Construction Contingency	\$27,440
GENERAL CONDITIONS		\$90,012

BREAKOUTS	
BO 01 - Back Office Spaces	BO 02 - Courtroom & Lobby
\$2,822	\$2,032
\$2,822	\$2,032
\$12,409	\$10,381
\$12,409	\$10,381
\$0	\$0
\$0	\$0
\$20,118	\$1,445
\$5,798	\$0
\$13,570	\$695
\$750	\$750
\$62,208	\$6,600
\$1,678	\$150
\$51,480	\$5,700
\$8,250	\$750
\$800	\$0
\$81,996	\$103,416
\$11,986	\$17,866
\$15,200	\$58,260
\$18,046	\$4,219
\$10,893	\$6,684
\$2,500	\$0
\$4,604	\$4,145
\$18,769	\$12,242
\$1,770	\$1,566
\$1,770	\$1,566
\$0	\$0
\$82,655	\$51,860
\$20,530	\$15,460
\$14,300	\$8,250
\$750	\$750
\$45,575	\$26,200
\$1,500	\$1,200
\$5,500	\$1,250
\$5,500	\$1,250
\$16,505	\$10,935
\$16,505	\$10,935
\$54,140	\$35,872

Subtotal	\$565,478
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\$340,123	\$225,356
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Subtotal (with GC's & Insurance)	\$603,714
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\$363,121	\$240,593
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Subtotal (with GC's, Insurance, & Tax)	\$642,819
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\$386,641	\$256,177
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Subtotal (GC's, Insurance, Tax, & Fee)	\$685,999
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\$412,613	\$273,386
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Estimate Amount	
Estimate Total	\$685,999
Owner Contingency	\$50,000
Estimate Total	\$735,999

BO 01 - Back Office Spaces	BO 02 - Courtroom & Lobby
\$412,613	\$273,386



Basis of Estimate



The Basis of Estimate is a written explanation clarifying the scope, assumptions and exclusions used in establishing the estimate dated March 6, 2026.

All costs are based on CORE's incorporation of the scope as discussed on our site walk with the Owner and the scope clarifications below.

ASSUMPTIONS, CLARIFICATIONS, & EXCLUSIONS

Schedule

- Anticipated construction start: Fall 2026
- Duration of Project: 3 months
 - **This duration is based on the understanding that the courthouse will remain unoccupied during the duration of construction.**

Contingency

- **We have included a Owner / Contractor Contingency in this proposal** – This is intended to be used at CORE's discretion to cover costs that have not been identified as a trade specific scope established in this proposal and may require further clarification or coordination. These costs may include but are not limited to scope gap, coordination issues between trades, overtime, expediting, missed scope during subcontractor bidding process, etc. Construction Contingency does not account for design revisions or additional scope requests made by the Owner or Architect.
- **We have NOT included an Escalation Contingency in this proposal** – The costs highlighted above are priced at today's dollars. Escalation of construction costs should be considered when budgeting for a project that may have a later start date. In previous years, we've observed a relatively consistent construction cost escalation of about 1.5% per quarter (or 6% annually).

General Assumptions

- This proposal is valid for 15 days.
- This cost proposal is considered a Lump Sum, not line-item Estimate.
- *This proposal is based on the understanding that the courthouse will remain unoccupied during the duration of construction. All scheduling, safety planning, and logistical considerations have been developed with this assumption in mind. Should occupancy status change, the project scope, timeline, and associated costs may require adjustment to ensure compliance with safety standards and operational requirements.*
- CORE has not included any costs for building permit, mechanical/electrical/plumbing permits. We have included a NESHAP for the demo.
- We assume normal working hours.
- Any increased costs associated with tariffs promulgated after the contract execution date are not included. The contractor will assist the owner with sourcing alternative materials not affected by the tariff but in the event that the owner chooses to retain the originally selected material or there is not another material option available that does not affect the original budget or project schedule then the contractor is entitled to a change order for the additional cost and time associated with the enactment of the applicable tariffs.
- This proposal includes all costs related to warranty as required in the contract.



- There are no Addendum issued for this project.
- All approved value engineering savings will be added to the Contractor’s Contingency.
- All un-used Contingency or Allowance will be credited back to Owner.
- General Conditions and/or General Requirements are considered cost of the work.
- We recommend topically applied vapor barriers to be applied to existing concrete slabs within remodel construction projects where new flooring will be applied to the existing concrete slabs. Concrete slabs inherently possess the ability to retain moisture, and variations in environmental conditions can result in increased relative humidity within the slab. This excess moisture can adversely affect the bonding of flooring materials, which can lead to failed adhesion of flooring materials. Topically applied vapor barriers act as a protective shield, impeding the migration of moisture from the concrete slab to the flooring materials. These barriers are designed to create a robust and impermeable layer on the surface of the concrete, effectively minimizing the potential for moisture-related adhesion issues. For existing slabs-on-grade without the application of a topically applied vapor barrier, any issues regarding failed adhesion, would not be covered by the warranty.
- CORE does not recommend or endorse any specific topical vapor moisture barriers, on new slabs, as they have proven to promote Alkaline Silica Reaction (ASR). In addition, CORE does not recommend installation of an under-slab vapor barrier at areas where polished or sealed concrete will be the finished product. It is our experience that using an under-slab vapor barrier will contribute to slab curling which will affect the final appearance on concrete grinding, especially for “salt-and-pepper” light aggregate exposure finish.
- The Date of Commencement of the Work shall mean the date of commencement of the Construction Phase. The Construction Phase shall be approximately five (5) days from Construction Manager’s receipt of the latter of the following:
 - Fully executed Job Order.
 - Issuance of Site Permit, Building Permit, and any other permits required to commence the Work.
 - Owner’s Notice To Proceed with Construction.
- **Permitting Exclusion**

CORE has excluded all costs associated with permits of any kind, including but not limited to building, mechanical, electrical, plumbing, fire/life safety, special systems, and any other permits required by the Authority Having Jurisdiction (“AHJ”). No permit applications, fees, reviews, revisions, inspections, or approvals by any AHJ are included in CORE’s Scope of Work.
- **AHJ and Owner Direction**

At the direction of the Owner, no permits shall be submitted to, nor approvals obtained from, the AHJ. CORE shall not be responsible for any actions, inquiries, directives, stop-work orders, fines, penalties, or corrective work resulting from AHJ involvement related to the absence of permits.
- **Risk Allocation**

Any costs, delays, redesign, rework, or impacts arising from permitting requirements, AHJ involvement, or future enforcement actions shall be the sole responsibility of the Owner and shall constitute a change to CORE’s Scope, Schedule, and Contract Sum.

Specific Assumptions

LINE ITEM FC | Final Clean

1. We have included:
 - Final clean

LINE ITEM 1 | Demolition

1. We have included:
 - Demo Carpet
 - Demo Plumbing Fixtures
 - Urinal
 - Water Closet
 - Wall Hung Sink
 - Undermount Sink
 - Demo Restroom Accessories
 - Demo Wall Tile
 - Demo Floor Tile & Tile Baseboard
 - Demo Doors & Frames
 - Demo Walls
 - Demo Stucco & Drywall for 2' High Exterior Slot Window
 - Demo Stucco at building addition area
 - Demo storefront
 - Demo sidewalk & landscaping at building addition
2. We have NOT included:
 - Salvage of Materials

LINE ITEM 27 | Building Concrete

1. We have included:
 - Slab on grade at building addition
 - Footings for masonry

LINE ITEM 28 | Structural Masonry

1. We have included:
 - Demo exterior masonry for 2' high slot windows
 - Lintel for 2' high slot window
 - New standard gray CMU exterior wall
2. We have NOT included:
 - Any masonry patching of existing

LINE ITEM 33 | Rough Carpentry

1. We have included:
 - Backing for new restroom accessories
 - Backing for upper millwork cabinets

LINE ITEM 38 | Insulation

1. We have included:
 - Standard insulation at walls
 - Mineral wool insulation at jury deliberation room wall

LINE ITEM 40 | Glass & Glazing

1. We have included:
 - 2' High x 10' Long standard glazing slot window above double door lobby entrance
 - 8" x 20" viewing window at security post
 - 2' High x 8' Long standard glazing slot windows
 - Interior storefront above pony wall with standard glazing
 - Exterior storefront above pony wall with standard glazing
 - 3-0 x 7-0 glass doors at interior storefront
 - Manual roller shades at new window systems, located in the conference area and Judge's chamber
 - Manual roller shades at existing windows, including transaction windows at lobby
2. We have NOT included:
 - Manual roller shades at slot windows

LINE ITEM 43 | Exterior Wall Systems (Stucco/EIFS)

1. We have included:
 - Stucco repair at new 2' x 10' slot window
 - Stucco repair at new 2' x 8' slot windows

LINE ITEM 55 | Finished Carpentry & Millwork

1. We have included:
 - Lower cabinets with plastic laminate countertops
 - Upper cabinets
 - Plastic Laminate countertop w/ (2) dividers at lobby
 - Wood paneling at public transaction wall

LINE ITEM 56 | HM Frames, Doors, & Hardware

1. We have included:
 - 3-0 x 7-0 HM Frames, Wood Doors, and Hardware
 - 3-0 x 7-0 Wood Door Sound Proof & Fire Proof
 - 3-0 x 7-0 Sound Proof Door
 - Cut Hole in Existing HM Door for new vent
 - Door Hardware with code access
 - ADA Auto Entry Hardware / Push Button
 - Fix door threshold

LINE ITEM 59 | Metal Studs & Drywall Package

1. We have included:
 - Repair drywall and retexture at new conference room 4' and below
 - 3 5/8" metal stud wall with drywall on both sides
 - New drywall ceiling at security post viewing area
 - 3 5/8" metal stud pony wall with drywall on both sides (36" high)
2. We have NOT included:
 - Drywall patching / repairs at any other locations within the building

LINE ITEM 61 | Painting

1. We have included:
 - Paint walls
 - Paint drywall ceilings

LINE ITEM 64 | Tile Package

1. We have included:
 - Floor tile
 - Wall tile up to 4' high at restroom

LINE ITEM 65 | Flooring Package

1. We have included:
 - LVT Flooring or Class B polished concrete (salt & pepper).
 - We recommend making the final determination of which flooring to proceed with (LVT or Class B polished concrete) once the existing flooring has been removed and the concrete slab can be examined to determine if a concrete grid is an achievable finished product.

- Carpet Tiles
 - Coved Rubber Base
 - Bright colored nosing at podium steps
 - Static dissipative flooring
2. We have NOT included:
- Topically applied vapor barrier under new flooring
 - Any concrete grind above a salt and pepper finish.

LINE ITEM 75 | Toilet Partitions & Accessories

1. We have included:
- New toilet partition accessories
 - Grab bars, TP dispensers, etc.
 - Stainless Steel Frame Mirrors
2. We have NOT included:
- Hand dryers
 - Owner furnished accessories

LINE ITEM 98 | Plumbing Systems

1. We have included:
- Cut and cap water supplies as necessary
 - Make safe water supply for new fixtures
 - New plumbing fixtures:
 - Wall hung sinks with manual faucets
 - Undermount sinks with manual faucets
 - Water closets with manual flush valves
 - New water refill station
 - Floor drain
 - Hot and Cold Water Lines as necessary (3/4")
 - Waste / Vent Lines as necessary (PVC up to 4")
2. We have NOT included:
- Rework to existing plumbing
 - Overhead
 - Underground
 - In Wall
 - Closing of main line water valves (to be performed by facilities)

LINE ITEM 99 | HVAC Systems

1. We have included:
 - Add HVAC return tied into existing return at courtroom office
 - Adjust HVAC system for minor room layout adjustments
 - Exhaust fan at new restroom located at old breakroom
2. We have NOT included:
 - Any new HVAC equipment or adjustments to other locations throughout the building

LINE ITEM 101 | Test & Balance

1. We have included:
 - Test and balance for HVAC adjustments and room layout changes

LINE ITEM 102 | Electrical Systems

1. We have included:
 - New lighting at the courtroom
 - New lighting controls
 - (6) controls with dimming capabilities at the courtroom
 - Dimmable light switches throughout the building
 - New outlet covers throughout
 - New 2x4 LED lighting throughout
2. We have NOT included:
 - Upgrades and / or rework to existing electrical equipment
 - Panels, breakers, electrical equipment, etc.

LINE ITEM 103 | Fire Alarm Systems

1. We have included:
 - Fire Alarm device adjustments for new room layout
2. We have NOT included:
 - Any system or device upgrades

LINE ITEM 109 | Structured Cabling Systems

1. We have included:
 - New data drop for TV at conference room and jury deliberation room
2. We have NOT included:
 - Rework to existing structured cabling backbone system
 - Additional data drops throughout the building



Specific Exclusions

- Hazardous Material Abatement & Reports
- Design and/or Engineering
- Structural Steel & Structural Modifications
- Fireproofing
- Expansion Control
- Costs associated with General Building Inspections
- FF & E – Furniture, Fixtures, and Equipment (By Owner)
- Residential Equipment i.e. Microwave, Refrigerator, etc. (By Owner)
- Equipment
- Visual Display Boards
- Fire Sprinkler Systems
- Intercom, Paging, and Clock Systems
- Audio Visual Systems
- Temporary Relocation of Staff or Temporary Facilities
- Relocation of FF&E
- LEED Requirements
- Davis Bacon Wages

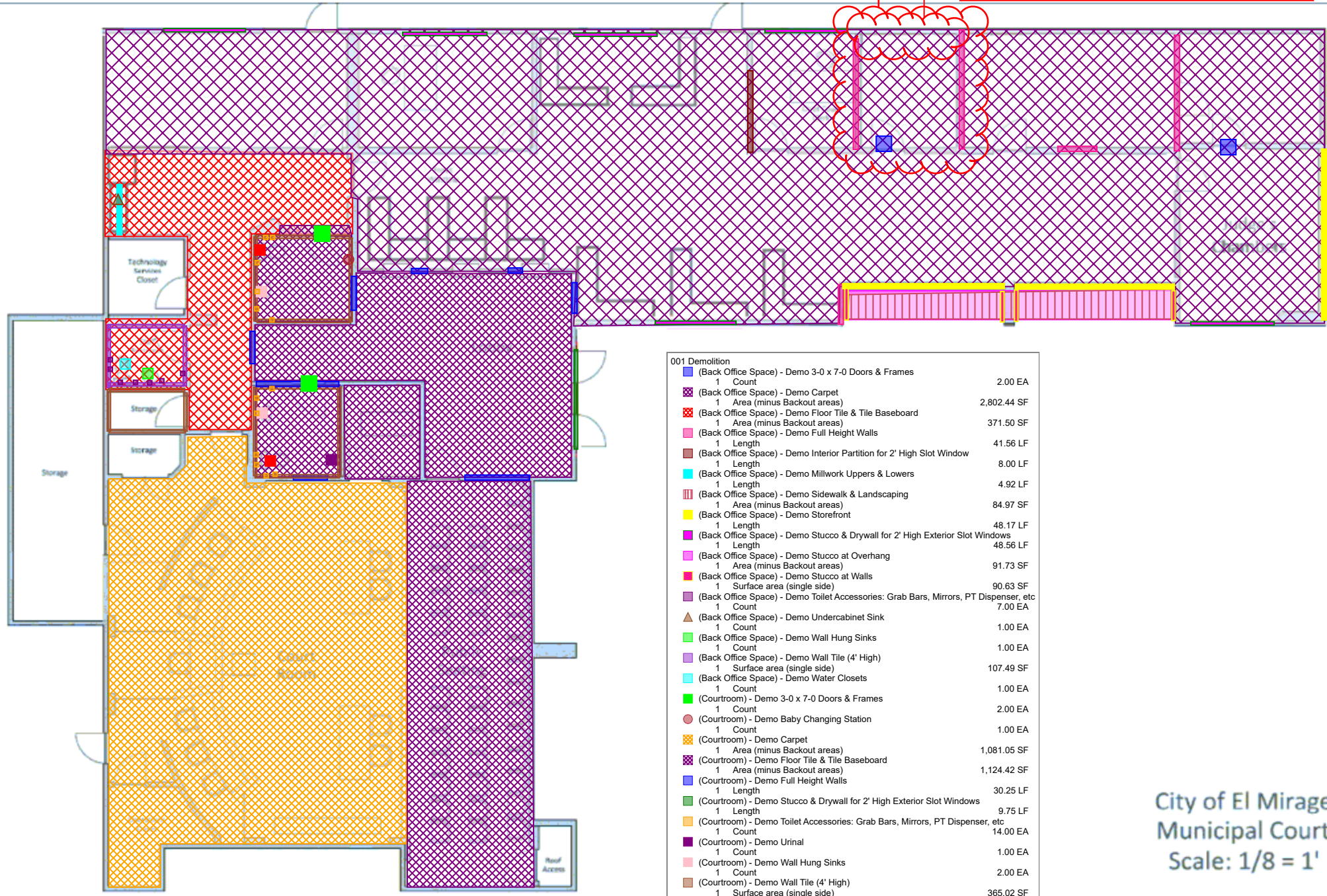


A photograph of a desert landscape at sunset. In the foreground, a large saguaro cactus stands prominently. The background features jagged rock formations and a sky with soft, orange and yellow light. The word "Takeoffs" is written in white, bold, sans-serif font across the center of the image.

Takeoffs

Per site walk held 1.21.2026, office spaces are to remain

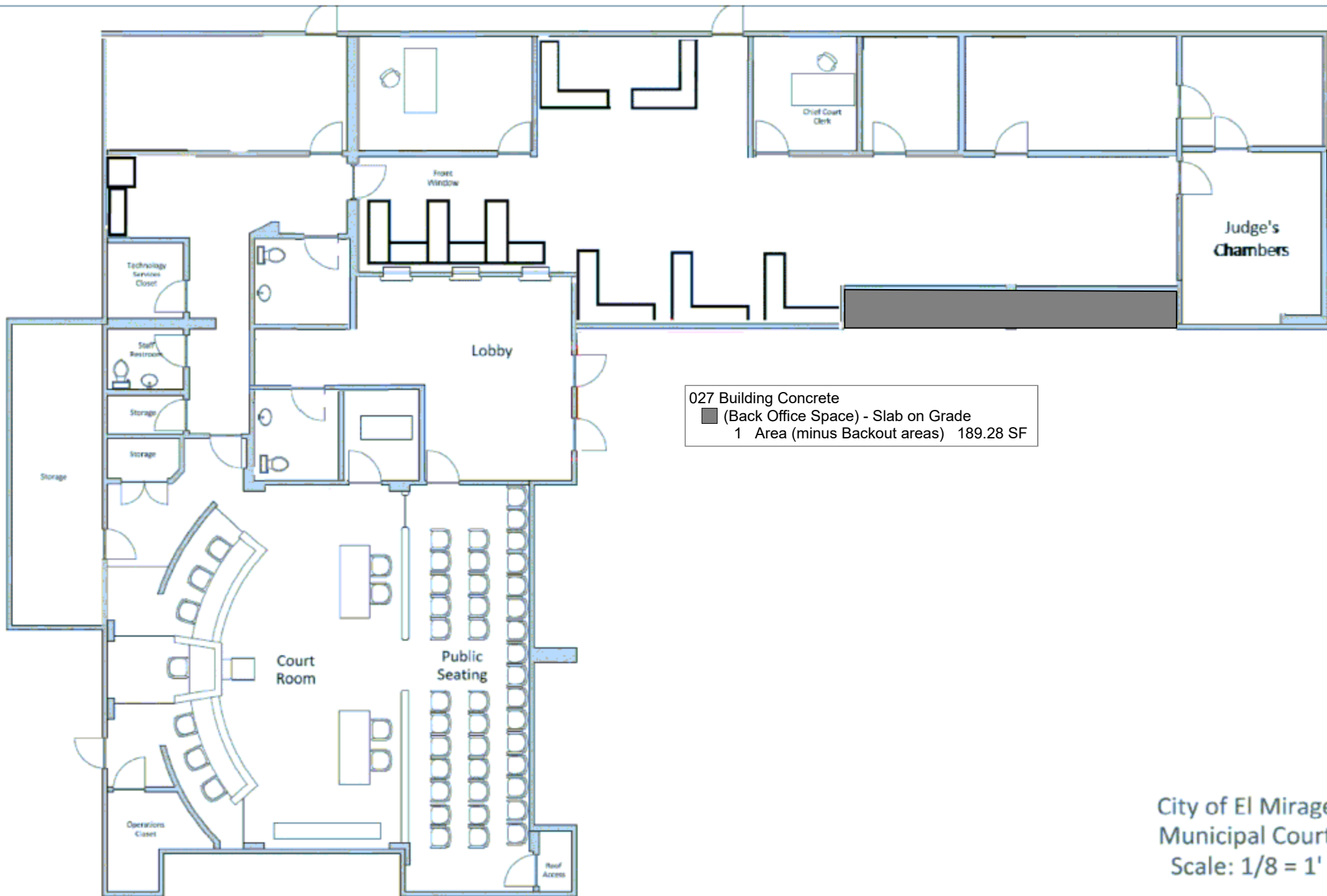
Per site walk held 1.21.2026, wall to be demoed in this office for 2' high ext. window



001 Demolition

■ (Back Office Space) - Demo 3-0 x 7-0 Doors & Frames	1 Count	2.00 EA
■ (Back Office Space) - Demo Carpet	1 Area (minus Backout areas)	2,802.44 SF
■ (Back Office Space) - Demo Floor Tile & Tile Baseboard	1 Area (minus Backout areas)	371.50 SF
■ (Back Office Space) - Demo Full Height Walls	1 Length	41.56 LF
■ (Back Office Space) - Demo Interior Partition for 2' High Slot Window	1 Length	8.00 LF
■ (Back Office Space) - Demo Millwork Uppers & Lovers	1 Length	4.92 LF
■ (Back Office Space) - Demo Sidewalk & Landscaping	1 Area (minus Backout areas)	84.97 SF
■ (Back Office Space) - Demo Storefront	1 Length	48.17 LF
■ (Back Office Space) - Demo Stucco & Drywall for 2' High Exterior Slot Windows	1 Length	48.56 LF
■ (Back Office Space) - Demo Stucco at Overhang	1 Area (minus Backout areas)	91.73 SF
■ (Back Office Space) - Demo Stucco at Walls	1 Surface area (single side)	90.63 SF
■ (Back Office Space) - Demo Toilet Accessories: Grab Bars, Mirrors, PT Dispenser, etc	1 Count	7.00 EA
■ (Back Office Space) - Demo Undercabinet Sink	1 Count	1.00 EA
■ (Back Office Space) - Demo Wall Hung Sinks	1 Count	1.00 EA
■ (Back Office Space) - Demo Wall Tile (4' High)	1 Surface area (single side)	107.49 SF
■ (Back Office Space) - Demo Water Closets	1 Count	1.00 EA
■ (Courtroom) - Demo 3-0 x 7-0 Doors & Frames	1 Count	2.00 EA
■ (Courtroom) - Demo Baby Changing Station	1 Count	1.00 EA
■ (Courtroom) - Demo Carpet	1 Area (minus Backout areas)	1,081.05 SF
■ (Courtroom) - Demo Floor Tile & Tile Baseboard	1 Area (minus Backout areas)	1,124.42 SF
■ (Courtroom) - Demo Full Height Walls	1 Length	30.25 LF
■ (Courtroom) - Demo Stucco & Drywall for 2' High Exterior Slot Windows	1 Length	9.75 LF
■ (Courtroom) - Demo Toilet Accessories: Grab Bars, Mirrors, PT Dispenser, etc	1 Count	14.00 EA
■ (Courtroom) - Demo Urinal	1 Count	1.00 EA
■ (Courtroom) - Demo Wall Hung Sinks	1 Count	2.00 EA
■ (Courtroom) - Demo Wall Tile (4' High)	1 Surface area (single side)	365.02 SF
■ (Courtroom) - Demo Water Closets	1 Count	2.00 EA

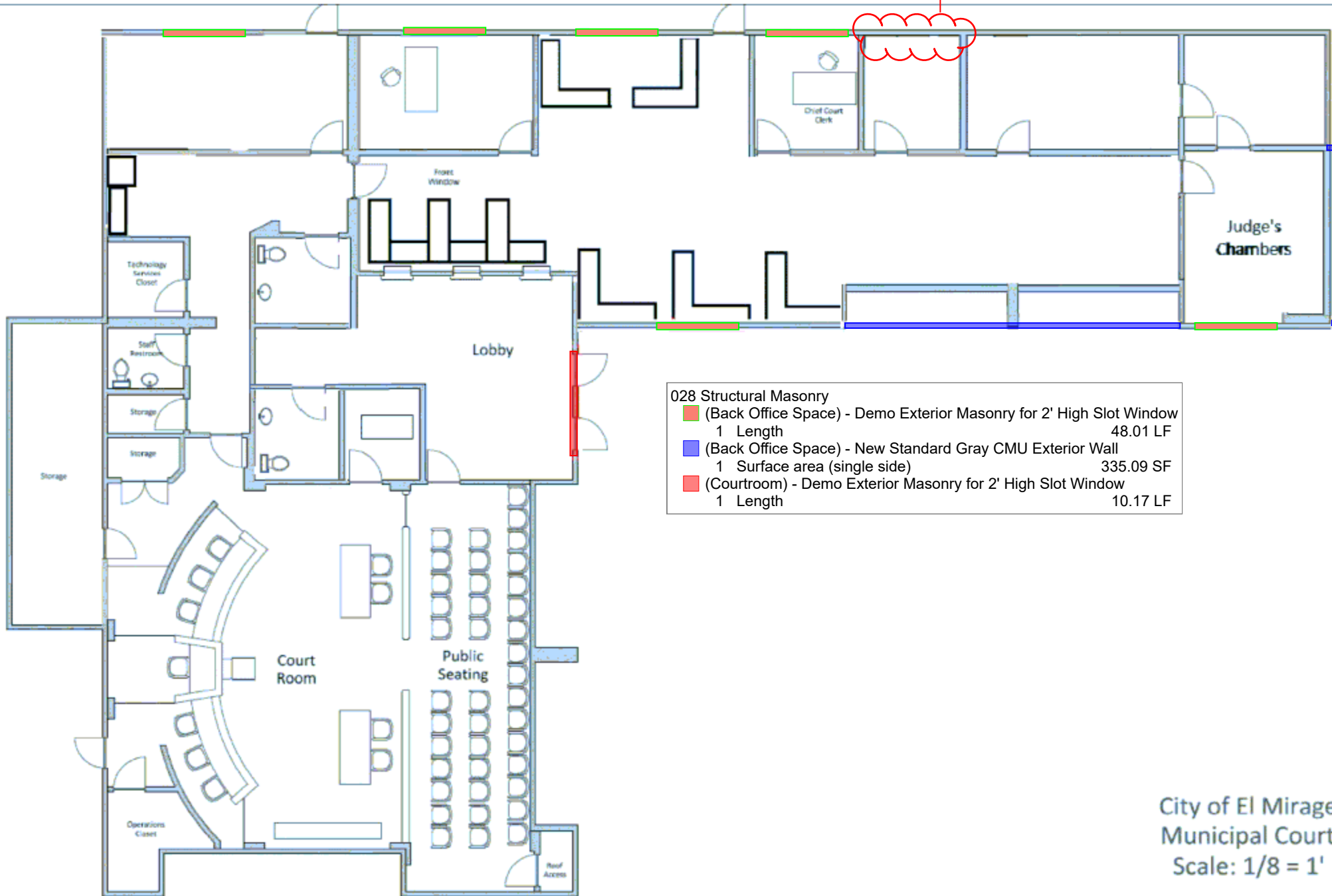
City of El Mirage
Municipal Court
Scale: 1/8" = 1'



027 Building Concrete
 ■ (Back Office Space) - Slab on Grade
 1 Area (minus Backout areas) 189.28 SF

City of El Mirage
 Municipal Court
 Scale: 1/8" = 1'

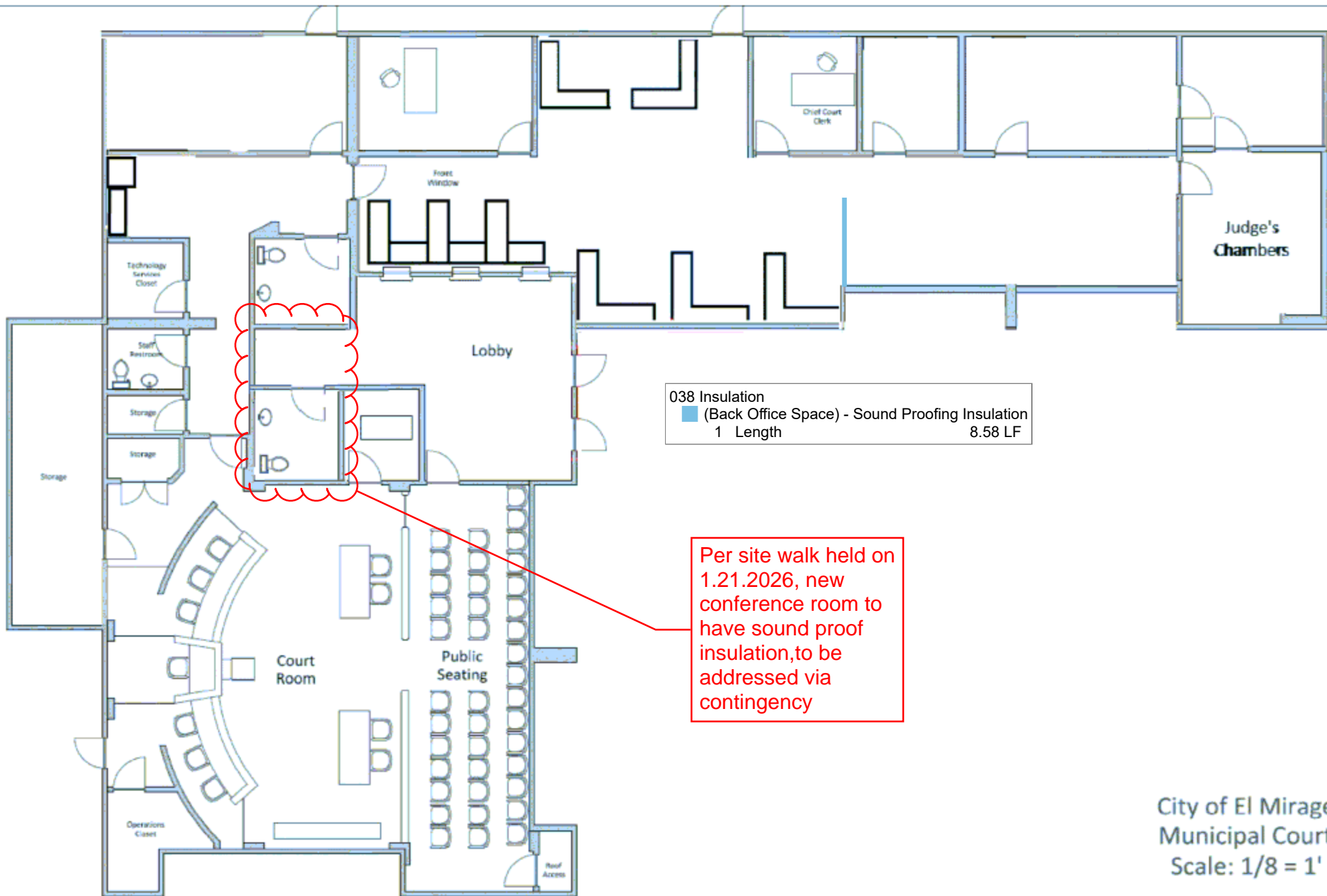
Per site walk held 1.21.2026, wall to be demoed in this office for 2' high ext. window



028 Structural Masonry

■	(Back Office Space) - Demo Exterior Masonry for 2' High Slot Window	
	1 Length	48.01 LF
■	(Back Office Space) - New Standard Gray CMU Exterior Wall	
	1 Surface area (single side)	335.09 SF
■	(Courtroom) - Demo Exterior Masonry for 2' High Slot Window	
	1 Length	10.17 LF

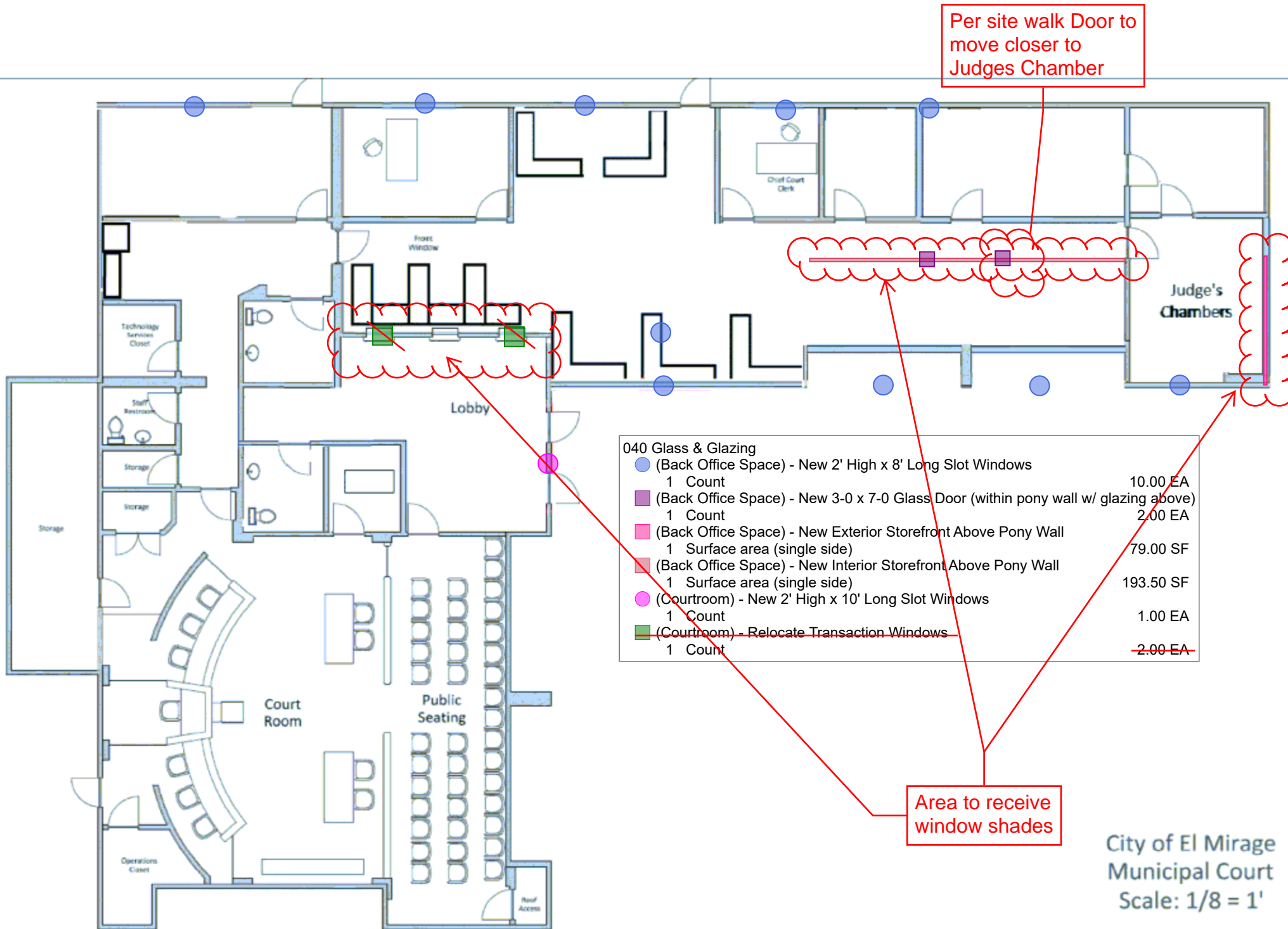
City of El Mirage
Municipal Court
Scale: 1/8" = 1'



038 Insulation
 (Back Office Space) - Sound Proofing Insulation
 1 Length 8.58 LF

Per site walk held on 1.21.2026, new conference room to have sound proof insulation, to be addressed via contingency

City of El Mirage
 Municipal Court
 Scale: 1/8 = 1'



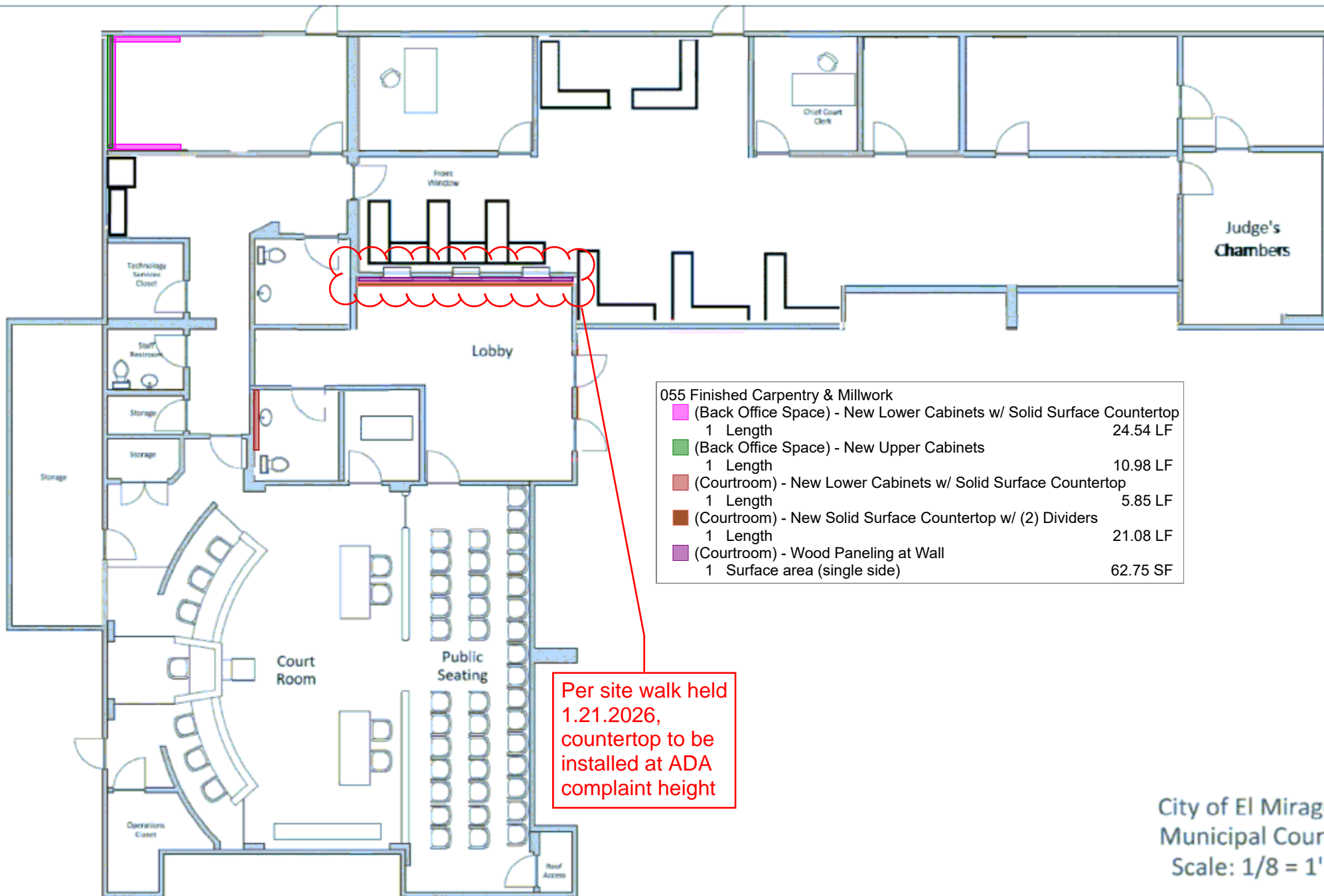
Per site walk Door to move closer to Judges Chamber

040 Glass & Glazing

● (Back Office Space) - New 2' High x 8' Long Slot Windows	1 Count	10.00 EA
■ (Back Office Space) - New 3-0 x 7-0 Glass Door (within pony wall w/ glazing above)	1 Count	2.00 EA
■ (Back Office Space) - New Exterior Storefront Above Pony Wall	1 Surface area (single side)	79.00 SF
■ (Back Office Space) - New Interior Storefront Above Pony Wall	1 Surface area (single side)	193.50 SF
● (Courtroom) - New 2' High x 10' Long Slot Windows	1 Count	1.00 EA
■ (Courtroom) - Relocate Transaction Windows	1 Count	2.00 EA

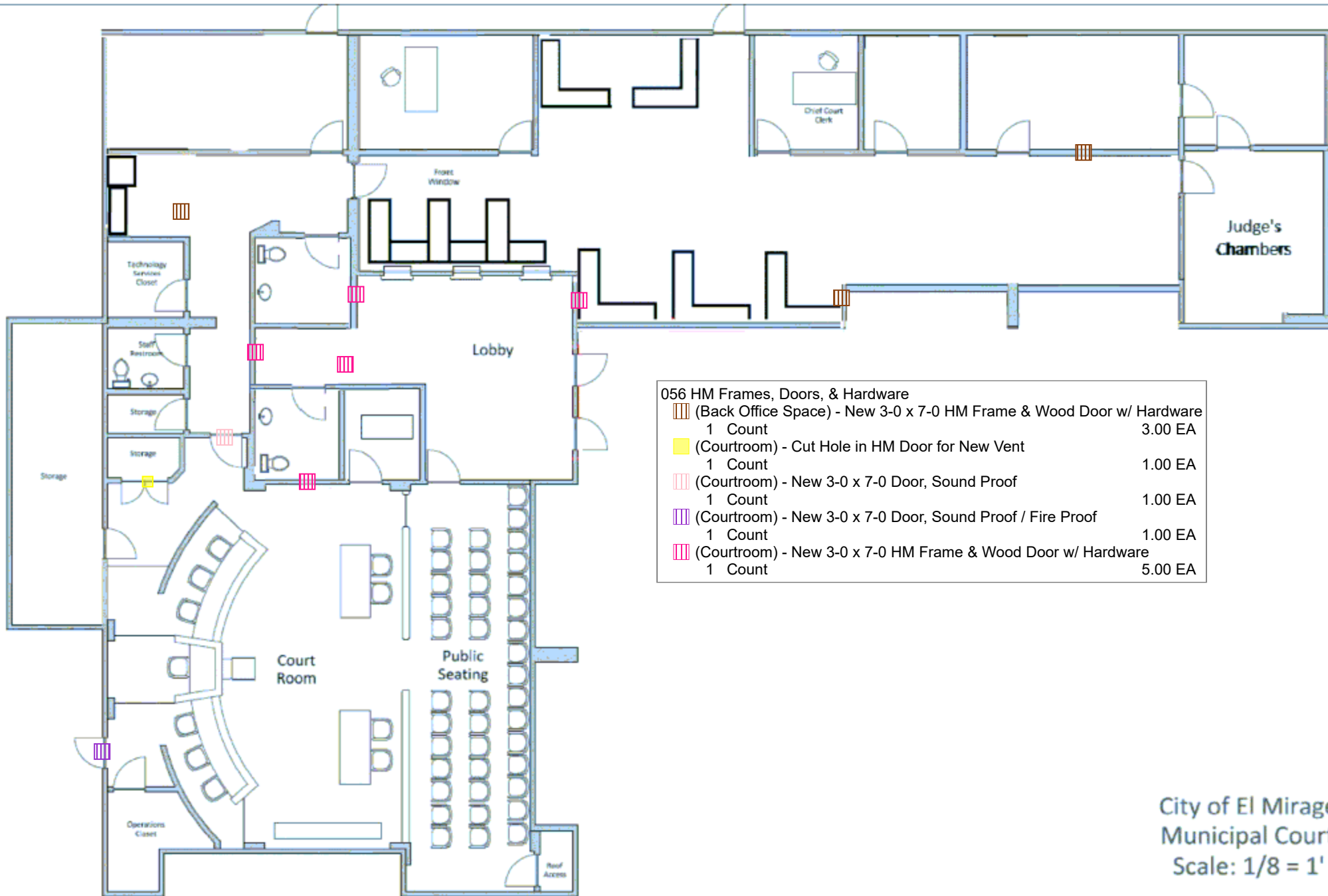
Area to receive window shades






City of El Mirage
Municipal Court
Scale: 1/8" = 1'



055 Finished Carpentry & Millwork		
■ (Back Office Space) - New Lower Cabinets w/ Solid Surface Countertop	1 Length	24.54 LF
■ (Back Office Space) - New Upper Cabinets	1 Length	10.98 LF
■ (Courtroom) - New Lower Cabinets w/ Solid Surface Countertop	1 Length	5.85 LF
■ (Courtroom) - New Solid Surface Countertop w/ (2) Dividers	1 Length	21.08 LF
■ (Courtroom) - Wood Paneling at Wall	1 Surface area (single side)	62.75 SF

Per site walk held
1.21.2026,
countertop to be
installed at ADA
complaint height

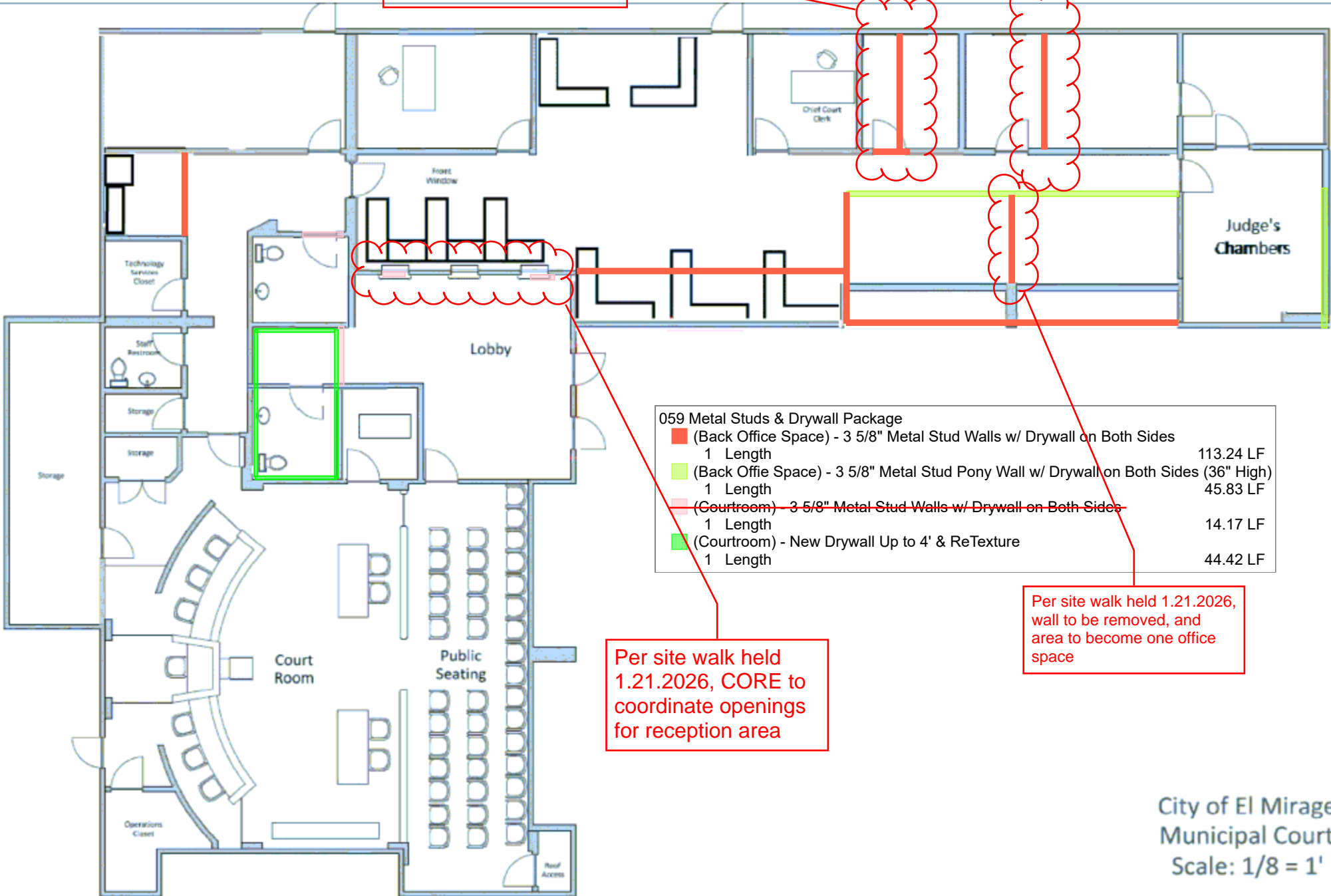


056 HM Frames, Doors, & Hardware			
	(Back Office Space) - New 3-0 x 7-0 HM Frame & Wood Door w/ Hardware	1 Count	3.00 EA
	(Courtroom) - Cut Hole in HM Door for New Vent	1 Count	1.00 EA
	(Courtroom) - New 3-0 x 7-0 Door, Sound Proof	1 Count	1.00 EA
	(Courtroom) - New 3-0 x 7-0 Door, Sound Proof / Fire Proof	1 Count	1.00 EA
	(Courtroom) - New 3-0 x 7-0 HM Frame & Wood Door w/ Hardware	1 Count	5.00 EA

City of El Mirage
Municipal Court
Scale: 1/8" = 1'

Per site walk held 1.21.2026, walls are no longer being relocated

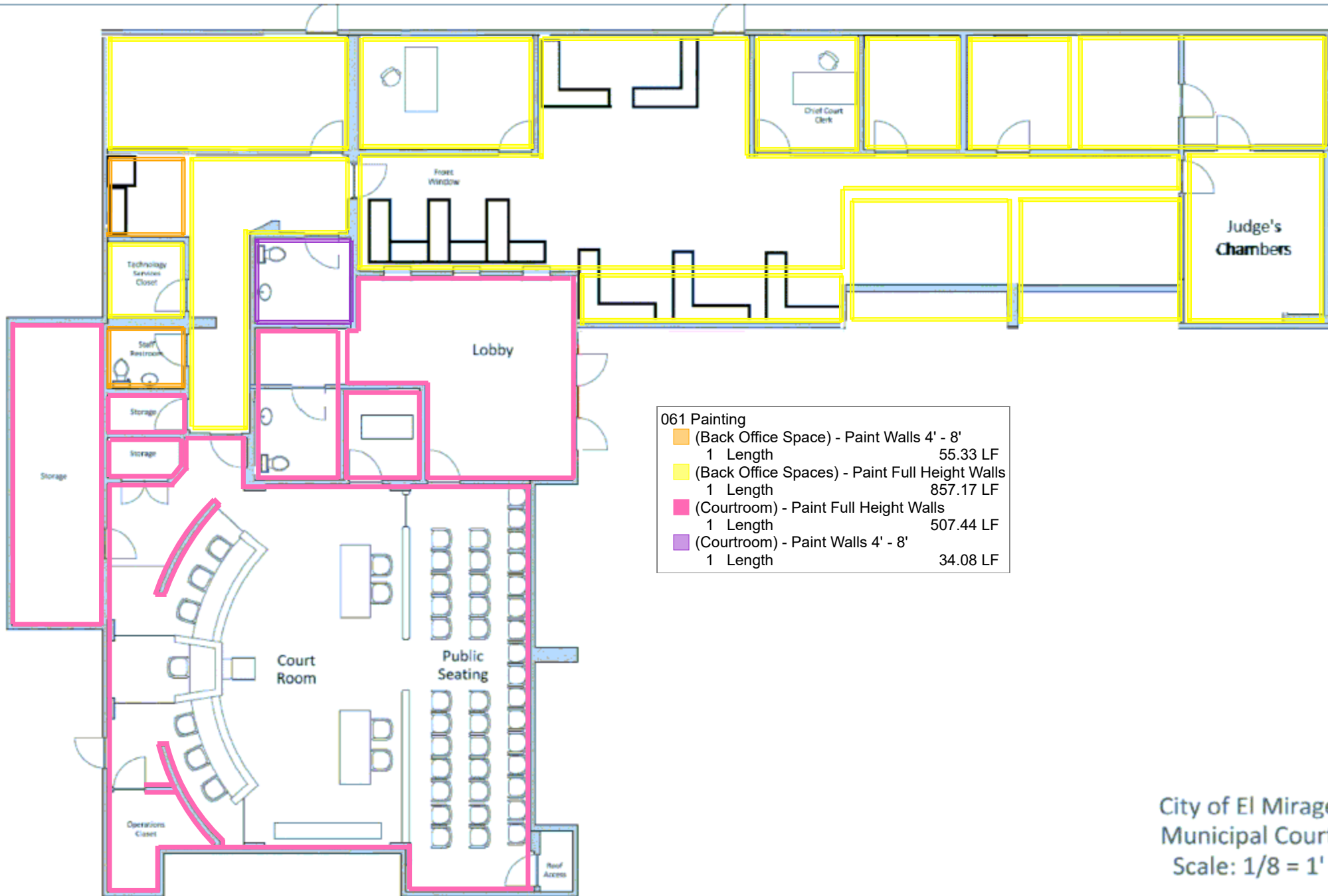
Per site walk held 1.21.2026, wall and reused door/frame to be installed for safe room



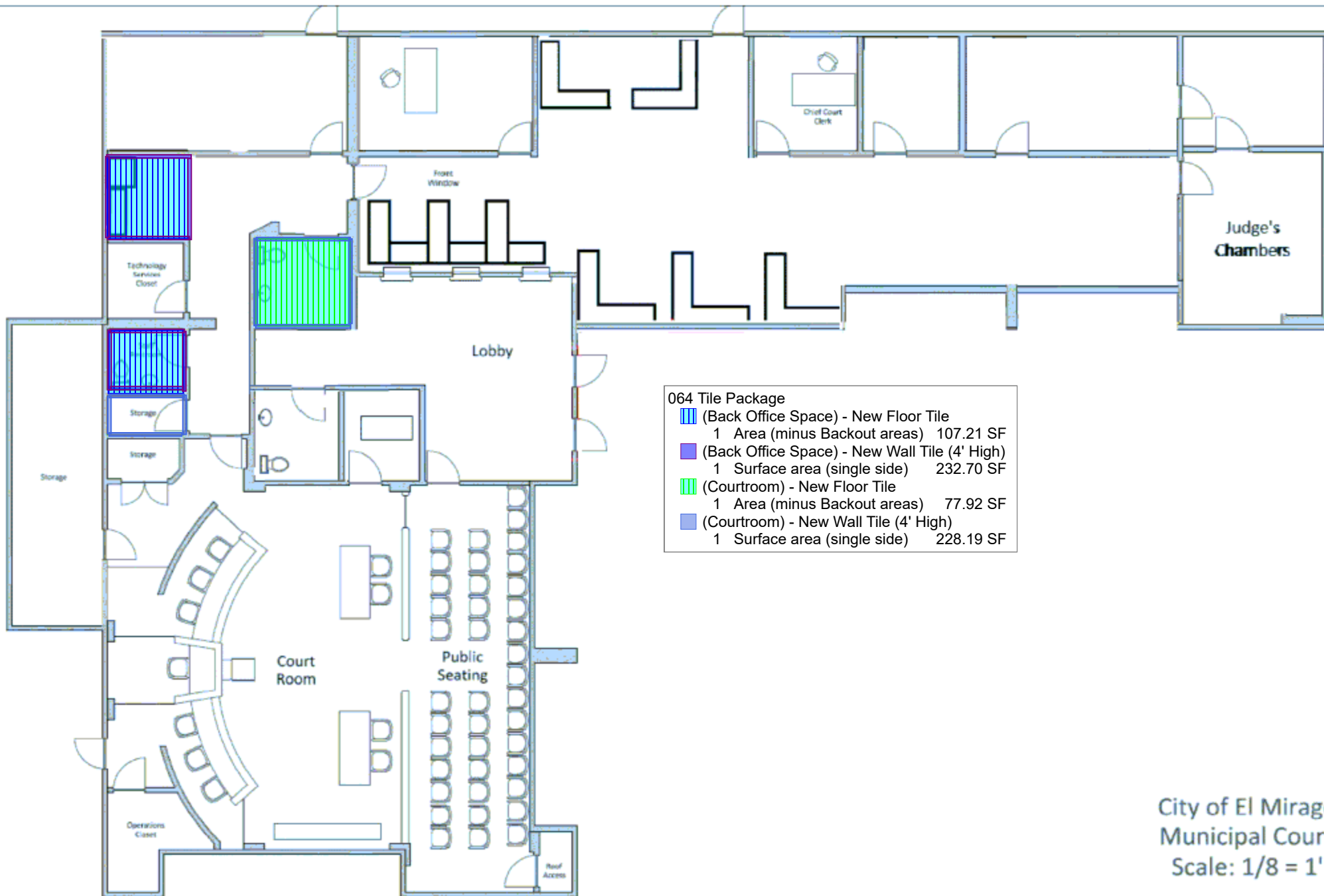
059 Metal Studs & Drywall Package		
■ (Back Office Space) - 3 5/8" Metal Stud Walls w/ Drywall on Both Sides	1 Length	113.24 LF
■ (Back Office Space) - 3 5/8" Metal Stud Pony Wall w/ Drywall on Both Sides (36" High)	1 Length	45.83 LF
■ (Courtroom) - 3 5/8" Metal Stud Walls w/ Drywall on Both Sides	1 Length	14.17 LF
■ (Courtroom) - New Drywall Up to 4' & ReTexture	1 Length	44.42 LF

Per site walk held 1.21.2026, CORE to coordinate openings for reception area

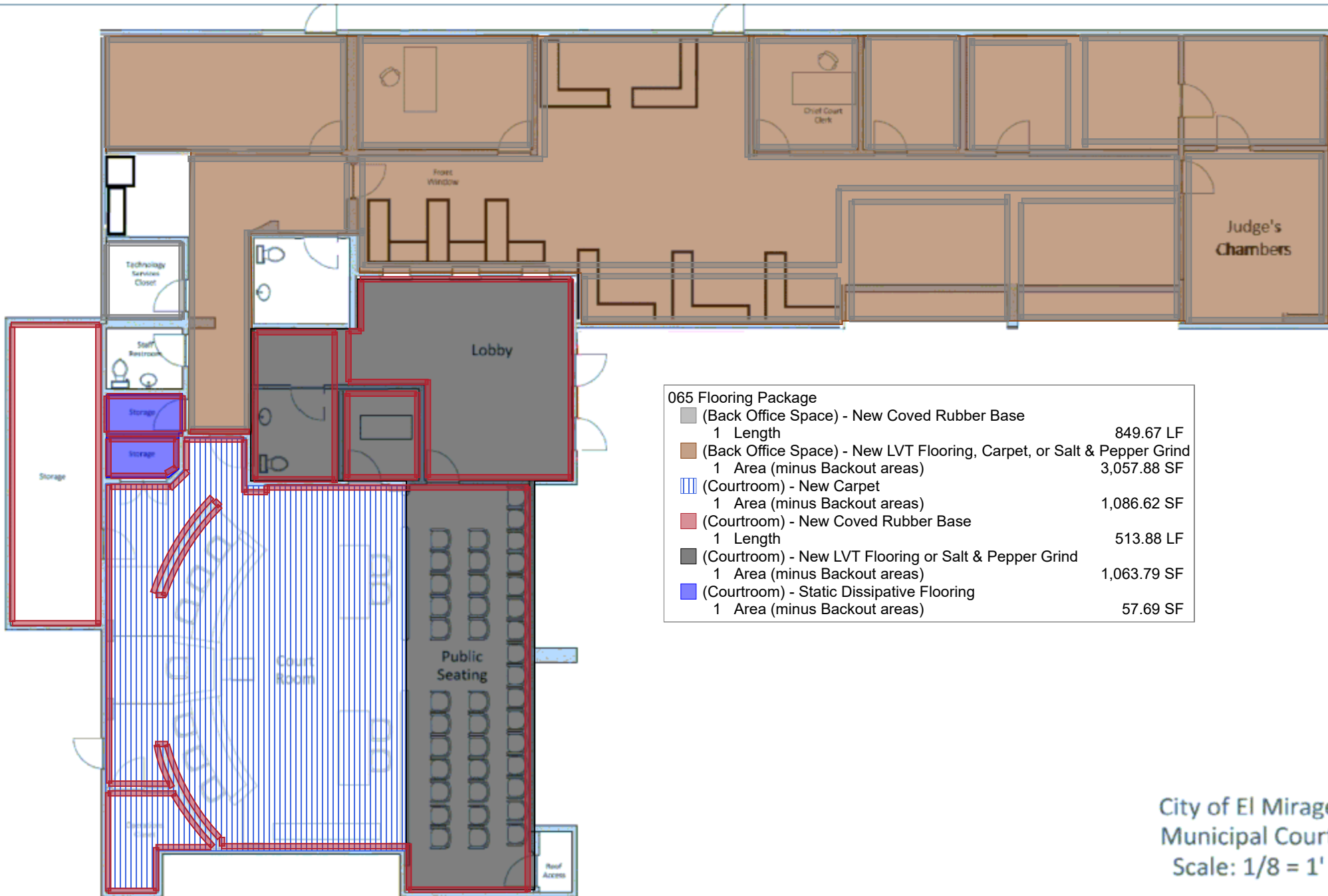
Per site walk held 1.21.2026, wall to be removed, and area to become one office space



City of El Mirage
Municipal Court
Scale: 1/8" = 1'



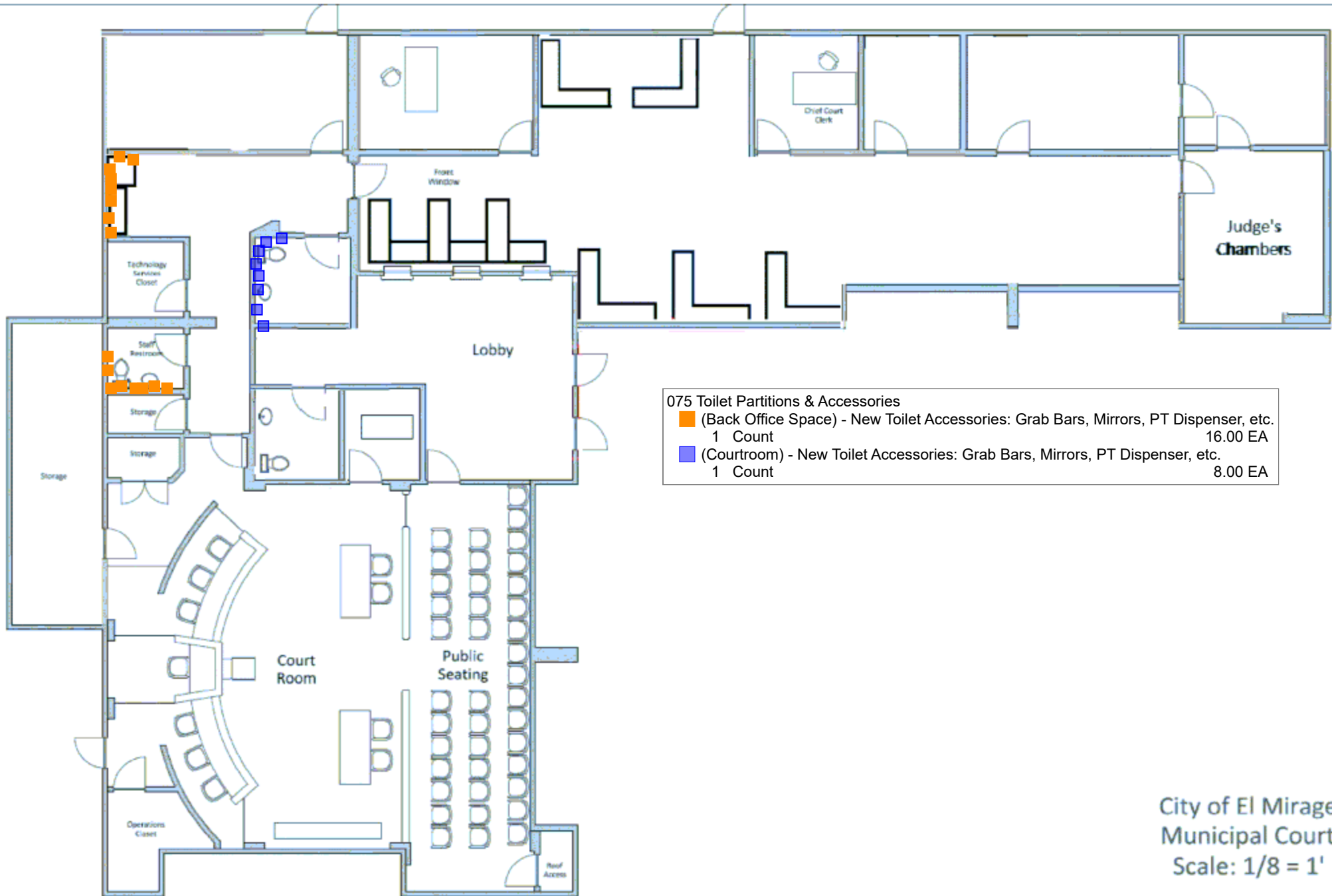
City of El Mirage
 Municipal Court
 Scale: 1/8" = 1'



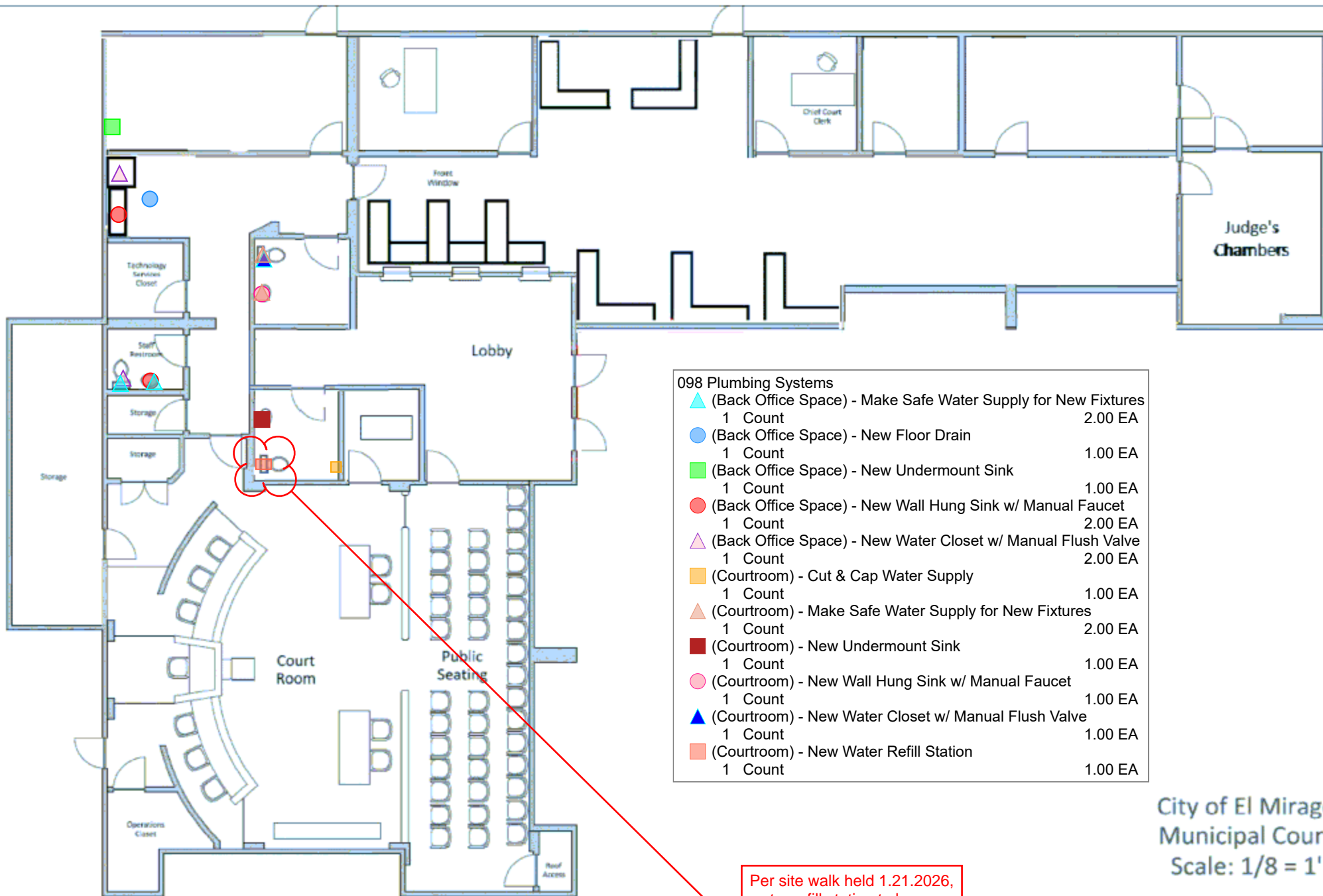
065 Flooring Package

■ (Back Office Space) - New Coved Rubber Base	1 Length	849.67 LF
■ (Back Office Space) - New LVT Flooring, Carpet, or Salt & Pepper Grind	1 Area (minus Backout areas)	3,057.88 SF
▤ (Courtroom) - New Carpet	1 Area (minus Backout areas)	1,086.62 SF
■ (Courtroom) - New Coved Rubber Base	1 Length	513.88 LF
■ (Courtroom) - New LVT Flooring or Salt & Pepper Grind	1 Area (minus Backout areas)	1,063.79 SF
■ (Courtroom) - Static Dissipative Flooring	1 Area (minus Backout areas)	57.69 SF

City of El Mirage
 Municipal Court
 Scale: 1/8" = 1'



City of El Mirage
Municipal Court
Scale: 1/8" = 1'

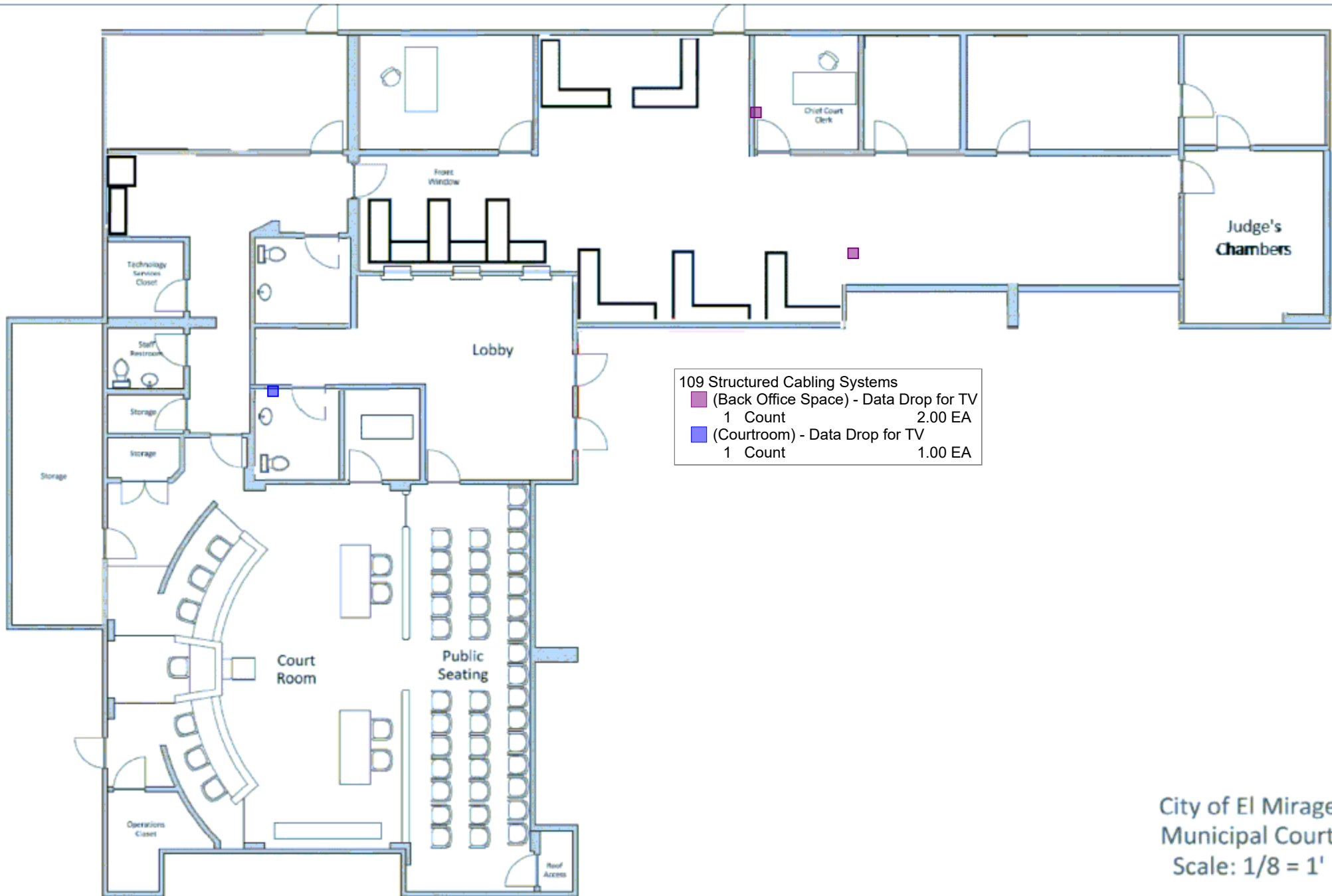


098 Plumbing Systems

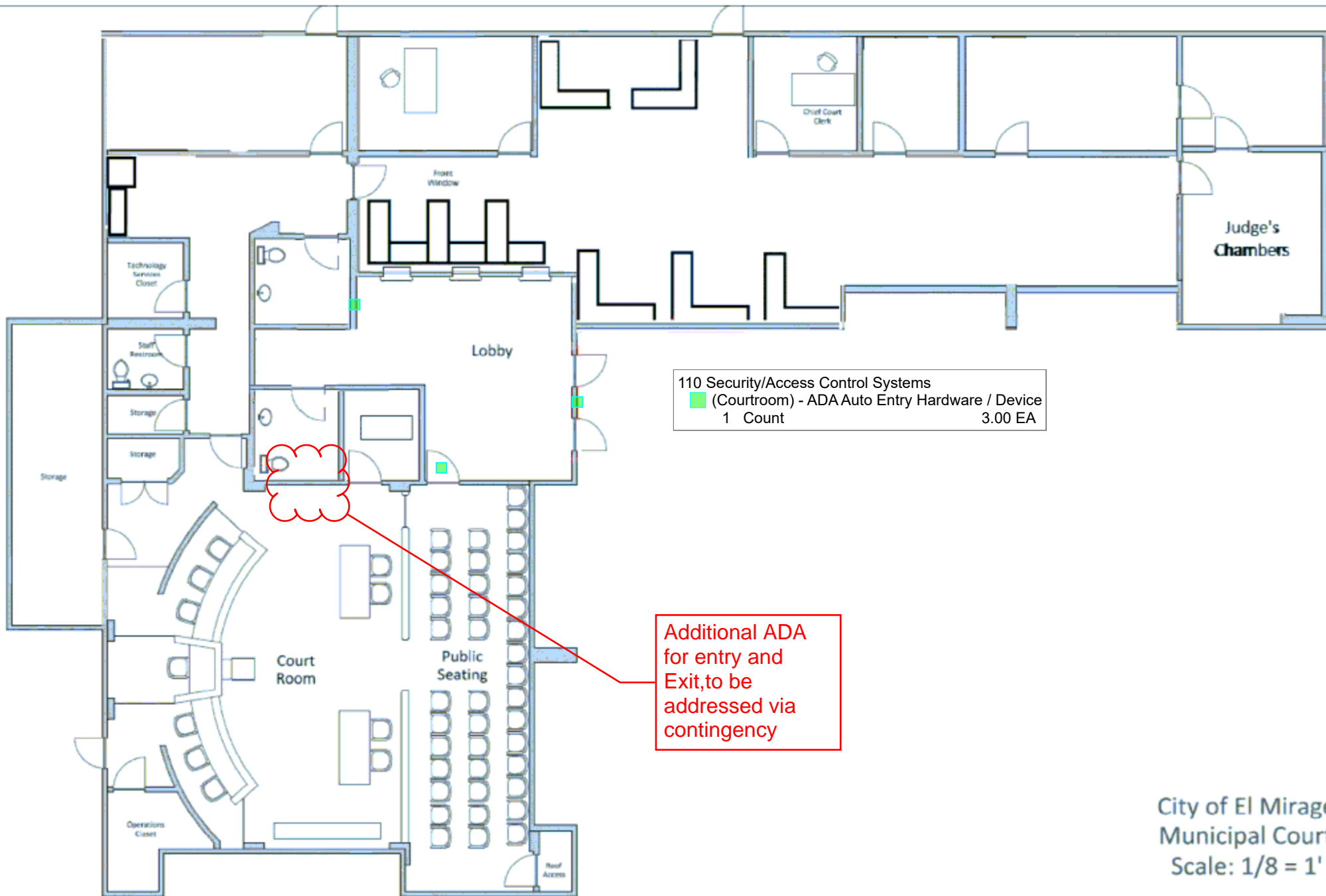
▲ (Back Office Space) - Make Safe Water Supply for New Fixtures	1 Count	2.00 EA
● (Back Office Space) - New Floor Drain	1 Count	1.00 EA
■ (Back Office Space) - New Undermount Sink	1 Count	1.00 EA
● (Back Office Space) - New Wall Hung Sink w/ Manual Faucet	1 Count	2.00 EA
▲ (Back Office Space) - New Water Closet w/ Manual Flush Valve	1 Count	2.00 EA
■ (Courtroom) - Cut & Cap Water Supply	1 Count	1.00 EA
▲ (Courtroom) - Make Safe Water Supply for New Fixtures	1 Count	2.00 EA
■ (Courtroom) - New Undermount Sink	1 Count	1.00 EA
● (Courtroom) - New Wall Hung Sink w/ Manual Faucet	1 Count	1.00 EA
▲ (Courtroom) - New Water Closet w/ Manual Flush Valve	1 Count	1.00 EA
■ (Courtroom) - New Water Refill Station	1 Count	1.00 EA

Per site walk held 1.21.2026,
water refill station to be
moved to kitchen

City of El Mirage
Municipal Court
Scale: 1/8" = 1'



City of El Mirage
Municipal Court
Scale: 1/8" = 1'



110 Security/Access Control Systems
 (Courtroom) - ADA Auto Entry Hardware / Device
 1 Count 3.00 EA

Additional ADA for entry and Exit, to be addressed via contingency

**JOB ORDER CONTRACTING
MASTER AGREEMENT**

THIS AGREEMENT, entered into and made effective this 17th day of May, 2023 by and between 1Government Procurement Alliance (1GPA), Paradise Valley Unified School District, and CORE Construction, Inc., a Corporation with offices at 3036 E. Greenway Rd, Phoenix, AZ 85032 (hereinafter referred to as Contractor).

WITNESSETH:

THAT IN CONSIDERATION of the mutual promises and covenants hereinafter contained in this Agreement by these presents do agree, as follows:

ARTICLE 1

DEFINITIONS

- A. The term "Owner" means the Paradise Valley Unified School District #69, and any 1GPA Member utilizing this agreement, or his duly authorized representative which means any person specifically authorized to act for Owner by executing the Contract and any modification thereto. Duties include administration of the Contract, including the negotiation of change orders and modifications and assessing 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. All references to the District mean the Paradise Valley Unified School District #69 or any 1GPA Member utilizing this agreement.
- B. The term "Contractor" means Contractor's senior manager or his duly authorized representative, which means any person specifically authorized to act for Contractor by executing the Contract, and any modifications thereto. Duties include administration of the Contract, including performance of the Work.
- C. The term "Contract" as used herein means this Master Agreement, original Request for Qualifications and all proposals submitted by awarded firm, including its attachments and any Job Orders that may be issued.
- D. The term "Subcontract" as used herein means any agreement including purchase orders (other than one involving an employer-employee relationship) entered into by Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

ARTICLE 2

WORK TO BE PERFORMED

- A. In response to Job Orders that may be mutually agreed upon and issued periodically by Owner, 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 (hereinafter called "the 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"

Master Agreement Pricing Coefficients, Attachment "B" Master Agreement Open Book Pricing, and in Attachment "C" Scope of Services of which are incorporated herein and made a part hereof.

- B. This Master Agreement embodies agreement of Owner and 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 Contractor. Nothing herein shall be construed as requiring Owner to issue any Job Order.

ARTICLE 3

WORK AUTHORIZATIONS

- A. 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 "C", Scope of Services, and will set forth, with the necessary particularity, the following:
1. Master Agreement number along with Contractor's name;
 2. Job Order number and date;
 3. The agreed Scope of Services and applicable technical specifications and drawings;
 4. The agreed period of performance and, if required by Owner, a work schedule;
 5. The place of performance;
 7. The agreed total amount for the Work to be performed;
 8. Submittal requirements;
 9. Owner's authorized representative who will accept the completed Work;
 10. Signatures by the parties hereto signifying agreement to the Job Order; and
 11. Such other information as may be necessary to perform the Work.
- B. Job Orders may be amended by Owner in the same manner as they are issued.

ARTICLE 4

SPECIFICATIONS AND DRAWINGS

- A. Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give Owner access thereto. 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 difference 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 Contractor without such a determination shall be at his own risk and expense. Owner shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.

- B. 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.
- C. 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".
- D. Shop drawings means drawings submitted to Owner by Contractor showing in detail:
1. The proposed fabrication and assembly of major electrical elements and,
 2. The installation (i.e., form, fit and attachment details) of materials or equipment.
 3. The construction and detailing of elements of the work.

It includes sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Contractor to explain in detail specific portions of the Work required. Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract.

- E. Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate his approval thereon as evidence of such coordination and review. Shop drawings submitted to Owner without evidence of Contractor's approval may be returned for resubmission. Owner will indicate his 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 Contractor's risk. Approval by Owner shall not relieve Contractor from responsibility for any errors or omissions in such drawings, or from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with paragraph F below.
- F. If shop drawings show variations from the Job Order requirements, 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.
- G. 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 Contractor.
- H. 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 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.

- I. Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify Owner of any discrepancies. Figures marked on drawings shall be followed in preference to scale measurements. Large-scale drawings shall govern small-scale drawings. 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.

ARTICLE 5

USE OF SPECIFICATIONS, DRAWINGS AND NOTES

All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Contractor or developed by Contractor pursuant to the Contract and all pictures, 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 Contractor for additional compensation, unless such material developed by Contractor does not result in an issued Job Order. In such cases, Contractor will receive reasonable reimbursement for the development of such materials before Owner uses in any manner whatsoever.

ARTICLE 6

PERMITS AND RESPONSIBILITIES

Contractor shall be responsible for processing of drawings for approval by the civil authorities and 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 Contractor for the actual, documented costs of construction permits required for the performance of the Work. Contractor shall also be responsible for all damages to persons or property that occur as a result of 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. Contractor shall also 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 in writing under the Contract.

ARTICLE 7

MATERIAL AND WORKMANSHIP

- A. 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. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of Owner, with written approval, is equal to that named in the specifications, unless otherwise specifically provided in the Contract.
- B. Contractor shall obtain Owner's approval of the machinery and other equipment to be incorporated into the Work. When requesting approval, 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 machinery and other equipment. When required by the Contract or by Owner, Contractor shall also obtain Owner's approval of the material or articles, which Contractor contemplates incorporating into the Work. When requesting approval, Contractor shall provide full information concerning the material or articles. When

directed to do so, 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.

- C. All work under the Contract shall be performed in a skillful and workmanlike manner.

ARTICLE 8

TESTING OF MATERIALS

Contractor shall be responsible for any required testing of materials prior to Job at the site of the Work. Owner will retain or reimburse Contractor for use of an independent testing laboratory to perform site testing of materials. Contractor shall be required to use the firm of R.A.M. for any geotechnical testing services in accordance with the unit pricing established under the District's term contract for these services as long as this contract remains in effect.

ARTICLE 9

LAYOUT OF WORK

Contractor shall lay out his work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the work. Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the work. Contractor shall also be responsible for maintaining and preserving all control points established by Owner.

ARTICLE 10

SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- A. Contractor acknowledges that he has taken steps reasonably necessary to ascertain the nature and location of the Work, and that he has investigated and satisfied himself as to the local conditions which can affect the Work or its cost, including but not limited to:
1. Conditions bearing upon transportation, disposal, handling, and storage of materials;
 2. The availability of labor, water, electric power, and roads;
 3. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
 4. The conformation and conditions of the ground;
 5. The character of equipment and facilities needed preliminary to and during work performance; and
 6. Owner's hours and days of operation.
- B. Contractor also acknowledges that he has satisfied himself 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 the Contract.

ARTICLE 11

DIFFERING SITE CONDITIONS

- A. Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:
1. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or
 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.
- B. 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 Contractor's cost of, or the time required for, performing any part of the Work, whether or not changes as a result of the conditions, an equitable adjustment shall be made and the Job Order modified in writing accordingly.
- C. No request by Contractor for an equitable adjustment to the Job Order under this Article shall be allowed, unless Contractor has given the written notice required.
- D. No request by Contractor for an equitable adjustment to the Job Order for differing site conditions shall be allowed if made after final payment under this Job Order.

ARTICLE 12**CONTRACT TERM**

The term of the Contract shall commence on the date executed by both parties and shall continue until terminated unless revised in accordance with the terms and conditions of the Contract. Initial term will be for a guaranteed minimum term of twelve (12) months, with - 4 one-year renewals.

ARTICLE 13**COMPENSATION**

As full consideration for the satisfactory performance by Contractor of Work prescribed under the Contract, Owner shall pay Contractor the amounts specified in the individual Job Orders.

ARTICLE 14**INVOICING AND PAYMENTS**

- A. Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Owner, on estimates approved by Owner. 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 preparation of estimates of work accomplished, Owner will authorize payment for material delivered on the site and preparatory work done if Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

- B. 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:
1. Relieving Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
 2. Waiving the right of Owner to require the fulfillment of all of the terms of the Contract.
- C. Owner shall pay the amount due Contractor under the Contract within thirty (30) days, after:
1. Completion and acceptance of the Work;
 2. Presentation of a properly executed invoice; and
 3. Presentation of release of all claims against Owner arising by virtue of the Contract, other than claims, in stated amounts that Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if Contractor's claim to amounts payable under this Contract has been assigned. Contractor shall complete a contractor's release form acceptable to Owner.
- D. Contractor shall submit invoices to an address specified by the Owner.

ARTICLE 15

CONSTRUCTION SCHEDULE

- A. If requested, within seven days of the Notice to Proceed for each Job Order, Contractor will prepare and submit to Owner for approval a practicable schedule showing the order in which Contractor proposes to perform the Work, and the dates on which 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 chart must contain as a minimum:
1. A list of the different types of work activities or work elements.
 2. Show the logical dependencies (ties) to indicate what work must be accomplished before other work can begin.
 3. Show proposed start and complete dates or time frames for each work activity or work element.
 4. Calculate the "weighting" or relative worth each work activity or work element is of the total project either as a percent or dollar amount.

If Contractor fails to submit a schedule within the time prescribed, Owner may withhold approval of progress payments until Contractor submits the required schedule.

- B. Contractor shall submit a progress report every 30 days, or as directed by Owner, and upon doing so shall immediately deliver the annotated schedule to Owner. If Contractor falls behind the approved schedule, Contractor shall take steps necessary to improve its progress, including those that may be required by Owner, without additional cost to Owner. In this circumstance, Owner may require Contractor to increase the number of shifts, overtime operations, days of work, 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.
- C. Emergency Work: 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.
- D. Failure of Contractor to comply with the requirements of Owner under this clause shall be grounds for a determination by Owner that 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 Contractor's right to proceed with the Work, or any separable part of it, in accordance with the default terms of this Master Agreement.

ARTICLE 16

SUPERINTENDENCE BY CONTRACTOR

At all times during performance of a Job Order and until the Work is completed and accepted, Contractor shall directly superintend the Work or assign and have on the work site a competent superintendent who is satisfactory to Owner and has authority to act for Contractor.

ARTICLE 17

INSPECTION OF CONSTRUCTION

- A. Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work called for conforms to Job Order requirements. 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 at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.
- B. Owner inspections and tests are for the sole benefit of Owner and do not:
 - 1. Relieve Contractor of responsibility for providing adequate quality control measures;
 - 2. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;
 - 3. Constitute or imply acceptance; or
 - 4. Affect the continuing rights of Owner after acceptance of the complete work under paragraph H below.
- C. The presence or absence of an inspector does not relieve Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without Owner's written authorization.

- D. 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 Contractor any additional cost of inspection or test when work is not ready at the time specified by Contractor for inspection or test, or when prior rejection makes reinspection 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.
- E. 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. Contractor shall promptly segregate and remove rejected material from the premises.
- F. If Contractor does not promptly replace or correct rejected work, Owner may:
1. By contract or otherwise, replace or correct the work and charge the cost to Contractor or
 2. Terminate for default Contractor's right to proceed.
- G. If, before acceptance of the entire Work, Owner decides to examine already completed work by removing it or tearing it out, 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 Contractor or its subcontractors, Contractor shall defray 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 performance time.
- H. 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 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.

ARTICLE 18

OPERATIONS AND STORAGE AREAS

- A. Contractor shall confine all operations (including storage of materials) to areas authorized or approved by Owner.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by Contractor only with the approval of Owner and shall be built with labor and materials furnished by Contractor without expense to Owner. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by Contractor at its expense upon the completion of the Work. With the written consent of Owner, the buildings and utilities may be abandoned and need not be removed.
- C. Contractor shall, under regulations prescribed by Owner, use only established roadways or temporary roadways constructed by Contractor when and as authorized by Owner. Contractor shall comply with all Federal, state and local laws and regulations when transporting materials.

ARTICLE 19

PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES
AND IMPROVEMENTS

- A. Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the work sites, which are not to be removed and which do not unreasonably interfere with the work required under the Job Order. Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during the Work performance, or by the careless operation of equipment, or by workmen, Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by Owner.
- B. Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.

ARTICLE 20

CLEANING UP AND REFUSE DISPOSAL

Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Contractor shall leave the work area in a clean and orderly condition satisfactory to Owner. Final cleanup of the premises shall be included in the Period of Performance of the Job Order. Contractor shall be responsible for all construction refuse disposal containers and removal from the site. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Contractor to dispose of the materials in which case, an equitable adjustment in the price will be negotiated and agreed.

ARTICLE 21

WARRANTY OF CONSTRUCTION

- A. In addition to any other warranties in any Job Orders, Contractor warrants, except as provided in paragraph J of this Article, 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 Contractor or any of his subcontractors or suppliers at any tier.
- B. This warranty shall continue for a period of two (2) years from the date of final acceptance of the Work. If Owner takes possession of any part of the Work, in writing, before final acceptance, this warranty shall continue for a period of two (2) years from the date possession is taken.
- C. Contractor shall remedy at Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at Contractor's expense any damage to Owner-owned or controlled real or personal property, when that damage is the result of:

1. Contractor's failure to conform to requirements; or
 2. Any defect of equipment, material, workmanship, or design furnished.
- D. Contractor shall restore any work damaged in fulfilling the terms and conditions of this article. Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.
- E. Owner shall notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- F. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Contractor's expense.
- G. 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 Master Agreement, Contractor shall:
1. Obtain all warranties that would be given in normal commercial practice;
 2. Require all warranties to be executed, in writing, for the benefit of Owner; and
 3. Enforce all warranties for the benefit of Owner;
- H. In the event Contractor's warranty under paragraph B of this Article has expired, Owner may bring suit at its expense to enforce a subcontractor's, manufacturers, or supplier's warranty.
- I. Unless a defect is caused by the negligence of Contractor or subcontractor or supplier at any tier, Contractor shall not be liable for the repair of any defects of material or design furnished by Owner nor for the repair of any damage that results from any defect in Owner-furnished material or design.
- J. Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Contractor except to the extent of Contractor's work. Contractor does not assume responsibility for pre-existing work or facilities that may be connected to or interface with the Work.
- K. This warranty shall not limit Owner's rights under the Inspection of Construction Article of this Contract with respect to latent defects, gross mistakes, or fraud.

ARTICLE 22

CHANGES

- A. 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:
1. In the specifications (including drawings and designs);
 2. In Owner-furnished facilities, equipment, materials, services, or site; or
 3. Directing acceleration in the performance of the Work.
- B. Any other written order from Owner that causes a change shall be treated as a change order under this Article; provided, that Contractor gives Owner written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.
- C. Except as provided in this Article, no order, statement, or conduct of Owner shall be treated as a change under this Article or entitle Contractor to an equitable adjustment hereunder.
- D. If any change under this Article causes an increase or decrease in 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 make an equitable adjustment and modify the Job Order in writing.
- E. Contractor must submit any proposal under this Article within ten (10) calendar days after:
1. Receipt of a written change order under Paragraph A above or;
 2. The furnishing of a written notice under Paragraph B above,

By submitting to Owner a written statement describing the 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 Paragraph B above.

- F. No proposal by Contractor for an equitable adjustment shall be allowed if asserted after final payment for a Job Order.

ARTICLE 23

PRICING CHANGES

- A. Contractor, in connection with any proposal he makes for a Job Order change shall furnish a price breakdown itemized as required by Owner. Pricing for such changes shall be based on quantities mutually agreed to by Contractor and Owner and the pricing method approved for that Job Order.
- B. Justification shall be furnished for any proposed extension in the period of performance. The proposal, together with the price breakdown and period of performance extension justification, shall be furnished by the date specified by Owner.

ARTICLE 24

SUSPENSION OF WORK

- A. Owner may order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for the period of time that Owner determines appropriate for the convenience of Owner.
- B. If the performance of all or any part of the Work is, for an unreasonable period of time, 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 (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of the Job Order necessarily caused by the unreasonable suspension, delay, or interruption, and the Job Order will be modified in writing accordingly.
- C. A claim under this Article shall not be allowed for any costs incurred more than 30 calendar days before 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.

ARTICLE 25

DISPUTES

Any dispute concerning a question of fact arising under the Contract or a Job Order which is not disposed of by agreement will be decided by Owner, who will communicate his decision to writing and furnish a copy thereof to Contractor. Appeals from decisions of the Owner shall be resolved pursuant to the Arizona Administrative Code, Article 10, School District Procurement, Section R7-2-1155, extent required by A.R.S., section 12-1518, except as may be required by other applicable statutes.

ARTICLE 26

TERMINATION FOR CONVENIENCE OF OWNER

- A. Owner may terminate performance of work under the 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 Contractor a Notice of Termination specifying the extent of termination and the effective date.
- B. After receipt of a Notice of Termination, and except as directed by Owner, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:
 - 1. Stop work as specified in the notice;
 - 2. Place no further subcontracts or orders (referred to as subcontracts in this Article) for materials, services or facilities, except as necessary to complete the continued portion of the Work;
 - 3. Assign to Owner, as directed by Owner, all right, title, and interest of 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 Article;

4. As directed by Owner, transfer title and deliver to Owner:
 - a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and
 - b. 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;
 5. Complete performance of the Work not terminated;
 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 Contractor and in which Owner has or may acquire an interest;
 7. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in paragraph B4 above; provided, however, that 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.
- C. After termination, Contractor shall submit a final termination settlement proposal to Owner in the form and with the certification prescribed by Owner. Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by Owner upon written request by Contractor within this one-year period. However, if Owner determines that the facts justify it, a termination settlement proposal may be received and acted on after one year or any extension.
- D. Contractor and Owner may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. The Contract shall be amended, and Contractor paid the agreed amount. Paragraph E below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- E. If Contractor and Owner fail to agree on the whole amount to be paid Contractor because of the termination of work, Owner shall pay Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under Paragraph D above:
1. For Work performed before the effective date of termination, the total (without duplication of any items) of:
 - a. The cost of this Work;
 - b. 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 subdivision (a) above; and

- c. A markup, including overhead and profit, on (a) above as is determined for pricing changes.
 2. The reasonable costs of settlement of the work terminated, including:
 - a. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - b. The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - c. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- F. 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 Contractor under Paragraph E 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.
- G. In arriving at the amount due Contractor under this Article, there shall be deducted:
 1. All unliquidated advances or other payments to Contractor under the terminated portion of the Job Order;
 2. Any claim which Owner has against Contractor under the Contract; and
 3. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Contractor or sold under the provisions of this Article and not recovered by or credited to Owner.
- H. If the termination is partial, Contractor may file a proposal with Owner for an equitable adjustment of the price(s) of the continued portion of the Job Order. Any proposal by Contractor for an equitable adjustment under this Article 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 Contractor of the terminated portion of the Job Order, if Owner believes the total of these payments will not exceed the amount to which Contractor will be entitled.
- I. If the total payments exceed the amount finally determined to be due, Contractor shall repay the excess to Owner upon demand.
- J. Unless otherwise provided in this Contract or by statute, 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 Contractor's costs and expenses under this Contract. Contractor shall make these records and documents available to Owner, at Contractor's office, at all reasonable times, without any direct charge. If approved by Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.
- K. Contractor shall have the right of appeal, under the Disputes Article, from any determination made by Owner under Paragraph C, E, or I, except that if Contractor failed to submit the termination settlement proposal within the time provided in Paragraph E or I, and failed to request a time extension, there is no right of appeal. If Owner has made a determination of the amount due under Paragraph C, E, or I, Owner shall pay Contractor

the amount determined by Owner if there is no right of appeal or if no timely appeal has been taken, or the amount finally determined on an appeal.

ARTICLE 27

DEFAULT

- A. If 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, after thirty (30) days Owner may, by written notice to Contractor, terminate the right to proceed with the Work (or separable part of the Work) that has been delayed. 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 work site necessary for completing the Work.
- B. Contractor's right to proceed shall not be terminated under this Article, if:
1. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:
 - a. acts of God or of the public enemy,
 - b. acts of Owner in its contractual capacity,
 - c. acts of another contractor in the performance of a contract with Owner,
 - d. fires,
 - e. floods,
 - f. epidemics,
 - g. quarantine restrictions,
 - h. strikes,
 - i. freight embargoes,
 - j. 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 job area for the previous ten (10) years, as compiled by the United States Department of Commerce National Weather Service.), or
 - k. delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and the subcontractors or suppliers; and
 2. 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 under the Disputes Article.

- C. If, after termination of Contractor's right to proceed, it is determined that 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.
- D. The rights and remedies of Owner in this Article are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 28

SAFETY

- A. Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970, all applicable State and local laws, ordinances, and regulations during the performance of the Work. Contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, if any, agents, employees, and assigns and their failure to comply with such safety rules and regulations.
- B. 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.
- C. Contractor shall provide his employees safety training to include special training prior to working with hazardous materials or operations.
- D. Contractor shall provide warning signs, barricades and verbal warnings as required.
- E. Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening catastrophes.
- F. Contractor shall promptly notify Owner of any accident involving personnel or damage to material and equipment. Copies of the "First Report of Injury (E-1 form)" and accident investigation reports of accidents as required, shall be provided to Owner.
- G. Contractor shall maintain a set of OSHA articles at the Jobsite as they apply to the work being performed. Copies shall be provided to Owner when requested.
- H. Contractor shall submit to Owner a copy of their firm's 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 Contractor within fourteen (14) calendar days after issuance of the initial Job Order.
- I. 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 Contractor along with their safety policies and program procedures.

- J. Contractor shall provide and maintain on the Jobsite, at all times, a completely stocked first aid kit, which contains all standard emergency medical supplies.
- K. Contractor shall make available for its employees and those of its subcontractors, while they are performing work on the Jobsite, emergency medical treatment either at the Jobsite or at a nearby medical facility.
- L. Owner reserves the right to approve prior to commencing work and monitor Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Owner, shall be just cause for the complete termination of the Job Order in accordance with Article 27 entitled Default.

ARTICLE 29

USE AND POSSESSION PRIOR TO COMPLETION

- A. 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 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 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.
- B. While Owner has such possession or use, 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 the Article in this Contract entitled "Permits and Responsibilities." If prior possession or use by Owner delays the progress of the Work or causes additional expense to Contractor, an equitable adjustment shall be made in the Job Order price or the time of completion, and the Job Order shall be modified in writing accordingly.

ARTICLE 30

OTHER CONTRACTS

Owner may undertake or award other contracts for additional work at or near the site of work under this Contract. Contractor shall fully cooperate with the other 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. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Owner's employees.

ARTICLE 31

DISSEMINATION OF CONTRACT INFORMATION

Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to performance of the Contract, without prior consent of Owner.

ARTICLE 32

PERFORMANCE AND PAYMENT BONDS

For all Job Orders over the bid threshold or required by Owner, Contractor shall furnish Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the Work. Bonds will be submitted on a per job basis. The Performance and Payment Bonds must be submitted to Owner within ten (10) calendar days after award of the Contract. A Notice to Proceed will not be issued until properly executed bonds are received and accepted by Owner.

ARTICLE 33

INSURANCE

A. Contractor shall purchase and maintain in effect during the entire period of this contract, including any maintenance period thereof, insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims, which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

- 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.

EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than:

- \$1,000,000 Each Accident
- \$1,000,000 Each Employee for Disease
- \$1,000,000 Policy Limit for Disease

- 2. 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
- \$2,000,000 Each Occurrence

- 3. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non-owned motor vehicles used in connection with the work being performed under the contract with limits of liability not less than:

\$1,000,000	Each Person for Bodily Injury
\$1,000,000	Each Accident for Bodily Injury
\$1,000,000	Each Occurrence for Property Damage

- B. The policies providing Commercial General Liability and Automobile Liability insurance as required in Paragraphs A.2 and A.3 shall be endorsed to name Owner as Additional Insured as respects Contractor's operations in performance of this contract. Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.
- C. All policies providing Contractor's insurance as required in Paragraphs A.1, A.2, and A.3 above shall be endorsed to provide the following:
 - 1. Thirty-days written notice of cancellation or non-renewal to Owner at the address designated elsewhere in the contract for Notices.
 - 2. Waiver of subrogation in favor of Owner.
- D. 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.
- E. 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 notice of award of Contract. 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).
- F. Contractor shall require any and all subcontractors performing work under this contract to carry insurance of the types and with limits of liability, as Contractor shall deem appropriate and adequate for the work being performed. Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverages carried by such subcontractors.

ARTICLE 34

INDEMNIFICATION

To the extent permitted by A.R.S. § 41-621 and § 35-154, the District shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this contract. Each party to this contract is responsible for its own negligence.

ARTICLE 35**CONTRACT ORDER OF PRECEDENCE**

In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Contract Modifications, if any;
2. The Contract Articles including Attachments;
3. Job Orders;
4. Drawings; and
5. Specifications.

ARTICLE 36**NOTICES**

All notices to either party by the other shall be delivered personally or sent by U. S. registered or certified mail, postage prepaid, to the addresses set forth to such other addresses as the parties may hereafter designate by written notice. And shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein.

ARTICLE 37**SEVERABILITY**

If any provision of this Contract, or the application thereof to any person or circumstances is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Contract in the event any provision hereof is declared illegal, invalid, or unenforceable.

ARTICLE 38**WAIVERS**

- A. Neither Owner's review, approval or acceptance of, nor payment for, the Work required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of the Contract, and Contractor shall be and remain liable to Owner in accordance with applicable law and the terms of this Contract for all damages to Owner caused by Contractor's negligent act, error or omission in the performance of any of the Services furnished under this Contract.
- B. The waiver by Owner of any breach of any term, covenant, condition, or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same, or of a breach of any other term, covenant, condition, or agreement herein contained.

ARTICLE 39

MERGER

This Contract sets forth the entire agreement between the parties with respect to the subject matter thereof, and supersedes and replaces all proposals, negotiations, representations, and implied obligations. The obligations, liabilities and remedies set forth herein are exclusive and shall operate as limitations on any action brought in connection with the Services, including an action in tort.

ARTICLE 40**NON-AVAILABILITY OF FUNDS**

Every payment obligation of the District under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the District at the end of the period for which funds are available. No liability shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

ARTICLE 41**AUDIT OF RECORDS**

Pursuant to A.R.S. §§35-214-AND 35-215, the contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this contract for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

ARTICLE 42**CANCELLATION FOR CONFLICT OF INTEREST**

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

ARTICLE 43**COMPLIANCE WITH FEDERAL AND STATE REQUIREMENTS**

Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Contractor shall comply, when working on any federally assisted projects with the following:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O’Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 (“EDGAR”),
11. 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)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.

ARTICLE 44

THIRD PARTY ANTITRUST VIOLATIONS

The Contractor assigns to the State any claim for overcharges, resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this contract.

ARTICLE 45

BUY AMERICAN

Contractor agrees to comply with the Buy American Provision as it applies to construction projects that use funds appropriated by the American Recovery Reinvestment.

ARTICLE 46

FEDERAL GRANT MONIES

When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (EDGAR)**.

ARTICLE 47

COMPLIANCE WITH WORKFORCE REQUIREMENTS

Pursuant to ARS § 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS § 23-214 subsection A, which states, "...every employer, after hiring and employee, shall verify the employment eligibility of the employee through the E-Verify program."

ARTICLE 48

TIME IS OF ESSENCE

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement entered into as of the day and year first written above.

1 Government Procurement Alliance

Christy Knorr
President

By: Christy Knorr

Paradise Valley Unified School District No. 69

Eva Calles
Director of Purchasing

By: *Eva Calles*

Contractor: CORE Construction, Inc.

Todd Steffen
President

By:  Todd Steffen (May 10, 2023 14:50 PDT)

ATTACHMENT "A"

MASTER AGREEMENT PRICING COEFFICIENTS

- 1.0 Contractor shall furnish all operations necessary and required in accordance with the terms and conditions of the Contract, and as further specified in individual Job orders.
- 2.0 Coefficients shall include all costs associated with performing the work as follows: The direct cost of doing the work, project management, supervision, labor, overhead, general and administrative, profit, project office expenses, mobilization and close-out costs, insurance, waste and excess material, compliance with environmental laws, work site signs, barriers, pre-construction services, and the 1GPA 1% administration fee.
- 3.0 Pricing the Work.
 - 3.1 The actual pricing for work performed under the Contract will be based on the mutually agreed quantities applied to the R.S. Means Facilities Construction Cost Data, latest edition, total weighted average City Cost Index, as adjusted by application of the appropriate coefficient as set forth above.
 - 3.2 The currently applicable (current version for the locale of the work) R.S. Means Facilities Construction Cost Data, herein called the Unit Price Book contains pricing information for the work to be accomplished in the unit of measure specified. The Unit Price Book will be updated effective upon receipt by Contractor of any periodic updating issued by the publisher. Previously issued Job Orders and changes will not be retroactively repriced although any changes priced after receipt of an update will be priced by the updated version of the Unit Price Book.
 - 3.3 See attached Cost Form for Contractor's coefficients and/or discounts at the end of this document.
- 4.0 Hours of Work.
 - 4.1 Standard hours of work will be from 7:00 AM to 4:00 PM, Monday through Friday, unless alternate standard hours are agreed to and adopted. Contractor may work on weekends and holidays as approved by District. No adjustment in fees shall apply to different work hours. Prices shall be based on total job cost.

ATTACHMENT "B"

MASTER AGREEMENT OPEN BOOK PRICING

- 1.0 Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment, transportation, insurance, taxes, bonds, overhead and profit to perform all operations necessary and required in accordance with the terms and conditions of the Contract, and as further specified in individual Job orders.
- 2.0 Pricing the Work
 - 2.1 Open book pricing shall consist of direct job cost, project-specific general conditions, and a fixed overhead and profit multiplier. Bond cost and transaction privilege tax (sales tax) will be added to open book pricing for total job order cost.
 - 2.2 Direct job cost shall be based upon firm price quotes from contractors in the contract's approved subcontractor list. To the extent practicable, contractor shall obtain firm price quotes from three subcontractors for each discipline applicable to the project. If three quotes cannot reasonably be obtained for a discipline, contractor shall make known the reasons contractor was unable to obtain additional price quotes.

Direct costs shall include large rental equipment, such as cranes.
 - 2.3 Contractor shall select subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone. A qualification and price selection may be a one-step selection based on a combination of qualifications and price or a two-step selection. In a two-step selection, the first step shall be based on qualifications alone and the second step may be based on a combination of qualifications and price or on price alone.
 - 2.4 If the District objects to a selected subcontractor, District shall make the objection and the reasons for the objection known to the contractor. Contractor shall then present an acceptable subcontractor for the applicable discipline. District shall not unreasonably object to or withhold approval of a subcontractor.
 - 2.5 General conditions are requirements directly related to the work, but not included in direct construction cost. General conditions shall include, but are not limited to, project management, estimating, quality control, administrative labor, field office equipment, materials and supplies, vehicles, cell phones, dumpsters, travel and subsistence, temporary field office rental and utilities, submittals and operations and maintenance manuals, small tools, face and clothing protection, project scheduling, compliance with environmental laws, and marketing.
 - 2.6 Overhead and Profit shall include any preconstruction services costs and the 1GPA 1% Fee. Overhead and Profit shall be assessed as a fixed multiplier applied to direct project cost and general conditions cost.
 - 2.7 To document contract compliance, each job order using open book pricing shall include a completed price summary and general conditions costs.
 - 2.8 See attached Cost Form for Contractor's Pricing Schedule at the end of this document.

ATTACHMENT "C"**SCOPE OF SERVICES****1.0 GENERAL INFORMATION**

This is an indefinite quantity type contract for the performance of a broad range of renovation/small construction, and or repair or maintenance work 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.

2.0 WORK AUTHORIZATION

Any work required under this Contract shall be authorized by issuance of formal, written Job Orders, as follows:

2.1 As the need exists (as determined by Owner) for performance under the terms of this Contract, Owner will notify Contractor of an existing requirement.

2.2 Upon the receipt of this notification, Contractor shall respond within two (2) working days, or as otherwise agreed, by:

2.2.1 Visiting the proposed site in the company of Owner, or;

2.2.2 Establishing contact with Owner to further define the scope of the requirement.

2.3 After mutual agreement on the scope of the individual requirement, Contractor shall then prepare a proposal for accomplishment of the task.

2.4 The Unit Price Book and Open Book Pricing shall serve as the basis for establishing the value of the work to perform. Owner and Contractor shall agree to the pricing method prior to start of project.

2.5 Contractor's proposal shall be submitted within ten (10) working days unless otherwise agreed.

2.6 Upon receipt of Contractor's proposal, Owner will review the proposal for completeness and will reach agreement with Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.

2.7 In the event Owner does not issue a Job Order after receipt of Contractor's proposal, Owner is not obligated to reimburse Contractor for any costs incurred in the preparation of the proposal.

3.0 SCHEDULING OF WORK

3.1 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 Contractor. 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 Contractor considers the Work complete and ready for its intended use, Contractor shall request Owner to inspect the Work to determine the status of completion. When Owner determines the Work to be substantially Complete, Owner will issue a Certificate of Substantial Completion with a list of items to be completed or corrected prior to final payment for the Job Order. Contractor shall proceed promptly to complete and correct items on the list.

- 3.2 Job placement of materials and equipment shall be made with a minimum of interference to Owner operations and personnel.
- 3.3 Furniture and portable office equipment in the immediate work area will be moved by 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 Contractor for any such transportation and storage costs incurred.
- 3.4 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 Contractor at no cost to Owner.
- 3.5 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 final approval.

4.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

If requested by Owner, 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 representatives.

5.0 DESIGN

Contractor's duties under the Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's design plans. Contractor agrees to provide detailed design drawings and plans if requested by Owner. Compensation for detailed design, if provided, will be negotiated by the parties hereto.

6.0 OWNER-FURNISHED UTILITIES

Owner shall provide free of charge to Contractor utilities and toilet facilities that are existing and available at each site for work performed under the Contract. If utilities and/or toilet facilities are not existing and available, an equitable price will be negotiated and included in the Job Order to compensate Contractor for providing such items.

6.1 Water:

Owner shall furnish to Contractor from existing Owner facilities and without cost to Contractor, a supply of water necessary for the performance of work under this contract. Owner will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply.

It is the responsibility of Contractor to determine the extent to which existing Owner water supply source is adequate for the needs of the Contract.

All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of Contractor. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by Owner. Said taps, connections, and accessory equipment shall be maintained by Contractor in a workmanlike manner in accordance with the rules and regulations of the local authority.

Upon completion of the Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of Owner.

6.2 Electricity:

Owner shall furnish to Contractor from existing Owner facilities and without cost to Contractor, electricity necessary for the performance of work under this Contract. It is the responsibility of Contractor to determine the extent to which existing Owner electrical facilities are adequate for the needs of the Contract.

All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of Contractor. All work in connection therewith shall be coordinated, scheduled and performed as directed and approved by Owner. Said taps, connections, and accessory equipment shall be maintained by Contractor in a workmanlike manner in accordance with the rules and regulations of the local authority.

Upon completion of the Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor 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.

7.0 WORKS 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.

PRICE SCHEDULE FORM

JOB ORDER CONTRACTING FOR GENERAL CONTRACTORS – 23-15PV

Contractor: CORE

UNIT PRICE BOOK

Firm-fixed coefficients shall include all costs associated with performing the work as follows: The direct cost of doing the work, project management, supervision, labor, overhead, general and administrative, profit, project office expenses, mobilization and close-out costs, insurance, waste and excess material, compliance with environmental laws, work site signs, barriers, pre-construction, and the 1GPA 1% administration fee.

Coefficient/Multiplier should exclude Non-Pre-Priced (NPP) items, Design Services, Bonds, Permits, and Sales Tax. Do not leave blank spaces in the coefficient column, enter zero ("0") where necessary.

Unit Price Book utilized: RS Means

Unit Price Book Methodology		Coefficient	Comments
A.	Coefficient for Base JOC work, Monday through Friday normal working hours	___ <u>1</u> . <u>0</u> <u>0</u>	
B.	Coefficient for JOC work, after hours, weekends and holidays, etc.	___ <u>1</u> . <u>0</u> <u>0</u>	
C.	Coefficient for JOC work, Davis Bacon	___ <u>1</u> . <u>0</u> <u>0</u>	
D.	Location adjustment multipliers	___ <u>1</u> . <u>0</u> <u>0</u>	
E.	Markup for Non-Pre-Priced items (NPP)	___ <u>1</u> . <u>0</u> <u>0</u>	

Coefficients above apply to the following regions:

Arizona:

Entire State

Region 1 Counties:

Maricopa

Pinal

Gila

Region 2 Counties:

Pima

Santa Cruz

Region 3 Counties:

Coconino

Yavapai

Region 4 Counties:

La Paz

Yuma

Region 5 Counties:

Graham

Greenlee

Cochise

Region 6 Counties:

Mohave

Region 7 Counties:

Navajo

Apache



4/11/23

Authorized Signature

Date

Gary Wenk, Executive Vice President

Printed Name and Title

PRICE SCHEDULE FORM

JOB ORDER CONTRACTING FOR GENERAL CONTRACTORS – 23-15PV

Contractor: CORE

OPEN BOOK PRICING

Open book pricing shall consist of direct job cost, project-specific general conditions, and a fixed overhead and profit multiplier. Bond cost and transaction privilege tax (sales tax) will be added to open book pricing for total job order cost.

Overhead and Profit shall include pre-construction services, and the 1GPA 1% Fee. Overhead and Profit shall be assessed as a fixed multiplier applied to direct project cost and general conditions cost.

Provide Overhead and Profit percentage breakout for the following total cost project size brackets. Do not leave blank spaces in the maximum overhead & profit column, enter zero ("0") where necessary:

Total Cost Project Size		Maximum Overhead & Profit
A.	\$1.00 - \$50,000	<u> 9 </u> . <u> 0 </u> <u> 0 </u> %
B.	\$50,001 - \$100,000	<u> 9 </u> . <u> 0 </u> <u> 0 </u> %
C.	\$100,001 - \$250,000	<u> 8 </u> . <u> 5 </u> <u> 0 </u> %
D.	\$250,001 - \$500,000	<u> 8 </u> . <u> 0 </u> <u> 0 </u> %
E.	\$500,001 - \$1,000,000	<u> 7 </u> . <u> 0 </u> <u> 0 </u> %
F.	Over \$1,000,000	<u> 6 </u> . <u> 0 </u> <u> 0 </u> %

Overhead & Profits above apply to the following regions:

Arizona:

Entire State

Region 1 Counties:

- Maricopa
- Pinal
- Gila

Region 2 Counties:

- Pima
- Santa Cruz

Region 3 Counties:

- Coconino
- Yavapai

Region 4 Counties:

- La Paz
- Yuma

Region 5 Counties:

- Graham
- Greenlee
- Cochise

Region 6 Counties:

- Mohave

Region 7 Counties:

- Navajo
- Apache



4/11

Authorized Signature

Date

Gary Wenk, Executive Vice President

Printed Name and Title

PRICE SCHEDULE FORM

JOB ORDER CONTRACTING FOR GENERAL CONTRACTORS – 23-15PV

Contractor: CORE

LABOR RATE PRICING

If utilizing OPEN BOOK pricing, provide labor rates you would use for general conditions:

Labor	Hourly Rates
Project Manager	\$ 124
Superintendent	\$ 122
General Foreman	\$ N/A
Journeyman	\$ N/A
	\$
	\$

Labor	Hourly Rates
Assistant PM	\$ 92
Project Accountant	\$ 98
	\$
	\$
	\$
	\$

BONDS

Provide a percentage for bond expenditures (i.e. payment and performance bonds): 1 %

REIMBURSABLE EXPENSES

Provide a list of what your firm considers reimbursable expenses: None

TRAVEL EXPENSE REIMBURSEMENT

The Contractor shall not be reimbursed for travel time. If approved by the Member, in-state and out-of-state travel expenses shall be reimbursed in accordance with the State of Arizona, General Accounting Office, Travel Reimbursement Rates.

GW ← INITIAL here to acknowledge statement

1GPA ADMINISTRATION FEE

1GPA's 1% administration fee shall be included in offeror's fees, coefficients, and/or discounts. Contractor shall not add the administration fee as a separate line item to any quote to a Member.

GW ← INITIAL here to acknowledge statement



Authorized Signature

4/11/23

Date

Gary Wenk, Executive Vice President

Printed Name and Title










Master JOC Agreement 23-15PV-04 - CORE

Final Audit Report

2023-05-10

Created:	2023-05-10
By:	Claudia Leon (cleon@1gpa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUTt22Yt9_uWmV5WLggNA2qtrDj-8dUnf

"Master JOC Agreement 23-15PV-04 - CORE" History

-  Document created by Claudia Leon (cleon@1gpa.org)
2023-05-10 - 0:08:49 AM GMT
-  Document emailed to Staff.Eva Calles (ecalles@pvschools.net) for signature
2023-05-10 - 0:09:55 AM GMT
-  Email viewed by Staff.Eva Calles (ecalles@pvschools.net)
2023-05-10 - 5:35:00 PM GMT
-  Document e-signed by Staff.Eva Calles (ecalles@pvschools.net)
Signature Date: 2023-05-10 - 5:36:32 PM GMT - Time Source: server
-  Document emailed to toddsteffen@coreconstruction.com for signature
2023-05-10 - 5:36:33 PM GMT
-  Email viewed by toddsteffen@coreconstruction.com
2023-05-10 - 7:32:00 PM GMT
-  Signer toddsteffen@coreconstruction.com entered name at signing as Todd Steffen
2023-05-10 - 9:50:44 PM GMT
-  Document e-signed by Todd Steffen (toddsteffen@coreconstruction.com)
Signature Date: 2023-05-10 - 9:50:46 PM GMT - Time Source: server
-  Agreement completed.
2023-05-10 - 9:50:46 PM GMT



Contract Extension/Amendment

3/20/2025

CORE Construction Inc.
13835 N Northsight Blvd Suite 100
Scottsdale, Arizona, 85260
Attn: Todd Steffen

Re: Extension Agreement for Job Order Contracting for General Contractors, Contract # 23-15PV-04-E2

The above-referenced contract is hereby mutually extended for an additional one (1) year period until 05/17/2026. This is the third year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and returning this signed Contract Extension with the following documentation:**

- Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance)
- Updated Contact Information Sheet

Please check the box next to the appropriate contract price update:

- No contract pricing updates. Current price on file is accurate.
- Our contract pricing is based on a firm-fixed price list. We are providing an updated firm-fixed price list for 1GPA's approval with this extension.
- Our contract pricing is based on a percentage discount. We are providing new price lists for 1GPA's approval with this extension. *Note: Percentage Discounts remain the same as per contract terms and conditions.*
- We are aware of new price lists that will be available during the upcoming contract year. We will present those when received. Current price lists will remain on file until updated price lists are received and approved by 1GPA.


Please include a brief description of all the price updates below:

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for approval.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature: 	
Printed Name: Todd Steffen	
Title: President	Date: 03/20/2025

Approvals/Authorized Signatures:

1GPA and Paradise Valley Unified School District have reviewed this contract extension. Each party's signature indicates approval. The absence of a signature indicates non-approval.

 Christy Knorr

Christy Knorr, President
1GPA

 Eva Calles

Eva Calles, Director of Purchasing
Paradise Valley Unified School District

04/30/2025

05/05/2025

COURT BUILDING REMODEL

FACILITIES/COURT

To remodel the courts main entrance, lobby, Judge's bench and three service windows as advised by the Arizona Supreme Court in their Administrative Order No. 2015-104. A mandatory requirement of bullet resistant shielding at



our three (3) public service windows and the judge's bench is necessary. The remodel of the court lobby is necessary in order to improve security screening of citizens and provide increased protection of court staff against any possible hostile action.

During the remodel, a temporary structure (included in the cost estimate) is necessary in order to continue to conduct court business as this structure would act as a security screening check point for citizens prior to entering the court. Dick & Fritsche Design Group (DFDG) has created a concept design and cost estimate in the amount of \$751,730.00 to complete.

CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment									
Buildings	10-GEN/ 15-COURT ENHANCE	Taxes/ Fees	\$550,000/ \$240,000					\$790,000	\$790,000
Improvements									
Total			\$790,000					\$790,000	\$790,000



REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to adopt Resolution R26-04-03 establishing the El Mirage Community Partnership Grant Program, including the policy, application, evaluation criteria, and review process. (Administration)

MEETING DATE: 04/07/2026

AGENDA SECTION: Regular

SUBMITTED BY: Regan Jepson,
Community Partnership
Administrator

DEPARTMENT: Community Services

BACKGROUND:

Describe the benefit to the organization and/or community: The El Mirage Community Partnership Grant Program (“Program”) establishes a structured, competitive process to allocate one-time funding to qualified nonprofit organizations providing health and human services directly to El Mirage residents.

The Program formalizes how the City partners with nonprofit providers, supports service delivery to residents, and ensures that funding decisions are based on consistent evaluation criteria, public deliberation, and Council approval. The Program is designed to enhance access to services that support resident well-being while maintaining accountability through defined reporting and compliance requirements.

Describe how this item aligns with an operational need, city priority, or strategic goal: This item implements the City’s FY2026–2028 Strategic Plan priority to strengthen and expand community services. The Program provides an operational framework to administer grant funding, establish evaluation standards, and ensure consistent processes for application review, recommendation, and Council decision-making.

Describe the timing considerations for approval of this item: Approval of the resolution establishes the Program framework and allows staff to initiate the grant cycle in alignment with the City’s annual budget process.

Describe any anticipated impact this item might have on residents, businesses, or operations: If approved, the Program provides a formal mechanism to support nonprofit organizations delivering services such as youth programming, food assistance, mental and behavioral health services, and senior support.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable: The Program is administered in accordance with applicable laws and requirements, including: A.R.S. § 42-11154 (nonprofit eligibility requirements),

Arizona Open Meeting Law, and El Mirage City Code § 30.33 (non-discrimination and equal access)

The Community Partnership Grant Review Committee is advisory only and has no authority to approve, deny, or award funding. All final funding decisions remain with the City Council at a duly noticed public meeting.

RECOMMENDATION:

Staff recommends adoption of Resolution R26-04-03 establishing the El Mirage Community Partnership Grant Program, including the policy, application, evaluation criteria, and review process.

PREVIOUS RELATED COUNCIL ACTION:

In FY2025–2026, \$50,000 was budgeted in contingency to support community-based organizations.

PROPOSED MOTION:

I move to adopt Resolution R26-04-03 establishing the El Mirage Community Partnership Grant Program, including the policy, application, evaluation criteria, and review process.

BUDGETED: Yes

CIP: No

MULTI-YEAR: Yes

Fiscal Impact

AMOUNT REQUESTED: n/a

FISCAL YEAR: n/a

ACCOUNT NUMBER: n/a

ACCOUNT NAME: n/a

ATTACHMENTS

Resolution 26-04-03 Packet

RESOLUTION R26-04-03

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, APPROVING THE EL MIRAGE COMMUNITY PARTNERSHIP GRANT PROGRAM; ESTABLISHING A COMMUNITY PARTNERSHIP GRANT REVIEW COMMITTEE; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO IMPLEMENT AND ADMINISTER THE PROGRAM

WHEREAS, the City Council adopted the El Mirage Strategic Plan for fiscal years 2026-2028, which identifies strengthening and expanding community services as a priority to ensure residents have access to essential programs that support overall well-being; and

WHEREAS, in fiscal year 2025-2026, \$50,000 was appropriated through the City of El Mirage's budget to support community-based organizations; and

WHEREAS, City staff have developed the El Mirage Community Partnership Grant Program ("Program"), including a policy framework, application materials, evaluation criteria, and reporting requirements, to establish a transparent and competitive process for awarding one-time funding to qualified nonprofit organizations that provide direct health and human services to El Mirage residents; and

WHEREAS, the Program is intended to strengthen partnerships with nonprofit organizations, enhance service delivery, and address evolving community needs; and

WHEREAS, the City Council desires to establish a committee of Councilmembers to review applications and provide recommendations regarding funding awards

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of El Mirage, Arizona, as follows:

Section 1. Program Approval. The El Mirage Community Partnership Grant Program is approved in substantially the form described in Exhibits A, B, C, and D, with non-substantive administrative modifications authorized by the City Manager.

Section 2. Program Administration. The City Manager or designee is authorized to issue an annual Notice of Funding Opportunity and to administer the Program.

Section 3. Establishment of Review Committee. The City Council establishes the Community Partnership Grant Review Committee ("Committee"). The Committee shall consist of three members of the City Council, appointed by the Mayor. The Mayor may serve as one of the appointed members. Members shall

serve one-year terms, may be reappointed, and may select a chair. Committee members shall comply with all applicable laws and conflict of interest requirements and shall refrain from participating in the review of any application in which they have a financial, relational, political, or personal interest.

Section 4. Duties and Authority. The Committee shall review and evaluate eligible grant applications using City Council-approved evaluation criteria, deliberate in public meetings, and provide non-binding recommendations to the City Council. The Committee has no authority to approve, deny, or award funding.

Section 5. Open Meeting Law Compliance. The Committee is a public body and shall comply with all applicable requirements of the Arizona Open Meeting Law.

Section 6. Final Authority. The Committee's recommendations are advisory only and not binding on the City Council. All grant awards require approval by the City Council at a duly noticed public meeting. No funds shall be awarded or distributed unless and until funding has been formally approved and appropriated by the City Council. Funding is subject to annual appropriation and does not constitute a continuing obligation of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of El Mirage, Arizona, this 7th day of April 2026.

Alexis A. Hermosillo, Mayor

ATTEST:

APPROVED AS TO FORM:

Jill A. Boltz, City Clerk

Justin Pierce, City Attorney

Exhibit A

El Mirage Community Partnership Grant Program Policy

Program Overview

The City of El Mirage Community Partnership Grant Program aims to support nonprofit organizations delivering vital health and human services directly to residents. Health and human services refer to programs, projects, or activities that improve the general health, including physical, mental, emotional, or social well-being, of individuals and families.

These services address basic needs, promote safety and stability, and enhance residents' overall quality of life. Community members, such as low-income families, seniors, youth, and those facing financial struggles or homelessness, may face barriers to accessing needed support and resources. This initiative provides one-time funding to qualified 501(c)(3) nonprofit corporations and other qualified charitable or nonprofit organizations as provided for in A.R.S. §42-11154, enabling them to operate programs or projects that enhance the overall well-being of the community.

Funding Availability and Limitations

The El Mirage Community Partnership Grant Program is offered annually, subject to available funding. Funding is provided on a one-time basis for the City's fiscal year, July 1 through June 30, and is awarded through a competitive process. Applicants may submit multiple applications; however, each application must represent a distinct program or project. The maximum award for any single program or project is \$10,000.

Each application must specify the minimum funding required. Applications are evaluated using City Council-approved evaluation criteria. The El Mirage City Council retains final authority over all funding decisions.

Participation in this program does not create an entitlement to funding. All funding is subject to City Council appropriation. The City reserves the right to reject any or all applications and to make funding decisions in the City's best interest.

Applicant Eligibility and Requirements

The grant application process is competitive. Only nonprofit organizations that have received official 501(c)(3) tax-exempt status or a letter of determination recognizing nonprofit status pursuant to A.R.S. §42-11154 from the Internal Revenue Service (IRS) and directly serve El Mirage residents are eligible to apply. The full eligibility requirements are outlined in detail below.

Applicants must demonstrate the following:

1. The applicant must be a 501(c)(3) nonprofit corporation or other qualified charitable or nonprofit organization as provided for in A.R.S. §42-11154.
2. The applicant must provide direct health and human services to El Mirage residents and demonstrate how the program or project improves resident well-being.

3. The applicant must demonstrate the ability to generate revenue from sources other than the City of El Mirage.
4. The applicant must submit the required documents to satisfy eligibility requirements:
 - a. Proof of 501(c)(3) status or IRS determination letter under A.R.S. §42-11154.
 - b. Organizational mission statement.
 - c. Board of Directors list, including roles and affiliations.
 - d. Last two years of IRS Form 990 filings (or explanation if not required to file).
 - e. Completed application signed by an authorized representative.
5. If awarded, the applicant must register with the City of El Mirage as a vendor and provide an IRS Form W-9 to receive funds.
6. If awarded, the applicant must demonstrate satisfactory progress toward stated goals and objectives and provide timely and accurate reports as required by the City.

Application Process and Schedule

All dates and materials will be posted on the City's website. The grant recipients will receive funding and begin programming on or after July 1 at the start of the City's fiscal year. Annual reports by grant recipients are due by a date specified by the City before the end of the fiscal year.

January – April

- Grant Application Informational Meeting
- Application Opens and Notice of Funding Opportunity
- Application Submission Deadline

April – June

- Review Committee Evaluation and Deliberation
- Development of Committee Recommendations for City Council Consideration
- City Council Approval of Final Awards
- Applicant Notifications and Notice of Award

July 1 – June 30

- Grant Recipient Funding and Program or Project Implementation

By Date Specified by the City (Prior to Fiscal Year End)

- Annual Reports by Grant Recipients Due

Notice of Funding Opportunity

At the start of each cycle, the City issues a Notice of Funding Opportunity (NOFO) outlining the estimated available funds, eligibility requirements, and application instructions. An informational meeting is held before the release to explain the application process and scoring criteria.

Applications must be submitted within the designated timeframe; late or incomplete submissions are not accepted.

Review, Evaluation, and Award Process

The grant review and award process is designed to ensure that all applications are evaluated using a standardized and consistently applied process.

The City Manager, or designee, will verify application eligibility, completeness, and compliance with program requirements. Incomplete or ineligible applications will not be reviewed. The City Manager, or designee, will also provide administrative and technical support to the Community Partnership Grant Review Committee (“Committee”) including coordinating materials, facilitating meetings, and preparing summary materials reflecting the Committee’s recommendations.

Eligible applications will be forwarded to the Committee for evaluation. The Committee will review and evaluate applications using City Council-approved evaluation criteria and the adopted scoring rubric.

Recommendations shall be based on the adopted evaluation criteria and scoring results. Any deviation from scoring results must be supported by documented rationale tied to the adopted evaluation criteria.

Committee deliberations and comparisons of applications shall occur only during publicly noticed meetings. Based on its review, scoring results, and public deliberation, the Committee will develop non-binding funding recommendations for City Council consideration.

City Council Action and Notice of Award

The City Council retains full authority to approve, modify, or deny any funding award. Following City Council approval of grant awards, the City will notify all applicants and issue a Notice of Award to successful organizations, with award information also posted on the City’s website. All grant awards are subject to City Council approval at a duly noticed public meeting.

The Council may approve alternate Notice of Award recipients. Alternate recipients are eligible for funding if the awarded applicant declines.

Awards become effective upon acceptance and signature by an authorized representative. Funding is released at the start of the fiscal year, and grant recipients may begin implementing their approved program or project on or after July 1.

Applicants may decline an award, and failure to respond within 60 days of Notice of Award may result in withdrawal. The City Manager shall notify alternates of funding awards should any

withdrawal occur. Any significant changes to the approved program, budget, or service delivery model must be submitted in writing and approved by the City Manager before implementation. The City does not retain unfunded applications and must be resubmitted in future cycles. All applicants, regardless of prior award status, must reapply for subsequent funding cycles.

Grant Recipients and Compliance

Upon accepting the award, grant recipients are responsible for participating in regularly scheduled check-ins and submitting an annual report documenting program activities, expenditures, and measurable progress toward stated goals. Reports must demonstrate how grant funds benefited El Mirage residents and include both narrative and financial components. Recipients must track and report verifiable outcomes, such as the number of residents served, types of services provided, and progress toward program goals, and may be asked to provide supporting documentation during the reporting period. A standardized reporting template will be provided.

Continued eligibility for future funding depends on timely, accurate reporting and satisfactory program performance. Failure to meet reporting requirements, misuse of funds, or failure to deliver the approved program may result in ineligibility for subsequent funding cycles. Final annual closeout reports, including completed goal measurements, must be submitted by the City-established deadline. Recipients may also be asked to present their annual report to the City Council at the end of the grant cycle. Programs supported by this grant must acknowledge the City of El Mirage Community Partnership Grant Program in public materials related to the funded project, when appropriate.

Supplemental Documents

The following documents accompany the City of El Mirage Community Partnership Grant Program Policy:

- Application Materials and Instructions
- Evaluation Scoring Rubric
- Community Partnership Grant Committee Process

Exhibit B

Application Questions

(Actual Application will be in digital format)

Program Overview

The City of El Mirage Community Partnership Grant Program supports nonprofit organizations that provide essential health and human services directly to El Mirage residents, including low-income families, seniors, youth, and other individuals who may benefit from additional support.

Health and human services refer to programs, projects, or activities that improve the general health, including physical, mental, emotional, or social well-being of individuals and families. These services address basic needs, promote safety and stability, and enhance residents' overall quality of life.

The program offers one-time funding of up to \$10,000 per application annually from July 1 to June 30. Eligible nonprofits and other qualified charitable organizations with 501(c)(3) status or IRS determination recognizing nonprofit status under A.R.S. §42-11154 may submit multiple applications, provided each represents a distinct program or project.

Applicants are limited to one application per program or project. Each application must specify the minimum funding required.

Applications will be reviewed and evaluated by the Community Partnership Grant Review Committee (“Committee”) using City Council-approved evaluation criteria on the adopted evaluation scoring rubric.

Applicant Eligibility Criteria

1. The applicant must be a 501(c)(3) nonprofit corporation or other qualified charitable or nonprofit organization as provided for in A.R.S. §42-11154.
2. The applicant must provide direct health and human services to El Mirage residents and demonstrate how the program or project improves resident well-being.
3. The applicant must demonstrate the ability to generate revenue from sources other than the City of El Mirage.
4. The applicant must submit the required documents to satisfy eligibility requirements:
 - a. Proof of 501(c)(3) status or IRS determination letter under A.R.S. §42-11154.
 - b. Organizational mission statement.
 - c. Board of Directors list, including roles and affiliations.
 - d. Last two years of IRS Form 990 filings (or explanation if not available or required to file).
 - e. Completed application signed by an authorized representative.
5. If awarded, the applicant must register with the City of El Mirage as a vendor and provide an IRS Form W-9 to receive funds.

6. If awarded, the applicant must demonstrate satisfactory progress toward stated goals and objectives and provide timely and accurate reports as required by the City.

Application Directions

Please respond to all required questions in narrative form. A complete and accurate application is required for evaluation. Incomplete or late applications will not be accepted. Questions marked with an asterisk (*) are required.

Submission Directions

1. One electronic copy of the application and required attachments must be submitted no later than the date and time identified in the Notice to Apply.
2. Late applications will not be accepted.
3. Please save a copy of this application for your records before submitting.
4. Awarded applicants are required to report completed program or project goal measurements by a date and time specified in the Notice of Award, before the end of the fiscal year of the award, or sooner as may be required by the City.

Program-Related Inquiries

For program questions or to update contact information, please contact Community Partnership Administrator Regan Jepson at 623-876-2984 or communityservices@elmirageaz.gov.

Part 1: Agency and Program or Project (20 points)

Section A: Agency Information

- Agency Name*
- Tax ID Number* (Please enter the ID in XX-XXXXXXX format.)
- Executive Director / CEO*
- Website*
- Address*
- Phone*

Section B: Agency Overview

1. Briefly describe your organization, the services it provides, mission, goals, and population served.* (Limit each answer to 750 words.)
2. Please upload the following documents:
 - a. Proof of Section 501(c)(3) Tax Exemption - IRS determination letter verifying nonprofit status under A.R.S. §42-11154 from the Internal Revenue Service.
 - b. Organizational mission statement.
 - c. Board of Directors list, including current board members, roles, and affiliations.

Section C: Program or Project Information

- Program or Project Name*
 - Program or Project Contact Person*
 - Email*
 - Phone*
1. Does the program or project directly serve residents of the City of El Mirage?*
 - Yes
 - No
2. Please select a Health & Human Services Category that best aligns with the need the program will meet. *
- Child, Family, and Youth Programming and Development
 - Disability Services / Special Needs
 - Domestic Violence / Crisis Intervention/ Safety Services
 - Economic Stability / Financial Planning / Financial Assistance
 - Food and Nutrition
 - Homelessness / Housing Stability
 - Job Training / Education and Employment
 - Legal Support Services
 - Mental and Behavioral Health Support
 - Parent and Caregiver Support

- Senior / Aging Services and Support
- Substance Use Prevention and Treatment
- Transportation Assistance
- Veteran Services and Support
- Other (please explain): _____

Part 2: Program Description (30 points)

Section A: Narrative Description (Limit each answers to 750 words.)

1. Please provide a detailed description of the program or project that these grant funds will support, if awarded.*
 2. Describe how this program or project will benefit El Mirage residents directly and the need or gap in service that it meets. Please include data to support your response.*
 3. Is this a new or continuing program or project?*
- New
 - Continuing
 - Other – please explain _____

Section B: Scope & Timeline (Limit each answer to 750 words.)

1. What are the program or project dates?* (Enter the month range your program is in effect. Ex: January - April.)
2. Total number of residents expected to be served by this program or project during the funded year.*
3. Total number of El Mirage residents you expect to be served by this program or project during the funded year.*
4. How soon will the program or project be implemented after funds are received, if awarded? (If not applicable, write N/A.)*

Section C: Accessibility and Resource Needs (Limit each answer to 750 words.)

1. Does your program or project take place in the City of El Mirage?*
- Yes
 - No
2. Where will your program or project be located, and how does this location support your ability to serve El Mirage residents effectively?* (Limit your answer to 750 words.)

3. Describe how your program or project will be open to the public and ensure accessibility for residents with disabilities, including specific accommodations.* (Limit your answer to 750 words.)
4. Will the implementation of this activity require space, staffing, grants management, or in-kind contributions from another agency, a school, or another jurisdiction?*
 - Yes – please explain.
 - No
 - Other – please explain. _____

Section D: Collaboration and Outreach (Limit each answer to 750 words.)

1. Are you currently partnered with, or have you ever partnered with, the City of El Mirage?*
 - Yes
 - No
2. Describe how you will collaborate with the City of El Mirage to coordinate outreach promoting the program or project to the residents of El Mirage.*
3. How will you work with other local partners to maximize impact and ensure residents are aware of and engaged with your services?*

Part 3: Program or Project Goals and Outcomes (25 points)

Please provide up to three goals of the program or project and describe how progress will be measured to ensure success in providing health and human services to the residents of El Mirage.

It is important to ensure that your goals correspond with the proposed number of residents to be served within the program year. Explain how you will collect and report data and measure the impact for each stated goal.

Example Goal: Of the 80 residents served by the project, 40% (32 residents) will find employment within three months of entering the program. This will be measured by follow-up contact with each program participant. Limit your answers to 100 words.

- Measurable Goal No. 1*
- Measurable Goal No. 2*
- Measurable Goal No. 3*

Part 4: Funding Request (10 points)

Total Community Partnership Grant Funding Requested* \$ _____

Minimum Community Partnership Grant Funding Requested*

\$ _____

1. Is program or project implementation contingent upon receiving the full award?*
- Yes
 No
2. Please explain. Limit your answer to 100 words.
 3. If approved for an amount less than 100% of your request, how will you address the shortfall?* (Limit your answer to 100 words.)

Part 5: Program or Project Budget (15 points)

Section A: Total Program or Project Budget

All information in this section should relate to the total program or project budget, including the cost of the program and other sources of funding.

Total Cost of the Program or Project Operations* \$ _____

Total Program or Project Funding from Other Funding Sources* \$ _____

1. What other funding sources presently support this program or project?* (Limit each answer to 750 words.)

Section B: Total Budget for Program or Project – Grant Award Only

All information requested next should pertain to the total grant award amount requested only and should not include other funding sources.

Please provide dollar amounts for each budget category to demonstrate how the grant award will be allocated within the program or project budget.*

Wages/Salaries* \$ _____

Employee-Related Expenses (ERE)* \$ _____

Professional Services & Outside Services Training* \$ _____

Materials & Supplies* \$ _____

General Office Supplies* \$ _____

Administrative Cost (indirect costs to manage the program are not to exceed \$1,000 or 10% of the grant request)* \$ _____

Program/Project Incentives (gift cards, food, certificates of achievement)* \$ _____

Marketing/Outreach* \$ _____

Other (please explain)* \$ _____

1. Explain how grant funds will be utilized to support administrative costs for your project.* (Limit each answer to 100 words.)

Section C: Program or Project Funding Sustainability (Limit each answer to 750 words.)

All information requested next should pertain to the total grant award amount requested only and should not include other funding sources.

2. How will your organization generate or secure additional funding to sustain services for the continued operation of this program or project?*
3. If the program receives less than the requested amount of funding, what adjustments, if any, would be made to the program and services provided to El Mirage residents?*

Part 6: Operational and Financial Status (15 points)

1. Please upload the following required attachments:
 - a. Applicant organization's last two IRS Form 990 filings.
 - b. If your organization is not required to file a 990, upload a brief explanation.
 - c. If your organization does not have either document available, please upload a brief explanation.

Part 7: Review and Certify (5 points)

Review the application to ensure all sections are complete, clear, informative, and well-organized, and that all required attachments are included. Save a copy before submitting.

Section A: Certification and Signature

I certify that the information in this application is true.*

Authorized Agency Representative

Title

Date

Exhibit C

Evaluation Scoring Rubric

EVALUATION SCORING RUBRIC

Evaluation Category	Points	Category Description	Excellent	Proficient	Developing	Insufficient
Part 1: Agency and Program or Project	20 pts	Completeness of agency information, mission, board, and proof of nonprofit status. Demonstrates organizational legitimacy and understanding of community needs.	16–20 pts: Comprehensive overview of agency mission and services; strong, knowledgeable, and diverse board leadership; directly serves El Mirage residents; complete documentation.	11–15 pts: Mostly complete; minor gaps in clarity of organizational mission, services, or documentation provided; unclear applicability to El Mirage.	5–10 pts: Limited detail; unclear mission or not a community priority or need; missing minor documentation.	0–4 pts: Major omissions; unclear organizational purpose; missing required documents.
Part 2: Program Description	30 pts	Clarity of program narrative, target population, and services; demonstrates community impact and reach, ability to directly serve and reach residents in El Mirage and deliver services; alignment with resident needs and City priorities; implementation and capacity.	26–30 pts: Clear, compelling narrative; strong evidence of need; well-defined services; direct benefit and accessibility for El Mirage residents; utilizes partnerships to support program; high impact potential, high likelihood of successful implementation.	17–25 pts: Strong description; unclear applicability to El Mirage or ability to collaborate; OR concerns about implementation timeline and capacity.	9–16 pts: Basic description; limited detail; weak connection to community need; or limited capacity and accessibility.	0–8 pts: Unclear, incomplete, or misaligned with priorities; unrealistic or poorly planned.
Part 3: Program Goals and Outcomes	25 pts	Defined goals and measurable outcomes; ability to track success and impact.	22–25 pts: Strong, measurable goals; realistic outcomes; clear data collection plan; strong impact potential.	17–21 pts: Goals mostly measurable; tracking methods adequate.	9–16 pts: Goals vague or partially measurable; limited tracking plan.	0–8 pts: No measurable goals; no tracking plan.

Evaluation Category	Points	Category Description	Excellent	Proficient	Developing	Insufficient
Part 4: Funding Request	10 pts	Appropriateness of requested amount relative to scope; reflects responsible use of funds.	9–10 pts: Request is clear, appropriate, realistic, justified, and proportional to program scope.	7–8 pts: Mostly appropriate and clear; minor justification gaps for minimum request.	4–6 pts: Weak justification; unclear need.	0–3 pts: Not justified or disproportionate.
Part 5: Program Budget	15 pts	Accuracy, transparency, and feasibility demonstrate the ability to leverage other funding sources responsibly.	14–15 pts: Accurate, transparent, and feasible; budget aligns with activities; demonstrates ability to leverage other funds; clear public benefit.	11–13 pts: Mostly accurate; minor inconsistencies; diverse use of funds; clear public benefit.	6–10 pts: Some inaccuracies; unclear justification; indirect public benefit.	0–5 pts: Incomplete, inaccurate, or unrealistic budget. No clear public benefit.
Part 6: Operational and Financial Status	15 pts	Strength of leadership and operational capacity; evidence of sound financial management, sustainability, and compliance.	14–15 pts: Strong leadership; stable financials; clear sustainability; strong compliance history.	11–13 pts: Adequate capacity; minor concerns.	6–10 pts: Limited capacity; financial concerns.	0–5 pts: Significant capacity or financial risks; unclear ability to deliver program.
Part 7: Review and Certify	5 pts	Completeness, clarity, informativeness, understandability, accuracy, and thoroughness of the application. Includes required documentation and the authorized agency representative's signature.	5 pts: All sections are complete, clear, informative, and well-organized; all required attachments included. No clarifications needed.	4 pts: Minor omissions or errors; mostly clear and thorough; signed by an authorized representative; minor clarifications needed.	2–3 pts: Some unclear or ambiguous responses; missing signature by authorized signer; major clarifications required.	0–1 pt: Significant omissions of information or evident misunderstanding; missing attachments or signature; inadequate submission with multiple questions or concerns.

Exhibit D

El Mirage Community Partnership Grant Review Committee Process

Review Committee Process Overview

The City of El Mirage Community Partnership Grant Program utilizes a structured review process to evaluate applications, using a standardized, consistently applied approach. The process is designed to support the City Council's informed decision-making.

The Community Partnership Grant Review Committee (“Committee”) serves as an advisory body to review applications and develop funding recommendations for City Council consideration.

Committee Composition

The Committee consists of City Councilmembers appointed in accordance with the Resolution establishing the Committee.

Committee members shall disclose any potential conflict of interest prior to participating in the review process. A member with a conflict shall recuse from scoring, discussion, and recommendation related to the affected application.

Roles and Responsibilities

Review Committee

- Review and evaluate eligible applications using Council-approved evaluation criteria on the adopted evaluation scoring rubric
- Deliberate in public meetings
- Develop non-binding funding recommendations for City Council consideration

City Staff

- Verify applicant eligibility, completeness, and compliance with program requirements
- Coordinate distribution of application materials
- Provide administrative and technical support to the Committee
- Compile scoring and prepare summary materials
- Facilitate Committee meetings and ensure compliance with applicable requirements

Evaluation Process

- Eligible applications will be distributed to Committee members following the application deadline
- Applications will be evaluated using Council-approved evaluation criteria on the adopted scoring rubric

- Individual scoring shall form the basis for Committee review and deliberation and shall be used to develop rank-ordered funding recommendations. Clarification may be requested through City staff when necessary

Committee Meetings

- The Committee shall meet as needed to review applications and develop recommendations
- All meetings shall be conducted in accordance with the Arizona Open Meeting Law
- Meetings shall be publicly noticed and open to the public
- The Committee may discuss, evaluate, and compare applications and scoring during meetings

Recommendations

- Recommendations shall be made by a majority of members present
- Recommendations shall be based on the adopted evaluation criteria and scoring results
- Any deviation from scoring results must be supported by documented rationale tied to the evaluation criteria
- Recommendations are advisory only and are not binding on the City Council
- Recommendations may include prioritized or ranked applications and suggested funding levels
- The Committee may recommend full or partial funding amounts. Any recommendation for less than the requested amount must be supported by written justification tied to the evaluation criteria, program scope, or available funding constraints.

City Council Action

- Committee recommendations will be presented to the City Council by staff.
- The City Council retains full authority to approve, modify, or deny funding awards



REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to amend §95.02 (Fireworks) of the El Mirage City Code. (Council)	
MEETING DATE: 04/07/2026	AGENDA SECTION: Regular
SUBMITTED BY: Crystal Dyches, City Manager	DEPARTMENT: Administration

BACKGROUND:

The City of El Mirage regulates the sale, possession, and use of fireworks through §95.02 of the City Code. The ordinance establishes definitions, allowable sales periods, permissible use periods, restrictions related to fire danger conditions, enforcement authority, and penalties.

Benefit to the Organization and/or Community: Updating §95.02 improves clarity and consistency within the City Code and supports effective administration of fireworks regulations. Clear language assists Police, Fire, and Code Enforcement personnel in enforcing the ordinance and responding to complaints.

The update also helps ensure residents and businesses have accurate information regarding allowable sales and use periods.

Alignment with Operational Need, City Priority, or Strategic Goal: This item aligns with the City’s operational need to maintain clear, enforceable municipal regulations and supports public safety objectives. Maintaining an updated and internally consistent ordinance helps staff administer regulations efficiently and ensures the City Code remains aligned with current state law.

Timing Considerations for Approval: Approval at this time will allow staff to update the City Code and related public information materials prior to the upcoming summer fireworks sales and use periods. Timely adoption also allows adequate time to communicate any clarifications to retailers, residents, and enforcement personnel.

Anticipated Impact on Residents, Businesses, or Operations: The proposed amendments are technical and administrative in nature and are not expected to create new operational impacts for residents or businesses. The existing policy framework governing the sale and use of permissible consumer fireworks would remain unchanged.

Statutory Requirements, City Code Provisions, or Legal Mandates: Regulation of fireworks in Arizona is governed by A.R.S. §§ 36-1601 through 36-1606, which define permissible consumer fireworks and authorize municipalities to regulate their sale and use. The proposed amendments maintain alignment with these

statutory provisions while updating §95.02 of the El Mirage City Code for clarity and consistency.

RECOMMENDATION:

Staff recommends approval of the ordinance amending §95.02 (Fireworks) of the El Mirage City Code to clarify language, correct technical inconsistencies, and maintain alignment with Arizona law.

PROPOSED MOTION:

I move to approve Ordinance O-26-04-01 amending §95.02 (Fireworks) of the El Mirage City Code.

ATTACHMENTS

O26-04-01 Fireworks Updates

ORDINANCE NO. 026-04-01

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, DECLARING THE "CITY OF EL MIRAGE 2026 FIREWORKS UPDATES" ATTACHED AS EXHIBIT A AS PUBLIC RECORD; ADOPTING THE "CITY OF EL MIRAGE 2026 FIREWORKS UPDATES" BY REFERENCE AS AN AMENDMENT TO THE CITY CODE OF EL MIRAGE, ARIZONA, AMENDING TITLE IX GENERAL REGULATIONS, BY AMENDING CHAPTER 95 PUBLIC SAFETY, SECTION 95.02 FIREWORKS, RELATED TO PROHIBITING CERTAIN CONSUMER FIREWORKS AND LIMITING THE TIMES OF USE FOR PERMISSIBLE CONSUMER FIREWORKS; INCORPORATING THE RECITALS BY REFERENCE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PRESERVING RIGHTS AND DUTIES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of El Mirage wishes to update City codes from time to time to more accurately reflect current conditions and realistic needs of the City; and

WHEREAS, that certain document known as "City of El Mirage 2026 Fireworks Updates" of which at least one paper copy and one electronic copy is on file in the office of the City Clerk in compliance with Arizona Revised Statutes (A.R.S.) § 9-802 is hereby declared public record and at all times shall be kept available for public use and inspection during normal business hours; and

WHEREAS, the City Council hereby desires to adopt the "City of El Mirage 2026 Fireworks Updates" as provided in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, as follows:

Section 1. Recitals.

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

Section 2. Adoption by Reference.

The City of El Mirage Code is hereby amended by amending Title IX General Regulations, Chapter 95 Public Safety, Section 95.02 Fireworks to read as set forth in that certain document titled "City of El Mirage 2026

Fireworks Updates” which document is hereby adopted and incorporated by reference as set forth in Exhibit A.

Section 3. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section 4. Preservation of Rights and Duties.

This Ordinance does not affect the rights and duties that matured, penalties that were incurred, or proceedings that were begun before the effective date of this Ordinance.

Section 5. Providing for Severability.

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

Section 6. Effective Date.

The effective date of this Ordinance shall be 30 days following adoption by the City Council if publication requirements are satisfied under A.R.S. §§ 9-812 and 9-813.

APPROVED, PASSED AND ADOPTED by the Mayor and Common Council of the City of El Mirage, Arizona this 7th day of April 2026 by the following vote:

CITY OF EL MIRAGE

Alexis A. Hermosillo, Mayor

ATTEST:

Jill A. Boltz, City Clerk

APPROVED AS TO FORM:

Justin Pierce, City Attorney
Pierce Coleman PLLC

CERTIFICATION

I HEREBY CERTIFY that the foregoing Ordinance Number O26-04-01 was duly passed and adopted by the Mayor and Council of the City of El Mirage, Arizona, at a regular meeting held on the 7th day of ____ April 2026, and that a quorum was present at the meeting.

Jill A. Boltz, City Clerk

[Exhibit on file at the City Clerk’s Office, 10000 North El Mirage Road, El Mirage, Arizona, 85335-3607.]

EXHIBIT A

CITY OF EL MIRAGE

2026 FIREWORKS UPDATES

The City Code of the City of El Mirage, amending Title IX General Regulations, Chapter 95 Public Safety, Section 95.02 Fireworks to read as follows (new text in **BOLDED ALL CAPS**; deletions in ~~strikethrough~~):

Title IX General Regulations

* * *

Chapter 95 Public Safety

* * *

95.02 Fireworks

* * *

95.02 Fireworks

* * *

(A) Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CONSUMER FIREWORK. Those fireworks defined by A.R.S. § 36-1601.

DISPLAY FIREWORK. Those fireworks defined by A.R.S. § 36-1601.

FIREWORKS. Any combustible or explosive composition, substance or combination of substances, or any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, that is a consumer firework, display firework or permissible consumer firework as defined by A.R.S. § 36-1601.

NOVELTY ITEMS. Federally deregulated novelty items that are known as snappers, snap caps, party poppers, glow worms, snakes, toy smoke devices, sparklers, and certain toys as defined in A.R.S. § 36-1601.

PERMISSIBLE CONSUMER FIREWORKS. Those fireworks as defined by A.R.S. § 36-1601 that may be sold within the City of El Mirage even where the use of those items has been prohibited.

SUPERVISED PUBLIC DISPLAY. A monitored performance of display fireworks open to the public and authorized by permit issued by the Fire Chief or his or her designee.

(B) Use of fireworks prohibited; exceptions.

(1) Except as otherwise provided herein, the use, discharge or ignition of fireworks within the City of El Mirage is prohibited.

(2) Nothing in this section or subchapter shall be construed to prohibit the use, discharge or ignition of novelty items or the occurrence of a supervised public display of fireworks.

(3) Permits may be granted by the Fire Chief or designee for conducting a supervised public display of fireworks. Every supervised public display of fireworks shall be of such character and so located, discharged or fired, only after proper inspection and in a manner that does not endanger persons, animals, or property. The Fire Chief has authority to impose conditions on any permits granted. When a high fire danger is declared, the Fire Chief shall not issue a permit, or shall revoke a permit previously issued, for supervised public display of fireworks.

(C) Sale of fireworks.

(1) No person shall sell or permit or authorize the sale of permissible consumer fireworks to a person who is under 16 years of age.

(2) No person shall sell or permit or authorize the sale of permissible consumer fireworks in conflict with state law.

(D) Posting of signs by persons engaged in the sale of fireworks; civil penalty.

(1) Prior to the sale of permissible consumer fireworks, every person engaged in such sales shall prominently display signs indicating the following:

(a) The use of fireworks within the City of El Mirage, including permissible consumer fireworks, as defined by City of El Mirage Code, is prohibited.

(b) Consumer fireworks authorized for sale under state law may not be sold to persons under the age of 16.

(2) Signs required under this section shall be placed at each cash register and in each area where fireworks are displayed for sale.

(3) The Fire Chief or designee shall develop regulations concerning the size and color of the required signs and shall develop a model sign. The required sign regulations and model sign shall be posted on the City of El Mirage's website and filed with the Clerk's office.

(4) Failure to comply with divisions (D)(1) or (D)(2) above is a civil offense punishable by a minimum fine of not less than \$500 or more than \$1,000.

(E) CONSUMER FIREWORKS.

(1) THE USE, INCLUDING THE DISCHARGE OR IGNITION, OF PERMISSIBLE CONSUMER FIREWORKS IS PROHIBITED AS FOLLOWS:

(a) ON DAYS OTHER THAN MAY 4 THROUGH MAY 6, JUNE 24 THROUGH JULY 6 AND DECEMBER 26 THROUGH JANUARY 4 OF EACH

YEAR AND THE SECOND AND THIRD DAYS OF DIWALI OF EACH YEAR;

(b) ON ALL DAYS DURING A STAGE ONE OR HIGHER FIRE RESTRICTION THE USE OF PERMISSIBLE CONSUMER FIREWORKS WITHIN A ONE-MILE RADIUS OF THE BORDER OF ANY MUNICIPAL OR COUNTY MOUNTAIN PRESERVE, DESERT PARK, REGIONAL PARK, DESIGNATED CONSERVATION AREA, NATIONAL FOREST OR WILDERNESS AREA; AND

(c) ON ALL DAYS BETWEEN THE HOURS OF 11:00 P.M. AND 8:00 A.M., EXCEPT:

(i) BETWEEN THE HOURS OF 11:00 P.M. ON DECEMBER 31 OF EACH YEAR THROUGH 1:00 A.M. ON JANUARY 1 OF EACH YEAR.

(ii) BETWEEN THE HOURS OF 11:00 P.M. ON JULY 4 OF EACH YEAR THROUGH 1:00 A.M. ON JULY 5 OF EACH YEAR.

(2) NO PERSON SHALL SELL OR PERMIT OR AUTHORIZE THE SALE OF PERMISSIBLE CONSUMER FIREWORKS ON DAYS OTHER THAN APRIL 25 THROUGH MAY 6, MAY 20 THROUGH JULY 6 AND DECEMBER 10 THROUGH JANUARY 3 OF EACH YEAR AND TWO DAYS BEFORE THE FIRST DAY OF DIWALI THROUGH THE THIRD DAY OF DIWALI EACH YEAR.

(3) THE SALE, USE, DISCHARGE, POSSESSION OR IGNITION OF ANY FIREWORK THAT IS NOT A PERMISSIBLE CONSUMER FIREWORK OR OTHERWISE AUTHORIZED BY THIS SECTION IS PROHIBITED AT ALL TIMES.

(EF) Authority to enforce violations of this article; means of enforcement.

(1) The Fire Chief or designee, a City of El Mirage police officer, a City of El Mirage Code Enforcement Officer, or the City Attorney may issue civil complaints to enforce violations of this section.

(2) Any person authorized pursuant to this section to issue a civil complaint may also issue a notice of violation specifying actions to be taken and the time in which they are to be taken to avoid issuance of a civil or criminal complaint.

(3) A City of El Mirage police officer or the Fire Chief or his or her designee may issue criminal complaints to enforce this section.

(FG) Liability for emergency responses related to use of fireworks; definitions.

(1) A person who uses, discharges or ignites permissible consumer fireworks, prohibited novelty items, or anything that is designed or intended to rise into the air and explode or to detonate in the air or to fly above the ground, is liable for the expenses of any emergency response that is required by such use, discharge or ignition. The fact that a person is convicted or found responsible for a violation(s) of this section is prima facie evidence of liability under this section.

(2) The expenses of an emergency response are a charge against the person, parent or legal guardian if a minor, liable for those expenses pursuant to division (F)(1) of this section. The charge constitutes a debt of that person and may be collected proportionately by the public agencies, for-profit entities or not-for-profit entities that incurred the expenses. The liability imposed under this section is in addition to and not in limitation of any other liability that may be imposed.

(3) For the purposes of this division, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

EXPENSES OF AN EMERGENCY RESPONSE. Reasonable costs directly incurred by public agencies, for-profit entities or not-for-profit entities that make an appropriate emergency response to an incident.

REASONABLE COSTS. ~~The~~ **ALL** costs of providing police, fire fighting, rescue and emergency medical services at the scene of an incident and the salaries of the persons who respond to the incident.

(~~GH~~) Penalty. A violation of any provision of § 95.02(B), ~~or~~ (C) **OR (E)** may be cited as either a civil infraction or class one misdemeanor offense. **IF THE PERSON IS FOUND RESPONSIBLE OR GUILTY, THE PERSON SHALL PAY A FINE OF AT LEAST \$1,000, BUT NOT MORE THAN \$2,000, PER OFFENSE.** Each day that a violation continues after due notice has been served, with reasonable opportunity to abate the violation, shall be deemed a separate offense.



REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and possible action regarding Council action taken February 18, 2026, related to Development Impact Fees. (Council)	
MEETING DATE: 04/07/2026	AGENDA SECTION: Regular
SUBMITTED BY: Crystal Dyches, City Manager	DEPARTMENT: Administration

BACKGROUND:

On February 18, 2026, at a Special Meeting, Council received a presentation regarding the Development Impact Fee Study prepared by TishlerBise and accepted the report. Council direction at that time was to conclude the process without initiating statutory steps toward implementation.

A request has been made to place the matter back on the agenda for additional discussion. This item provides the Council the opportunity to reconsider its prior action and determine whether to reaffirm that direction or provide an alternative direction.

The previously presented Development Impact Fee Study evaluated potential impact fees for Streets, Parks and Recreation, Police, Fire, and Wastewater facilities pursuant to A.R.S. § 9-463.05. Acceptance of the report did not constitute adoption of any fee.

No new analysis has been prepared for this meeting. The February 18 materials and presentation remain the operative record.

If Council elects to initiate implementation, additional statutory requirements would apply, including the adoption of land use assumptions, the preparation of an infrastructure improvements plan, public notice, advisory committee review, and future public hearings, as required by state law.

There is no fiscal impact at this time unless Council directs further action.

PREVIOUS RELATED COUNCIL ACTION

01/07/2025 – Council Work Session: Development Impact Fee Implementation, Operation, and Usage Overview.
Discussion only. No action taken.

02/04/2025 – Council Work Session: Development Impact Fee Implementation, Operation, and Usage Overview.
Discussion only. No action taken.

03/04/2025 – City Council Regular Meeting (Consent Agenda) Consideration and action to waive the competitive bid process and enter into a professional service contract with TischlerBise Inc. in an amount not to exceed \$96,320 and authorize the Finance Department to transfer funds from Contingency to the proper account.

Motion carried unanimously (7-0). Approved.

06/19/2025 – Council Work Session: Development Impact Fees Discussion. Discussion only. No action taken.

02/18/2026 – Special Council Meeting Agenda Item 3.1 – Consideration and action to accept the Development Impact Fee Report provided by Tischler Bise and conclude the process without initiating statutory implementation steps.

Motion carried (5-2). Approved.

PROPOSED MOTION:

Option A – Reaffirm Prior Action. I move to reaffirm Council’s February 18, 2026, action accepting the Development Impact Fee Study and concluding the process without implementation.

Option B – Direct Staff to Initiate Statutory Process. I move to direct staff to initiate the statutory process under A.R.S. § 9-463.05 to consider implementation of development impact fees, with further details to be brought back to Council for review and action.

Option C – Provide Alternative Direction.

ATTACHMENTS

Development Impact Fees Reprt

DRAFT
**Land Use Assumptions,
Infrastructure Improvements Plan,
and Development Fee Report**

Prepared for:
El Mirage, Arizona

November 7, 2025

The logo for TischlerBise features the company name in a bold, sans-serif font. 'Tischler' is in blue and 'Bise' is in green. A thin, curved line arches over the text, starting under 'T' and ending under 'e'.
TischlerBise

FISCAL | ECONOMIC | PLANNING

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EXECUTIVE SUMMARY

The City of El Mirage, Arizona, contracted with TischlerBise to document land use assumptions, prepare the Infrastructure Improvements Plan (hereinafter referred to as the “IIP”), and update development fees pursuant to Arizona Revised Statutes (“ARS”) § 9-463.05 (hereafter referred to as the “Enabling Legislation”). Municipalities in Arizona may assess development fees to offset infrastructure costs to a municipality for necessary public services. The development fees must be based on an Infrastructure Improvements Plan and Land Use Assumptions. The IIP for each type of infrastructure is in the middle section of this document. The proposed development fees are displayed in the Development Fee Report in the next section.

Development fees are one-time payments used to construct system improvements needed to accommodate new development. The fee represents future development’s proportionate share of infrastructure costs. Development fees may be used for infrastructure improvements or debt service for growth related infrastructure. In contrast to general taxes, development fees may not be used for operations, maintenance, replacement, or correcting existing deficiencies. This update of El Mirage’s Infrastructure Improvements Plan and associated update to its development fees includes the following necessary public services:

1. Fire Facilities
2. Parks and Recreational Facilities
3. Police Facilities
4. Street Facilities
5. Wastewater Facilities

This plan includes all necessary elements required to be in full compliance with the Enabling Legislation.

ARIZONA DEVELOPMENT FEE ENABLING LEGISLATION

The Enabling Legislation governs how development fees are calculated for municipalities in Arizona.

Necessary Public Services

Under the requirements of the Enabling Legislation, development fees may only be used for construction, acquisition or expansion of public facilities that are necessary public services. “Necessary public service” means any of the following categories of facilities that have a life expectancy of three or more years and that are owned and operated on behalf of the municipality: water, wastewater, storm water, library, street, fire, police, and parks and recreation. Additionally, a necessary public service includes any facility that was financed before June 1, 2011, and that meets the following requirements:

1. Development fees were pledged to repay debt service obligations related to the construction of the facility.
2. After August 1, 2014, any development fees collected are used solely for the payment of principal and interest on the portion of the bonds, notes, or other debt service obligations issued before June 1, 2011, to finance construction of the facility.

Infrastructure Improvements Plan

Development fees must be calculated pursuant to an IIP. For each necessary public service that is the subject of a development fee, by law, the IIP shall include the following seven elements:

1. A description of the existing necessary public services in the service area and the costs to update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.
2. An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.
3. A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved Land Use Assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.
4. A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial.
5. The total number of projected service units necessitated by and attributable to new development in the service area based on the approved Land Use Assumptions and calculated pursuant to generally accepted engineering and planning criteria.
6. The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.
7. A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved Land Use Assumptions and a plan to include these contributions in determining the extent of the burden imposed by the development.

Qualified Professionals

The IIP must be developed by qualified professionals using generally accepted engineering and planning practices. A qualified professional is defined as “a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person’s license, education, or experience.” TischlerBise is a fiscal, economic, and planning consulting firm specializing in the cost of growth services. Our services include development fees, fiscal impact analysis, infrastructure financing analyses, user fee/cost of service studies, capital improvement plans, and fiscal software. TischlerBise has prepared over 800 development fee studies over the past 30 years for local governments across the United States.

Conceptual Development Fee Calculation

In contrast to project-level improvements, development fees fund growth-related infrastructure that will benefit multiple development projects, or the entire service area (usually referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of service units for each unit of development. For example, an appropriate indicator of the demand for parks is population growth and the increase in population can be estimated from the average number of persons per housing unit. The second step in the development fee formula is to determine infrastructure improvement units per service unit, typically called level-of-service (LOS) standards. In keeping with the park example, a common LOS standard is improved park acres per thousand people. The third step in the development fee formula is the cost of various infrastructure units. To complete the park example, this part of the formula would establish a cost per acre for land acquisition and/ or park amenities.

Evaluation of Credits/Offsets

Regardless of the methodology, a consideration of credits/offsets is integral to the development of a legally defensible development fee. There are two types of credits/offsets that should be addressed in development fee studies and ordinances. The first is a revenue credit/offset due to possible double payment situations, which could occur when other revenues may contribute to the capital costs of infrastructure covered by the development fee. This type of credit/offset is integrated into the fee calculation, thus reducing the fee amount. The second is a site-specific credit or developer reimbursement for dedication of land or construction of system improvements. This type of credit is addressed in the administration and implementation of the development fee program. For ease of administration, TischlerBise normally recommends developer reimbursements for system improvements.

Exemptions/Waivers

In the event the City opts to incentivize development in certain locations or for certain development types (e.g., schools, religious institutions, etc.), the City would have the option to waive development fees in those zones or for those types of development only if each specific Impact Fee Fund is made whole by from other funding sources (e.g., General Fund). By way of example, were the City to allow a religious institution to be built without paying development impact fees, the City would have to reimburse each specific Impact Fee Fund in the amount that would have been charged to said religious institution from the General Fund or some other City funding mechanism.

INTRODUCTION TO DEVELOPMENT FEES

Development fees are one-time payments used to fund capital improvements necessitated by future development. Development fees have been utilized by local governments in various forms for at least fifty years. Development fees do have limitations and should not be regarded as the total solution for infrastructure financing needs. Rather, they should be considered one component of a comprehensive portfolio to ensure adequate provision of public facilities with the goal of maintaining current levels of service in a community. Any community considering facility fees should note the following limitations:

- 1) Fees can only be used to finance capital infrastructure and cannot be used to finance ongoing operations and / or maintenance and rehabilitation costs.

- 2) Fees cannot be deposited in the General Fund. The funds must be accounted for separately in individual accounts and earmarked for the capital expenses for which they were collected.
- 3) Fees cannot be used to correct existing infrastructure deficiencies unless there is a funding plan in place to correct the deficiency for all current residents and businesses in the community.

REQUIRED FINDINGS

There are three reasonable relationship requirements for development fees that are closely related to “rational nexus” or “reasonable relationship” requirements enunciated by a number of state courts. Although the term “dual rational nexus” is often used to characterize the standard by which courts evaluate the validity of development fees under the U. S. Constitution, we prefer a more rigorous formulation that recognizes three elements: “impact or need,” “benefit,” and “proportionality.” The dual rational nexus test explicitly addresses only the first two, although proportionality is reasonably implied, and was specifically mentioned by the U.S. Supreme Court in the *Dolan* case. The reasonable relationship language of the statute is considered less strict than the rational nexus standard used by many courts. Individual elements of the nexus standard are discussed further in the following paragraphs.

Demonstrating an Impact. All future development in a community creates additional demands on some, or all, public facilities provided by local government. If the supply of facilities is not increased to satisfy that additional demand, the quality or availability of public services for the entire community will deteriorate. Development fees may be used to recover the cost of development-related facilities, but only to the extent that the need for facilities is a consequence of development that is subject to the fees. The *Nollan* decision reinforced the principle that development exactions may be used only to mitigate conditions created by the developments upon which they are imposed. That principle clearly applies to development fees. In this study, the impact of development on improvement needs is analyzed in terms of quantifiable relationships between various types of development and the demand for specific facilities, based on applicable level-of-service standards.

Demonstrating a Benefit. A sufficient benefit relationship requires that development fee revenues be segregated from other funds and expended only on the facilities for which the fees were charged. Fees must be expended in a timely manner and the facilities funded by the fees must serve the development paying the fees. However, nothing in the U.S. Constitution or the State enabling Act authorizing development fees requires that facilities funded with fee revenues be available *exclusively* to development paying the fees. In other words, existing development may benefit from these improvements as well.

Procedures for the earmarking and expenditure of fee revenues are typically mandated by the State Enabling Legislation, as are procedures to ensure that the fees are expended expeditiously or refunded. All requirements are intended to ensure that developments benefit from the fees they are required to pay. Thus, an adequate showing of benefit must address procedural as well as substantive issues.

Demonstrating Proportionality. The requirement that exactions be proportional to the impacts of development was clearly stated by the U.S. Supreme Court in the *Dolan* case (although the relevance of that decision to development fees has been debated) and is logically necessary to establish a proper nexus. Proportionality is established through the procedures used to identify development-related facility costs, and in the methods used to calculate development fees for various types of facilities and categories

of development. The demand for facilities is measured in terms of relevant and measurable attributes of development.

DEVELOPMENT FEE REPORT

Development fees for the necessary public services made necessary by new development must be based on the same level of service (LOS) provided to existing development in the service area. There are three basic methodologies used to calculate development fees. They examine the past, present, and future status of infrastructure. The objective of evaluating these different methodologies is to determine the best measure of the demand created by new development for additional infrastructure capacity. Each methodology has advantages and disadvantages in a particular situation and can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating development fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of development fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss basic methodologies for calculating development fees and how those methodologies can be applied.

- **Cost Recovery** (past improvements) - The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.
- **Incremental Expansion** (concurrent improvements) - The incremental expansion methodology documents current LOS standards for each type of public facility, using both quantitative and qualitative measures. This approach assumes there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments to keep pace with development.
- **Plan-Based** (future improvements) - The plan-based methodology allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two basic options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

DEVELOPMENT FEE COMPONENTS

Shown below, Figure 1 summarizes service areas, methodologies, and infrastructure cost components for the proposed fees.

Figure 1: Proposed Development Fee Service Areas, Methodologies, and Cost Components

Necessary Public Service	Service Area	Cost Recovery	Incremental Expansion	Plan-Based	Cost Allocation
Fire Facilities	Citywide	N/A	Fire Apparatus	Fire Facilities, Development Fee Report	Population, Vehicle Trips
Parks and Recreational Facilities	Citywide	N/A	Park Amenities	Community Centers, Development Fee Report	Population, Jobs
Police Facilities	Citywide	N/A	Police Facilities, Police Vehicles	Development Fee Report	Population, Vehicle Trips
Transportation Facilities	Citywide	Street Improvements	N/A	Development Fee Report	Population, Vehicle Trips
Wastewater Facilities	Citywide	N/A	N/A	Wastewater Treatment, Development Fee Report	Gallons

Calculations throughout this report are based on an analysis conducted using Excel software. Most results are discussed in the report using two, three, and four decimal places, which represent rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

CURRENT DEVELOPMENT FEES

The City of El Mirage does not currently assess development impact fees on new developments.

PROPOSED DEVELOPMENT FEES

The proposed fees represent the maximum allowable fees based on the analysis outlined in this report. El Mirage may adopt fees that are less than the amounts shown; however, a reduction in development fee revenue will necessitate an increase in other revenues, a decrease in planned capital improvements, and/or a decrease in level-of-service standards. All costs in the Development Fee Report represent current dollars with no assumed inflation over time. If costs change significantly over time, development fees should be recalculated.

Non-Utility

Proposed non-utility development fees will be assessed per development unit. For residential development, the development unit is a housing unit, based on housing unit type and size. For nonresidential development, the development unit is a thousand square feet of floor area.

Figure 2: Proposed Development Fees

Residential Fees per Development Unit						
Development Type	Development Unit	Fire	Street	Parks & Recreation	Police	Proposed Fees
Single Family						
1,249 or less	Housing Unit	\$1,394	\$666	\$1,183	\$739	\$3,982
1,250 to 1,999	Housing Unit	\$2,814	\$1,105	\$2,387	\$1,492	\$7,798
2,000 to 2,499	Housing Unit	\$3,490	\$1,313	\$2,961	\$1,851	\$9,615
2,500 to 2,999	Housing Unit	\$4,041	\$1,483	\$3,428	\$2,143	\$11,095
3,000 or more	Housing Unit	\$4,500	\$1,627	\$3,818	\$2,386	\$12,331
Multi-Family						
749 or less	Housing Unit	\$2,346	\$726	\$1,990	\$1,244	\$6,306
750 to 999	Housing Unit	\$2,981	\$917	\$2,529	\$1,581	\$8,008
1,000 to 1,249	Housing Unit	\$3,465	\$1,064	\$2,939	\$1,837	\$9,305
1,250 or more	Housing Unit	\$3,866	\$1,184	\$3,279	\$2,050	\$10,379

Nonresidential Fees per Development Unit						
Development Type	Development Unit	Fire	Street	Parks & Recreation	Police	Proposed Fees
Industrial	1,000 Sq Ft	\$137	\$120	\$21	\$162	\$440
Commercial	1,000 Sq Ft	\$1,951	\$1,702	\$135	\$2,306	\$6,094
Office & Other Services	1,000 Sq Ft	\$866	\$756	\$206	\$1,024	\$2,852
Institutional	1,000 Sq Ft	\$861	\$752	\$181	\$1,018	\$2,812

Utility

Proposed utility development fees will be assessed per meter size. For both residential and nonresidential development, the development unit is a meter by size.

Figure 3: Proposed Development Fees

Fees per Meter	
Meter Size	Proposed Fees
0.75-inch	\$1,137
1.00-inch	\$1,898
1.50-inch	\$3,785
2.00-inch	\$6,058
3.00-inch	\$12,128
4.00-inch	\$18,948
6.00-inch	\$37,885
8.00-inch	\$60,618

LAND USE ASSUMPTIONS

Arizona’s Development Fee Act requires the preparation of Land Use Assumptions, which are defined in Arizona Revised Statutes § 9-463.05(T)(6) as:

“projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the General Plan of the municipality.”

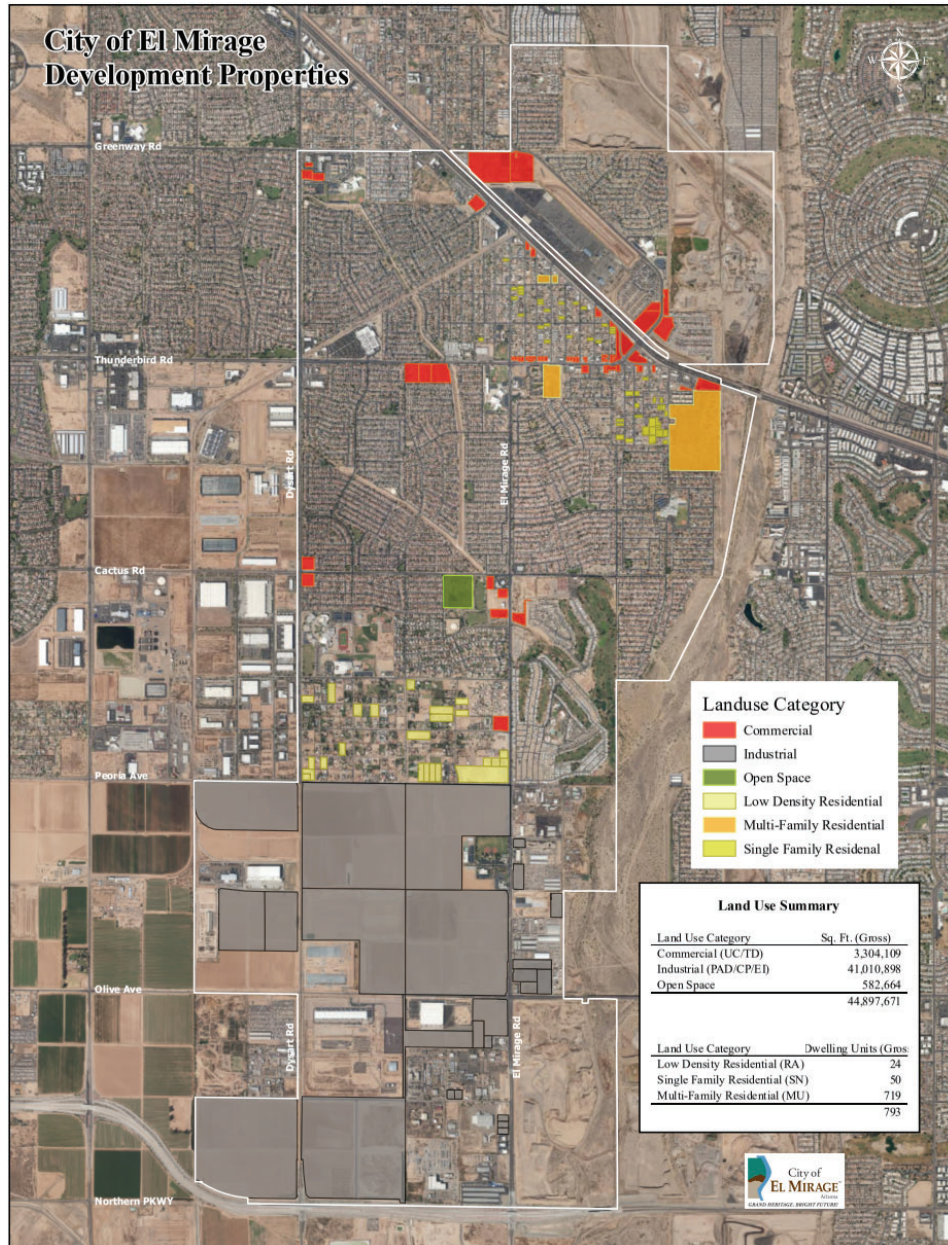
The estimates and projections of residential and nonresidential development in this Land Use Assumptions document are for all areas within El Mirage. The current demographic estimates and future development projections will be used in the Infrastructure Improvements Plan (IIP) and in the calculation of development fees. Current demographic data estimates for 2025 are used in calculating levels of service (LOS) provided to existing development in El Mirage. Arizona’s Enabling Legislation requires fees to be updated at least every five years and limits the IIP to a maximum of 10 years.

SUMMARY OF GROWTH INDICATORS

Key land use assumptions include population, housing units, employment, and nonresidential floor area projections. TischlerBise projects development using on a combination of data published by the Maricopa Association of Governments (MAG) and recommendations from El Mirage staff based on recent and planned development. Development projections are summarized in Figure L20. These projections will be used to estimate fee revenue and to indicate the anticipated need for growth-related infrastructure. However, development fee methodologies are designed to reduce sensitivity to development projections in the determination of the proportionate share fee amounts. If actual development occurs at a slower rate than projected, fee revenue will decline, but so will the need for growth-related infrastructure. In contrast, if development occurs at a faster rate than anticipated, fee revenue will increase, but El Mirage will also need to accelerate infrastructure improvements to keep pace with the actual rate of development. During the next 10 years, residential development projections indicate a population increase of 900 persons in 327 housing units, and nonresidential development projections indicate an employment increase of 5,529 jobs in approximately 5,304,455 square feet of floor area.

SERVICE AREA

Figure L1: Development Fee Service Area



RESIDENTIAL DEVELOPMENT

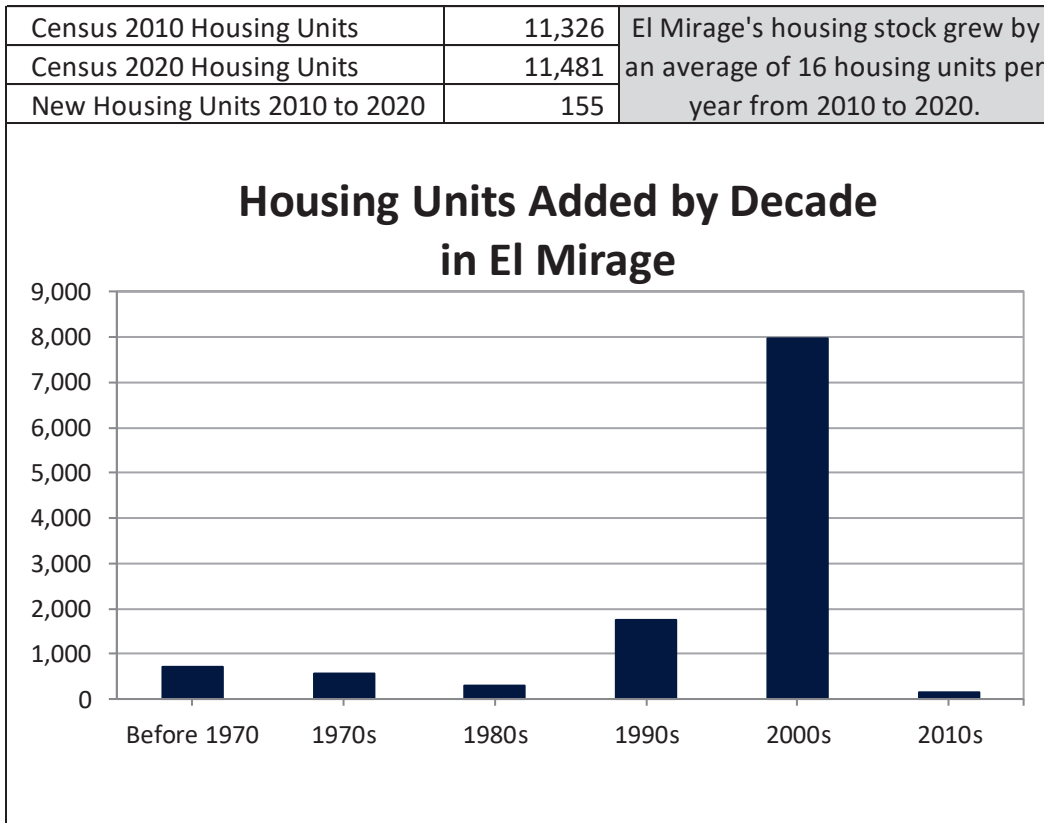
This section details current estimates and future projections of residential development including population and housing units.

Recent Residential Construction

Development fees require an analysis of current levels of service. For residential development, current levels of service are determined using estimates of population and housing units. Shown below, Figure L2 indicates the estimated number of housing units added by decade according to data obtained from the

U.S. Census Bureau. In the previous decade, El Mirage’s housing stock grew by an average of 16 housing units per year.

Figure L2: Housing Units by Decade



Source: U.S. Census Bureau, Census 2020 Summary File 1, Census 2010 Summary File 1, 2019-2023 5-Year American Community Survey (for 2000s and earlier, adjusted to yield total units in 2010).

Occupancy Factors

According to the U.S. Census Bureau, a household is a housing unit occupied by year-round residents. Development fees often use per capita standards and persons per housing unit (PPHU) or persons per household (PPH) to derive proportionate share fee amounts. When PPHU is used in the fee calculations, infrastructure standards are derived using year-round population. When PPH is used in the fee calculations, the development fee methodology assumes a higher percentage of housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends that development fees for residential development be imposed according to the number of persons per housing unit.

Occupancy calculations require data on population and the types of units by structure. The 2010 census did not obtain detailed information using a “long-form” questionnaire. Instead, the U.S. Census Bureau switched to a continuous monthly mailing of surveys, known as the American Community Survey (ACS), which has limitations due to sample-size constraints. For example, data on detached housing units are now combined with attached single units (commonly known as townhouses, which share a common sidewall, but are constructed on an individual parcel of land). For development fees in El Mirage, detached units, attached units, and mobile home units are included in the “Single-Family” category. The second residential category includes duplexes, all structures with two or more units on an individual parcel of land, recreation vehicles, and all other units.

Figure L3 below shows the occupancy estimates for El Mirage based on 2019-2023 American Community Survey 5-Year Estimates. Single-family units averaged 3.03 persons per housing unit and multi-family units averaged 2.72 persons per housing unit. The estimates shown below are used only to calculate occupancy factors and may not match population and housing unit estimates shown throughout this report.

Figure L3: Occupancy Factors

Housing Type	Persons	Households	Persons per Household	Housing Units	Persons per Housing Unit	Housing Mix	Vacancy Rate
Single-Family ¹	34,228	10,601	3.23	11,314	3.03	95.1%	6.30%
Multi-Family ²	1,583	535	2.96	582	2.72	4.9%	8.08%
Total	35,811	11,136	3.22	11,896	3.01	100.0%	6.39%

Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates.

1. Includes detached, attached (i.e., townhouses), and mobile home units.
2. Includes dwellings in structures with two or more units or a boat, RV, van, etc.

Occupancy by Bedroom Range

Development fees must be proportionate to the demand for infrastructure. Averages per household have a strong, positive correlation to the number of bedrooms, so TischlerBise recommends a fee schedule where larger units pay higher development fees. Benefits of the proposed methodology include 1) a proportionate assessment of infrastructure demand using local demographic data and 2) a progressive fee structure (i.e., smaller units pay less, and larger units pay more).

Custom tabulations of demographic data by bedroom range can be created from individual survey responses provided by the U.S. Census Bureau in files known as Public Use Microdata Samples (PUMS). PUMS files are only available for areas of at least 100,000 persons. El Mirage is entirely within Arizona Public Use Microdata Area (PUMA) 00130.

Shown in Figure L4, cells with yellow shading indicate the unweighted survey results, which yield the unadjusted estimate of 2.05 persons per household. Unadjusted persons per housing unit estimates are adjusted to match the control total for El Mirage – 3.03 persons per housing unit (see Figure L3). Adjusted persons per housing unit estimates range from 2.45 persons per housing unit for single family units with zero to two bedrooms up to 5.27 persons per housing unit for single family units with four or more bedrooms. This is repeated for multi-family units, as shown in Figure L5.

Figure L4: Single Family Occupancy by Bedroom Range

Bedroom Range	Persons ¹	Vehicles Available ¹	Housing Units ¹	Housing Mix	Unadjusted PPHU	Adjusted PPHU ²	Unadjusted VPHU	Adjusted VPHU ²
0-2	2,826	2,348	1,705	61%	1.66	2.45	1.38	1.80
3	1,819	1,422	785	28%	2.32	3.42	1.81	2.37
4+	1,101	720	308	11%	3.57	5.27	2.34	3.06
Total	5,746	4,490	2,798	100%	2.05	3.03	1.60	2.10

National Averages According to ITE

ITE Code	AWVTE per Person	AWVTE per Vehicle	AWVTE per HU	Housing Mix
210 SFD	2.65	6.36	9.43	87%
220 Apt	1.86	5.10	6.74	13%
Wtd Avg	2.55	6.20	9.09	100%

Recommended AWVTE per Household

Bedroom Range	AWVTE per HU Based on Persons ³	AWVTE per HU Based on Vehicles ⁴	AWVTE per Housing Unit ⁵	
0-2	6.49	11.45	8.97	1. American Community Survey, Public Use Microdata Sample for AZ PUMA 00130 (2019-2023 5-Year unweighted data). 2. Adjusted multipliers are scaled to make the average PUMS values match control totals for El Mirage, based on American Community Survey 2019-2023 5-Year Estimates. 3. Adjusted persons per housing unit multiplied by national weighted average trip rate per person. 4. Adjusted vehicles available per housing unit multiplied by national weighted average trip rate per vehicle. 5. Average trip rates based on persons and vehicles per housing unit.
3	9.06	15.07	12.07	
4+	13.97	19.46	16.72	
Average	8.03	13.36	10.70	

Figure L5: Multi-Family Occupancy by Bedroom Range

Bedroom Range	Persons ¹	Vehicles Available ¹	Housing Units ¹	Housing Mix	Unadjusted PPHU	Adjusted PPHU ²	Unadjusted VPHU	Adjusted VPHU ²
0-1	258	162	208	47%	1.24	2.12	0.78	1.49
2	350	225	200	45%	1.75	2.98	1.13	2.15
3+	105	64	39	9%	2.69	4.59	1.64	3.14
Total	713	451	447	100%	1.60	2.72	1.01	1.93

National Averages According to ITE

ITE Code	AWVTE per Person	AWVTE per Vehicle	AWVTE per HU	Housing Mix
210 SFD	2.65	6.36	9.43	87%
220 Apt	1.86	5.10	6.74	13%
Wtd Avg	2.55	6.20	9.09	100%

Recommended AWVTE per Household

Bedroom Range	AWVTE per HU Based on Persons ³	AWVTE per HU Based on Vehicles ⁴	AWVTE per Housing Unit ⁵	
0-1	3.94	7.60	5.77	1. American Community Survey, Public Use Microdata Sample for AZ PUMA 00130 (2019-2023 5-Year unweighted data). 2. Adjusted multipliers are scaled to make the average PUMS values match control totals for El Mirage, based on American Community Survey 2019-2023 5-Year Estimates. 3. Adjusted persons per housing unit multiplied by national weighted average trip rate per person. 4. Adjusted vehicles available per housing unit multiplied by national weighted average trip rate per vehicle. 5. Average trip rates based on persons and vehicles per housing unit.
2	5.54	10.97	8.26	
3+	8.54	16.01	12.28	
Average	5.06	9.84	7.45	

Occupancy by Housing Size

To estimate square feet of living area by bedroom range, TischlerBise uses 2023 U.S. Census Bureau data for single family housing units constructed in the Census Mountain region and CoStar data for multi-family units in El Mirage.

Average square feet of living area and persons per housing unit by bedroom range for single family units are plotted in Figure L6 with a logarithmic trend line derived from U.S. Census Bureau estimates discussed in the previous paragraph and adjusted persons per housing unit estimates shown in Figure L4. Using the trendline formula shown in the figure, the number of persons per housing unit by square feet range of living area is derived (as shown in the gray shaded column). The formula allows localities to modify housing unit square feet ranges (used in impact fee schedules) to respond to changing market conditions. Average square feet of living area and persons per housing unit by bedroom range for multi-family units are plotted in Figure L7 with a logarithmic trend line derived from the CoStar data discussed in the previous paragraph and adjusted persons per housing unit estimates shown in Figure L5.

Figure L6: Single Family Occupancy by Housing Size

Average persons per housing unit derived from 2019-2023 ACS 5-Year PUMS data including El Mirage. Unit sizes by bedroom from the 2023 U.S. Census Bureau average for all single family units constructed in the Census Mountain region.	Actual Averages per Housing Unit			Fitted-Curve Values	
	Bedrooms	Square Feet	Persons	Sq Ft Range	Persons
	0-2	1,532	2.45	1,249 or less	1.67
	3	2,070	3.42	1,250 to 1,999	3.37
	4+	3,357	5.27	2,000 to 2,499	4.18
				2,500 to 2,999	4.84
				3,000 or more	5.39

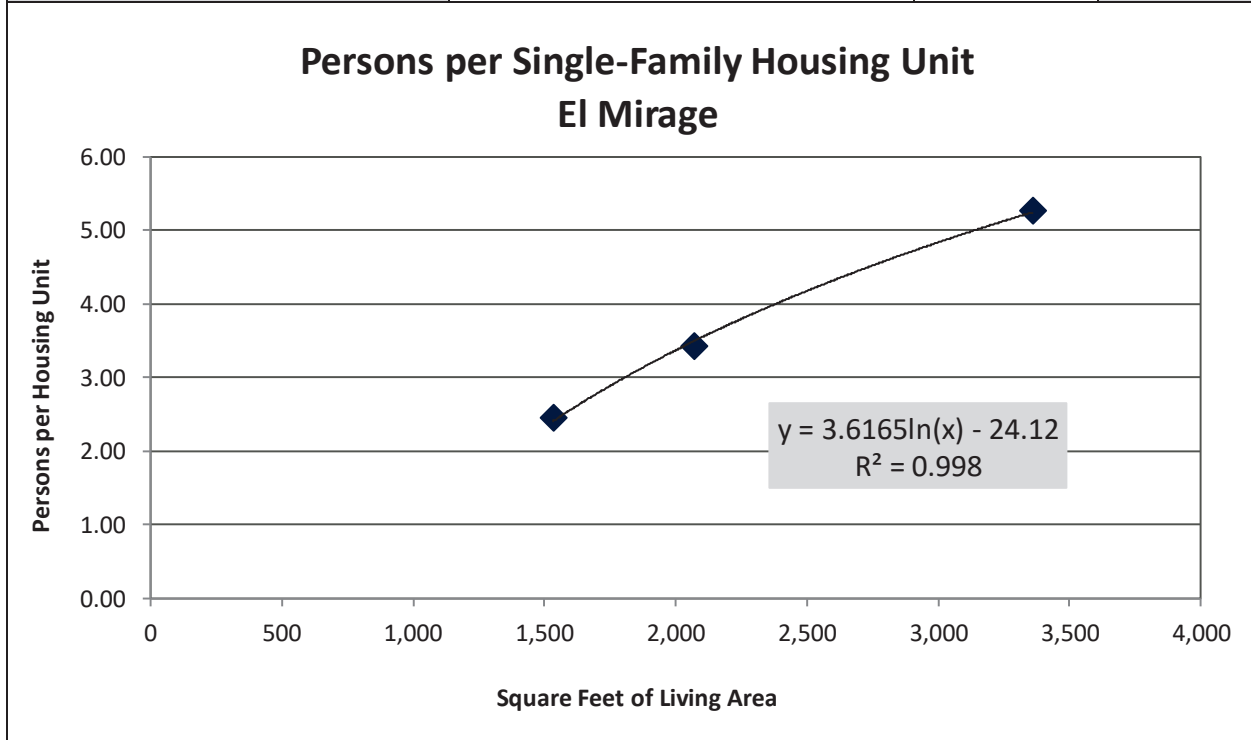
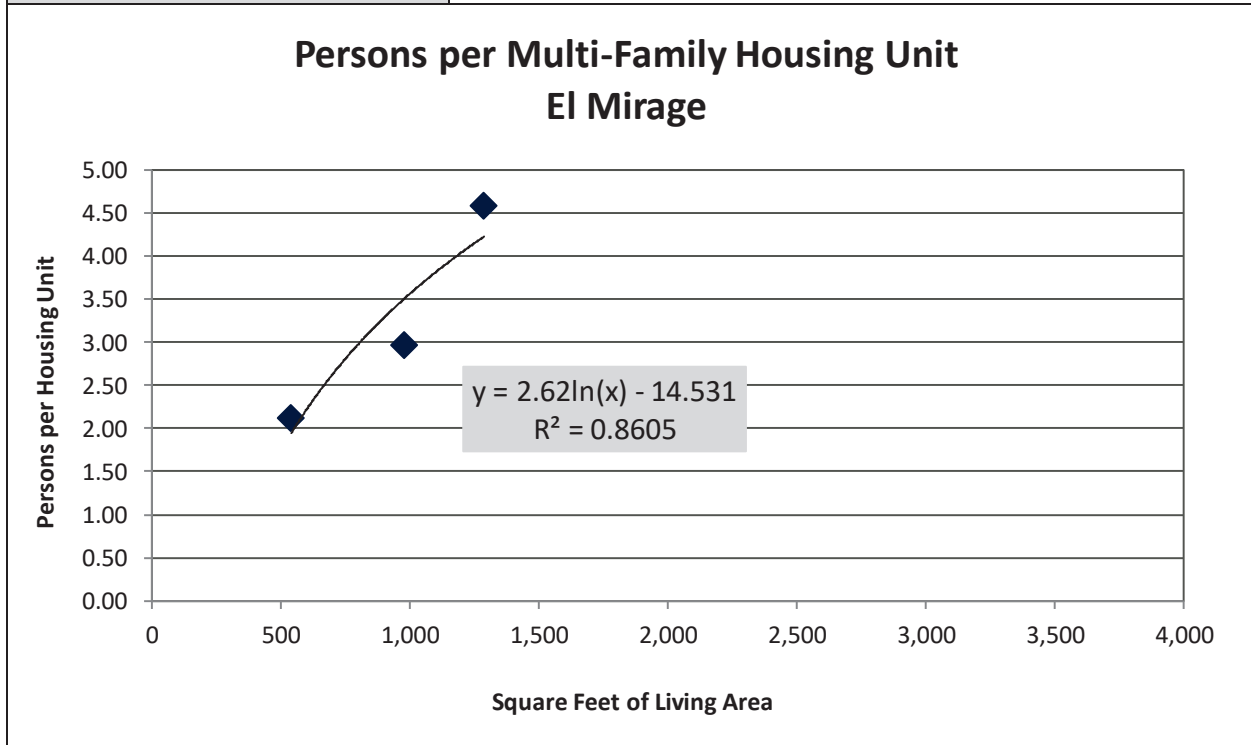


Figure L7: Multi-Family Occupancy by Housing Size

Average persons per housing unit derived from 2019-2023 ACS 5-Year PUMS data including El Mirage. Unit sizes by bedroom from CoStar for El Mirage, Arizona.	Actual Averages per Housing Unit			Fitted-Curve Values	
	Bedrooms	Square Feet	Persons	Sq Ft Range	Persons
	0-1	540	2.12	749 or less	2.81
	2	978	2.98	750 to 999	3.57
	3+	1,287	4.59	1,000 to 1,249	4.15
			1,250 or more	4.63	



Residential Estimates

For 2020, data published by the U.S. Census Bureau includes 35,805 persons living in 11,481 housing units citywide. Using data published by the Maricopa Association of Governments (MAG), the 2025 population estimate includes 37,300 persons. Converting additional population to housing units using the occupancy factors shown in Figure L3 results in a 2025 housing unit estimate of 12,372 units. For this study, the analysis assumes all occupancy factors shown in Figure L3 other than housing mix will remain constant throughout the 10-year projection period. Future housing mix is projected based on the remaining development property land uses provided by City staff.

Residential Projections

Population and housing unit projections are used to illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease.

TischlerBise projects future residential development using a combination of data published by MAG and staff recommendations. MAG population projections released in 2023 include a 2025 population of 37,300 and a 2035 population of 38,200. Converting the population increase to housing units is done by using the occupancy factors shown in Figure L3 and the housing mix based on development information from City staff.

The housing unit projections, shown below, include 31 new single-family units and 297 new multi-family units for a 10-year increase of 327 units. Given the MAG projected population increase of 900 and the occupancy factors shown in Figure L3, there are 93 new residents from single-family units and 807 new residents from multi-family units ((31 single-family units X 3.03 persons per housing unit) and (297 multi-family units X 2.72 persons per housing unit)).

Figure L8: Residential Projections

El Mirage, Arizona	2025	2026	2027	2028	2029	2030	2035	10-Year Increase
	Base Year	1	2	3	4	5	10	
Single Family	35,651	35,672	35,672	35,682	35,692	35,703	35,744	93
Multi-Family	1,649	1,828	1,828	1,918	2,008	2,097	2,456	807
Population	37,300	37,500	37,500	37,600	37,700	37,800	38,200	900
Housing Units								
Single Family	11,766	11,773	11,773	11,776	11,780	11,783	11,797	31
Multi-Family	606	672	672	705	738	771	903	297
Total	12,372	12,445	12,445	12,481	12,518	12,554	12,700	327

NONRESIDENTIAL DEVELOPMENT

This section details current estimates and future projections of nonresidential development including jobs and nonresidential floor area.

Nonresidential Demand Factors

TischlerBise uses the term jobs to refer to employment by place of work. In Figure L9, gray shading indicates the nonresidential development prototypes used to derive employment densities. For nonresidential development, TischlerBise uses data published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Warehousing (ITE 150) with 2,953 square feet of floor area per employee. For office development, the proxy is General Office (ITE 710) with 307 square feet of floor area per employee. Institutional development uses Hospital (ITE 610) with 350 square feet of floor area per employee. The prototype for commercial development is Shopping Center (ITE 820) with 471 square feet of floor area per employee.

Figure L9: Nonresidential Demand Units

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit ¹	Wkdy Trip Ends Per Employee ¹	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
750	Office Park	1,000 Sq Ft	11.07	3.54	3.13	320
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Nonresidential Estimates

For 2025 employment, data from Esri estimates 2025 employment at 3,908 jobs. For 2025 nonresidential floor area, TischlerBise utilized CoStar to obtain a 2025 estimate of 3,040,660 square feet.

Shown in the bottom on Figure L10 is the 2025 jobs and nonresidential floor area estimates.

Figure L10: Nonresidential Estimates

Nonresidential Category	2025 Jobs ¹	2025 Estimated Floor Area ²
Industrial ²	1,253	1,406,203
Commercial ³	983	593,402
Office & Other Service ⁴	872	161,644
Institutional ⁵	800	879,411
Total	3,908	3,040,660

1. Esri Business Analyst, 2025.
1. CoStar Commercial Real Estate Database, 2025.
2. Major sectors include Manufacturing, Wholesale Trade.
3. Major sectors include Retail Trade, Accommodation & Food Services.
4. Major sectors include Health Care, Other Services.
5. Major sectors include Public Administration, Educational Services.

Nonresidential Projections

Employment and floor area projections are used to illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease.

TischlerBise projects nonresidential development using employment data published by MAG in the 2023 Socioeconomic Projections document. Projected employment growth over the next 10 years includes an additional 5,529 jobs. The projected employment growth was split according to development property land use information provided by the City.

To convert employment to nonresidential floor area, the analysis applies previous year’s square footage per job factor to the employment projections shown below. For example, the 2026 industrial jobs estimate of 1,615 is multiplied by the 2025 industrial jobs estimate of 1,253 divided by the 2025 industrial square footage estimate of 1,406,203 to generate a 2026 industrial square footage estimate of 1,812,046. Based on these assumptions, the 10-year projections include an increase of approximately 5,304,455 square feet.

Figure L11: Nonresidential Projections

El Mirage, Arizona	2025	2026	2027	2028	2029	2030	2035	10-Year Increase
	Base Year	1	2	3	4	5	10	
Employment								
Industrial	1,253	1,615	2,031	2,509	3,060	3,693	4,656	3,403
Commercial	983	1,166	1,376	1,618	1,896	2,216	2,702	1,719
Office & Other Services	872	872	872	872	872	872	872	0
Institutional	800	843	893	951	1,017	1,092	1,208	408
Total	3,908	4,496	5,172	5,949	6,844	7,873	9,437	5,529
Nonres. Floor Area (x1,000)								
Industrial	1,406	1,812	2,279	2,816	3,434	4,145	5,225	3,819
Commercial	593	704	831	976	1,144	1,337	1,631	1,038
Office & Other Services	162	162	162	162	162	162	162	0
Institutional	879	927	982	1,045	1,117	1,201	1,328	448
Total	3,041	3,604	4,253	4,999	5,857	6,845	8,345	5,304

AVERAGE WEEKDAY VEHICLE TRIPS

El Mirage will use average weekday vehicle trips (AWVT) for fire facilities fees, police facilities fees, and transportation fees. Components used to determine AWVT include average weekday vehicle trip generation rates, adjustments for commuting patterns, and adjustments for pass-by trips.

Residential Trip Generation Rates

As an alternative to simply using national average trip generation rates for residential development, published by the Institute of Transportation Engineers (ITE), TischlerBise calculates custom trip rates using local demographic data. Key inputs needed for the analysis, including average number of persons and vehicles available per housing unit, are available from American Community Survey (ACS) data.

Vehicle Trip Ends by Bedroom Range

TischlerBise recommends a fee schedule where larger units pay higher development fees than smaller units. Benefits of the proposed methodology include: 1) proportionate assessment of infrastructure demand using local demographic data, and 2) progressive fee structure (i.e., smaller units pay less, and larger units pay more). TischlerBise creates custom tabulations of demographic data by bedroom range from individual survey responses provided by the U.S. Census Bureau in files known as Public Use Microdata Samples (PUMS). PUMS files are only available for areas of at least 100,000 persons, El Mirage is entirely within Public Use Microdata Area (AZ PUMA) 00130. Shown in Figure L12, cells with yellow shading indicate the survey results, which yield the unadjusted number of persons and vehicles available per housing unit. Unadjusted vehicles per housing unit are adjusted to El Mirage control totals of 2.10 vehicles per housing unit. Adjusted vehicles per housing unit estimates range from 1.80 vehicles per housing unit for single family units with zero to two bedrooms up to 3.06 vehicles per housing unit for single family units with four or more bedrooms. This is repeated for multi-family units, as shown in Figure L13.

Figure L12: Single Family Vehicle Trip Ends by Bedroom Range

Bedroom Range	Persons ¹	Vehicles Available ¹	Housing Units ¹	Housing Mix	Unadjusted PPHU	Adjusted PPHU ²	Unadjusted VPHU	Adjusted VPHU ²
0-2	2,826	2,348	1,705	61%	1.66	2.45	1.38	1.80
3	1,819	1,422	785	28%	2.32	3.42	1.81	2.37
4+	1,101	720	308	11%	3.57	5.27	2.34	3.06
Total	5,746	4,490	2,798	100%	2.05	3.03	1.60	2.10

National Averages According to ITE

ITE Code	AWVTE per Person	AWVTE per Vehicle	AWVTE per HU	Housing Mix
210 SFD	2.65	6.36	9.43	87%
220 Apt	1.86	5.10	6.74	13%
Wtd Avg	2.55	6.20	9.09	100%

Recommended AWVTE per Household

Bedroom Range	AWVTE per HU Based on Persons ³	AWVTE per HU Based on Vehicles ⁴	AWVTE per Housing Unit ⁵	
0-2	6.49	11.45	8.97	1. American Community Survey, Public Use Microdata Sample for AZ PUMA 00130 (2019-2023 5-Year unweighted data). 2. Adjusted multipliers are scaled to make the average PUMS values match control totals for El Mirage, based on American Community Survey 2019-2023 5-Year Estimates. 3. Adjusted persons per housing unit multiplied by national weighted average trip rate per person. 4. Adjusted vehicles available per housing unit multiplied by national weighted average trip rate per vehicle. 5. Average trip rates based on persons and vehicles per housing unit.
3	9.06	15.07	12.07	
4+	13.97	19.46	16.72	
Average	8.03	13.36	10.70	

Figure L13: Multi-Family Vehicle Trip Ends by Bedroom Range

Bedroom Range	Persons ¹	Vehicles Available ¹	Housing Units ¹	Housing Mix	Unadjusted PPHU	Adjusted PPHU ²	Unadjusted VPHU	Adjusted VPHU ²
0-1	258	162	208	47%	1.24	2.12	0.78	1.49
2	350	225	200	45%	1.75	2.98	1.13	2.15
3+	105	64	39	9%	2.69	4.59	1.64	3.14
Total	713	451	447	100%	1.60	2.72	1.01	1.93

National Averages According to ITE

ITE Code	AWVTE per Person	AWVTE per Vehicle	AWVTE per HU	Housing Mix
210 SFD	2.65	6.36	9.43	87%
220 Apt	1.86	5.10	6.74	13%
Wtd Avg	2.55	6.20	9.09	100%

Recommended AWVTE per Household

Bedroom Range	AWVTE per HU Based on Persons ³	AWVTE per HU Based on Vehicles ⁴	AWVTE per Housing Unit ⁵	
0-1	3.94	7.60	5.77	1. American Community Survey, Public Use Microdata Sample for AZ PUMA 00130 (2019-2023 5-Year unweighted data). 2. Adjusted multipliers are scaled to make the average PUMS values match control totals for El Mirage, based on American Community Survey 2019-2023 5-Year Estimates. 3. Adjusted persons per housing unit multiplied by national weighted average trip rate per person. 4. Adjusted vehicles available per housing unit multiplied by national weighted average trip rate per vehicle. 5. Average trip rates based on persons and vehicles per housing unit.
2	5.54	10.97	8.26	
3+	8.54	16.01	12.28	
Average	5.06	9.84	7.45	

Vehicle Trip Ends by Housing Size

To derive average weekday vehicle trip ends by dwelling size, TischlerBise uses 2023 U.S. Census Bureau data for single family housing units constructed in the Census Mountain region and CoStar data for for multi-family housing units constructed in El Mirage.

Citywide average floor area and weekday vehicle trip ends by bedroom range for single family units are plotted in Figure L14 with a logarithmic trend line. TischlerBise uses the trend line formula to derive estimated trip ends, by housing unit size, for the size ranges shown below. Average square feet of living area and weekday vehicle trip ends by bedroom range for multi-family units are plotted in Figure L15 with a logarithmic trend line.

Figure L14: Single Family Vehicle Trip Ends by Housing Size

Average persons per housing unit derived from 2019-2023 ACS 5-Year PUMS data including El Mirage. Unit sizes by bedroom from the 2023 U.S. Census Bureau average for all single family units constructed in the Census Mountain region.	Actual Averages per Housing Unit			Fitted-Curve Values	
	Bedrooms	Square Feet	Trip Ends	Sq Ft Range	Trip Ends
	0-2	1,532	8.97	1,249 or less	7.02
	3	2,070	12.07	1,250 to 1,999	11.65
	4+	3,357	16.72	2,000 to 2,499	13.85
				2,500 to 2,999	15.64
				3,000 or more	17.16

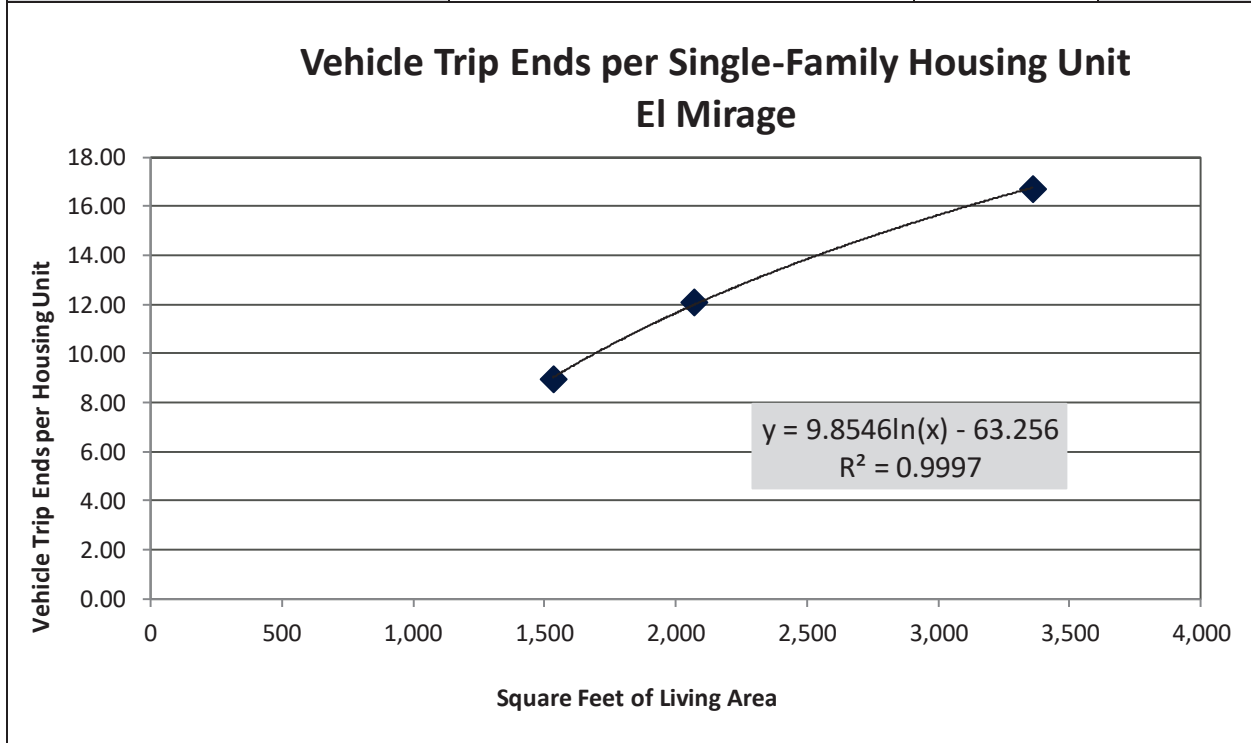
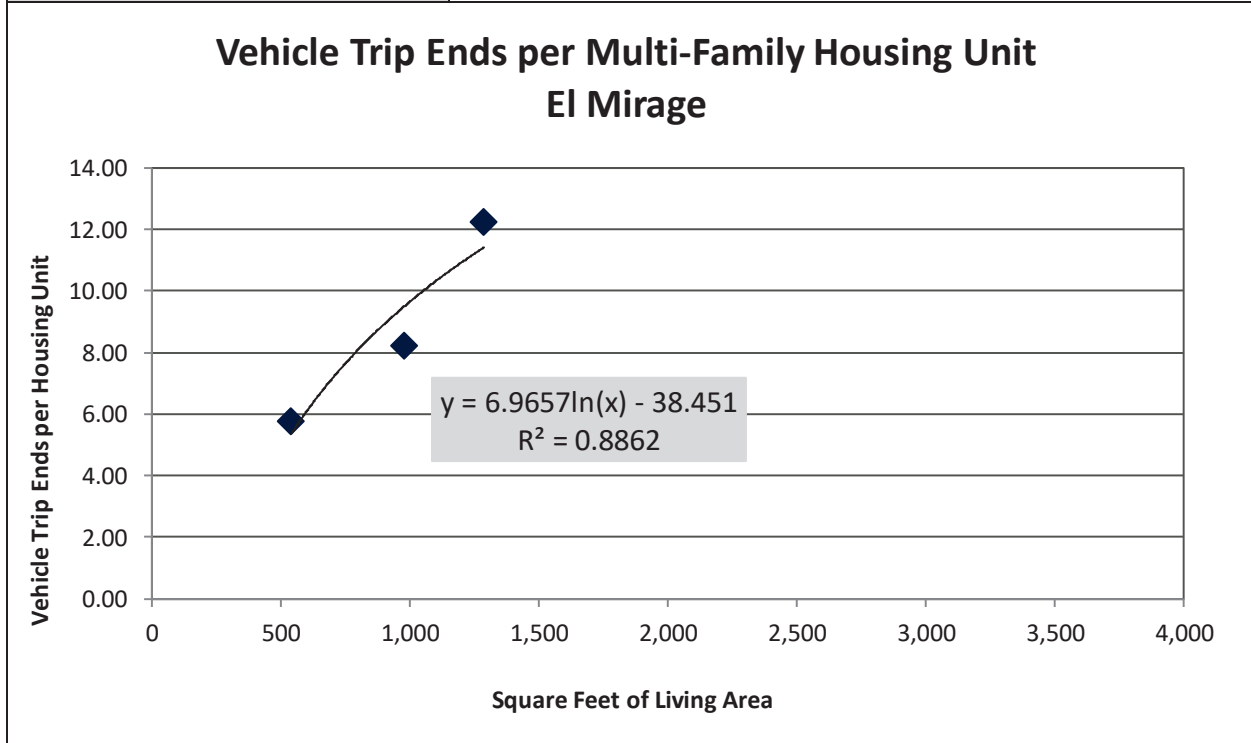


Figure L15: Multi-Family Vehicle Trip Ends by Housing Size

Average persons per housing unit derived from 2019-2023 ACS 5-Year PUMS data including El Mirage. Unit sizes by bedroom from CoStar for El Mirage, Arizona.	Actual Averages per Housing Unit			Fitted-Curve Values	
	Bedrooms	Square Feet	Trip Ends	Sq Ft Range	Trip Ends
	0-1	540	5.77	749 or less	7.66
	2	978	8.26	750 to 999	9.67
	3+	1,287	12.28	1,000 to 1,249	11.22
			1,250 or more	12.49	



Nonresidential Trip Generation Rates

For nonresidential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Warehousing (ITE 130) which generates 1.71 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area. For office & other services development, the proxy is General Office (ITE 710), and it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area. Institutional development uses Hospital (ITE 730) and generates 10.77 average weekday vehicle trip ends per 1,000 square feet of floor area.

Figure L16: Average Weekday Vehicle Trip Ends by Land Use

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit ¹	Wkdy Trip Ends Per Employee ¹	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
750	Office Park	1,000 Sq Ft	11.07	3.54	3.13	320
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Residential Trip Generation Rates

For residential development, a customized trip rate is calculated for single family and multi-family units in El Mirage.

TischlerBise starts with trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). For single family development, the proxy is Single Family Detached Housing (ITE 210), and this type of development generates 9.43 average weekday vehicle trip ends per housing unit. For multi-family development, the proxy is Multifamily Housing Low-Rise (ITE 220), and this type of development generates 6.74 average weekday vehicle trip ends per housing unit.

These proxies are then adjusted to local trip rates by using the most recent data from the U.S. Census Bureau American Community Survey (ACS) with equations provided by the ITE to calculate trip ends per housing unit factor. A single family unit in El Mirage is estimated to generate 10.63 average weekday vehicle trips. A multi-family unit in El Mirage is estimated to generate 8.41 average weekday vehicle trips.

Figure L17: Customized Residential Trip End Rates by Housing Type

Tenure by Units in Structure	Vehicles Available ¹	Households by Structure Type ²			Vehicles per HH by
		Single-Family	Multi-Family	Total	
Owner-Occupied	16,905	7,692	66	7,758	2.18
Renter-Occupied	6,404	2,909	469	3,378	1.90
Total	23,309	10,601	535	11,136	2.09

Units in Structure	Persons in Households ³	Trip Ends ⁴	Vehicles by Type of Unit	Trip Ends ⁵	Average Trip Ends	Housing Units ⁶	Trip Ends per Housing Unit	National Average ⁷
Single-Family	34,228	95,274	22,276	145,192	120,233	11,314	10.63	9.43
Multi-Family	1,583	5,429	1,033	4,363	4,896	582	8.41	6.74
Total	35,811	100,702	23,309	149,556	125,129	11,896	10.52	

- Vehicles available by tenure from Table B25046, American Community Survey, 2019-2023 5-Year Estimates.
- Households by tenure and units in structure from Table B25032, American Community Survey, 2019-2023 5-Year Estimates.
- Total population in households from Table B25033, American Community Survey, 2019-2023 5-Year Estimates.
- Vehicle trips ends based on persons using formulas from Trip Generation (ITE 2017). For single-family housing (ITE 210), the fitted curve equation is $EXP(0.89 \cdot LN(\text{persons}) + 1.72)$. To approximate the average population of the ITE studies, persons were divided by 61 and the equation result multiplied by 61. For multi-family housing (ITE 220), the fitted curve equation is $(3.47 \cdot \text{persons}) - 64.48$.
- Vehicle trip ends based on vehicles available using formulas from Trip Generation (ITE 2017). For single-family housing (ITE 210), the fitted curve equation is $EXP(0.99 \cdot LN(\text{vehicles}) + 1.93)$. To approximate the average number of vehicles in the ITE studies, vehicles available were divided by 87 and the equation result multiplied by 87. For multi-family housing (ITE 220), the fitted curve equation is $(3.94 \cdot \text{vehicles}) + 293.58$.
- Housing units from Table B25024, American Community Survey, 2019-2023 5-Year Estimates.
- Trip Generation, Institute of Transportation Engineers, 10th Edition (2021).

Trip Rate Adjustments

To calculate fire, police, and transportation fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent. As discussed further in this section, the development fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

Commuter Trip Adjustment

Residential development has a larger trip adjustment factor of 68 percent to account for commuters leaving El Mirage for work. According to the 2022 National Household Travel Survey (Table 8-2) weekday work trips are typically 36 percent of production trips (i.e., all out-bound trips, which are 50 percent of all trip ends). As shown in Figure L18, the U.S. Census Bureau’s OnTheMap web application indicates 99 percent of resident workers traveled outside of El Mirage for work in 2022. In combination, these factors ($0.36 \times 0.50 \times 0.99 = 0.18$) support the additional 18 percent allocation of trips to residential development.

Figure L18: Commuter Trip Adjustment

Trip Adjustment Factor for Commuters	
Employed Residents	16,702
Residents Living and Working in El Mirage	218
Residents Commuting Outside El Mirage for Work	16,484
Percent Commuting out of El Mirage	99%
Additional Production Trips ¹	18%
Residential Trip Adjustment Factor	68%

Source: U.S. Census Bureau, OnTheMap Application (version 6.25.1) and LEHD Origin-Destination Employment

1. According to the National Household Travel Survey (2022)*, published in December 2011 (see Table 8-2), home-based work trips are typically 36.00 percent of “production” trips, in other words, out-bound trips (which are 50 percent of all trip ends). Also, LED OnTheMap data from 2022 indicate that 99 percent of El Mirage's workers travel outside the city for work. In combination, these factors (0.360 x 0.50 x 0.99 = 0.18) account for 18 percent of additional production trips. The total adjustment factor for residential includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (18 percent of production trips) for a total of 68 percent.

*<http://nhts.ornl.gov/publications.shtml> ; Summary of Travel Trends - Table "Daily Travel Statistics by Weekday vs. Weekend"

Adjustment for Pass-By Trips

For commercial and institutional development, the trip adjustment factor is less than 50 percent because these types of development attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent, or 33 percent of the trip ends.

Average Weekday Vehicle Trips

Shown below in Figure L19, multiplying average weekday vehicle trip ends and trip adjustment factors (discussed on the previous page) by El Mirage’s existing development units provides the average weekday vehicle trips generated by existing development. As shown below, El Mirage’s existing citywide development generates 102,578 vehicle trips on an average weekday.

Figure L19: Average Weekday Vehicle Trips by Land Use

Development Type	Dev Unit	ITE Code	Avg Wkday VTE	Trip Adjustment	2025 Dev Units	2025 Veh Trips
Single Family	HU	210	10.63	68%	11,766	85,050
Multi-Family	HU	220	8.41	68%	606	3,467
Industrial	KSF	150	1.71	50%	1,406	1,202
Commercial	KSF	820	37.01	33%	593	7,247
Office & Other Services	KSF	710	10.84	50%	162	876
Institutional	KSF	610	10.77	50%	879	4,736
Total						102,578

DEVELOPMENT PROJECTIONS

Provided below is a summary of development projections used in the Development Fee Report. Base year estimates for 2025 are used in the fee calculations. Development projections are used to illustrate a possible future pace of demand for service units and cash flows resulting from revenues and expenditures associated with those demands.

Figure L20: Development Projections Summary

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	10-Year Increase
El Mirage, Arizona												
Base Year	1	2	3	4	5	6	7	8	9	10		
Population	37,300	37,500	37,600	37,700	37,800	37,800	38,000	38,200	38,200	38,200	38,200	900
Housing Units												
Single Family	11,766	11,773	11,776	11,780	11,783	11,783	11,790	11,797	11,797	11,797	11,797	31
Multi-Family	606	672	705	738	771	771	837	903	903	903	903	297
Total	12,372	12,445	12,481	12,518	12,554	12,554	12,627	12,700	12,700	12,700	12,700	327
Employment												
Industrial	1,253	1,615	2,509	3,060	3,693	3,872	4,057	4,249	4,449	4,656	4,656	3,403
Commercial	983	1,166	1,618	1,896	2,216	2,306	2,399	2,497	2,597	2,702	2,702	1,719
Office & Other Services	872	872	872	872	872	872	872	872	872	872	872	0
Institutional	800	843	893	1,017	1,092	1,114	1,136	1,159	1,183	1,208	1,208	408
Total	3,908	4,496	5,172	6,844	7,873	8,164	8,465	8,777	9,101	9,437	9,437	5,529
Nonres. Floor Area (x1,000)												
Industrial	1,406	1,812	2,279	3,434	4,145	4,345	4,553	4,769	4,993	5,225	5,225	3,819
Commercial	593	704	831	1,144	1,337	1,392	1,448	1,507	1,568	1,631	1,631	1,038
Office & Other Services	162	162	162	162	162	162	162	162	162	162	162	0
Institutional	879	927	982	1,117	1,201	1,224	1,249	1,274	1,301	1,328	1,328	448
Total	3,041	3,604	4,253	5,857	6,845	7,123	7,412	7,712	8,023	8,345	8,345	5,304

Average Weekday Vehicle Trips

TischlerBise uses the projections shown below for the police, fire, and transportation development fees.

Figure L21: Average Weekday Vehicle Trips Summary

	Base	1	2	3	4	5	6	7	8	9	10	10-Year Increase
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
El Mirage, Arizona												
Single Family Units	11,766	11,773	11,773	11,776	11,780	11,783	11,783	11,790	11,797	11,797	11,797	31
Multi-Family Units	606	672	672	705	738	771	771	837	903	903	903	297
Industrial KSF	1,406	1,812	2,279	2,816	3,434	4,145	4,345	4,553	4,769	4,993	5,225	3,819
Commercial KSF	593	704	831	976	1,144	1,337	1,392	1,448	1,507	1,568	1,631	1,038
Office & Other Services KSF	162	162	162	162	162	162	162	162	162	162	162	0
Institutional KSF	879	927	982	1,045	1,117	1,201	1,224	1,249	1,274	1,301	1,328	448
Single Family Trips	85,050	85,099	85,099	85,123	85,148	85,173	85,173	85,222	85,271	85,271	85,271	221
Multi-Family Trips	3,467	3,844	3,844	4,033	4,221	4,410	4,410	4,787	5,164	5,164	5,164	1,698
Residential Trips	88,516	88,943	88,943	89,156	89,369	89,582	89,582	90,009	90,435	90,435	90,435	1,918
Industrial Trips	1,202	1,549	1,948	2,408	2,936	3,544	3,715	3,893	4,078	4,269	4,467	3,265
Commercial Trips	7,247	8,594	10,143	11,926	13,976	16,334	17,000	17,691	18,407	19,149	19,919	12,672
Office & Other Services Trips	876	876	876	876	876	876	876	876	876	876	876	0
Institutional Trips	4,736	4,992	5,287	5,627	6,018	6,467	6,594	6,725	6,862	7,003	7,150	2,414
Nonresidential Trips	14,061	16,012	18,255	20,836	23,805	27,221	28,185	29,185	30,222	31,297	32,412	18,351
Total Vehicle Trips	102,578	104,955	107,198	109,992	113,175	116,803	117,768	119,194	120,657	121,732	122,847	20,269

FIRE FACILITIES

ARS § 9-463.05 (T)(7)(f) defines the eligible facilities and assets for the Fire Facilities IIP:

“Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation.”

The Fire Facilities IIP includes components for fire facilities, fire apparatus, and the cost of preparing the Fire Facilities IIP and related development fee report. The incremental expansion methodology is used for fire facilities and fire apparatus. The plan-based methodology is used for the development fee report.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Fire Facilities IIP and development fees allocate fire capital costs between residential and nonresidential development based on a functional population approach. The functional population approach allocates the cost of facilities to residential and nonresidential development based on average activity of residents and workers in the City over a 24-hour period.

Residents that do not work are assigned 20 hours per day to residential development and 4 hours per day to nonresidential development (annualized averages). Residents that work in El Mirage are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside El Mirage are assigned 14 hours to residential development, the remaining hours in the day are assumed to be spent outside of El Mirage working. Inflow commuters are assigned 10 hours to nonresidential development. Based on the most recent local functional population data, residential development accounts for 86 percent of the functional population, while nonresidential development accounts for 14 percent, see Figure F1. The figure is used only for the functional population calculation, population and job estimates are produced separately.

Figure F1: Proportionate Share

Demand Units in 2022				
Residential			Demand Hours/Day	Person Hours
Population	36,275			
Residents Not Working	19,573		20	391,460
Employed Residents	16,702			
Employed in El Mirage		218	14	3,052
Employed outside El Mirage		16,484	14	230,776
		Residential Subtotal		625,288
		Residential Share		86%
Nonresidential				
Non-working Residents	19,573		4	78,292
Jobs Located in El Mirage	2,491			
Residents Employed in El Mirage		218	10	2,180
Non-Resident Workers (inflow commuters)		2,273	10	22,730
		Nonresidential Subtotal		103,202
		Nonresidential Share		14%
		Total		728,490

Source: Arizona Office of Economic Opportunity (population), U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, Version 6.25.1 (employment).

SERVICE UNITS

The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by housing size. TischlerBise recommends using vehicle trips as the demand indicator for nonresidential demand because vehicle trips are highest for retail developments, such as shopping centers, and lowest for industrial development. Office and institutional trip rates fall between the other two categories. This ranking of trip rates is consistent with the relative demand for public safety services from nonresidential development. Other possible nonresidential demand indicators, such as employment or floor area, will not accurately reflect the demand for service. For example, if employees per thousand square feet were used as the demand indicator, public safety development fees would be disproportionately high for office and institutional development because offices typically have more employees per 1,000 square feet than retail uses. If floor area were used as the demand indicator, public safety development fees would be disproportionately high for industrial development.

SERVICE AREA

El Mirage’s Fire Department strives to provide a uniform response time within the City limits; therefore, there is a Citywide service area for the Fire Facilities IIP.

RATIO OF SERVICE UNITS TO DEVELOPMENT UNITS

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Figure F2 displays the demand indicators per development unit for residential and nonresidential development. For residential development, the table displays the number of persons per housing unit for each development unit based on residential unit size shown in Figure L6. For nonresidential development, the table displays the number of vehicle trips per development unit based on ITE trip generation rates shown in Figure L9.

Figure F2: Ratio of Service Units to Development Units

Residential Development		
Unit Type	Development Unit	Persons per Dev. Unit ¹
Single Family		
1,249 or less	Housing Unit	1.67
1,250 to 1,999	Housing Unit	3.37
2,000 to 2,499	Housing Unit	4.18
2,500 to 2,999	Housing Unit	4.84
3,000 or more	Housing Unit	5.39
Multi-Family		
749 or less	Housing Unit	2.81
750 to 999	Housing Unit	3.57
1,000 to 1,249	Housing Unit	4.15
1,250 or more	Housing Unit	4.63

Nonresidential Development				
Development Type	Development Unit	Avg Weekday Veh Trip Ends ¹	Trip Rate Adjustment	Vehicle Trips per Dev. Unit ¹
Industrial	1,000 Sq Ft	1.71	50%	0.86
Commercial	1,000 Sq Ft	37.01	33%	12.21
Office & Other Services	1,000 Sq Ft	10.84	50%	5.42
Institutional	1,000 Sq Ft	10.77	50%	5.39

1. See Land Use Assumptions

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Fire Facilities – Plan Based

El Mirage will use development fees to expand its current inventory of Fire facilities. Shown below in Figure F3, El Mirage’s existing inventory includes 14,600 square feet of Fire facilities space. Functional population is used to allocate the proportionate share of demand to residential and nonresidential development. El Mirage’s existing level of service for residential development is 0.3366 square feet per person (14,600 square feet X 86 percent residential share / 37,200 persons). The existing nonresidential level of service is 0.1454 square feet per vehicle trip (14,600 square feet X 14 percent nonresidential share / 14,061 vehicle trips).

Figure F3: Existing Fire Facilities Level of Service

Description	Square Feet
Station 1	14,600
Total	14,600

Residential	
Residential Share	86%
2025 Population	37,300
Square Feet per Person	0.3366
Nonresidential	
Nonresidential Share	14%
2025 Vehicle Trips	14,061
Square Feet per Vehicle Trip	0.1454

Source: City of El Mirage

El Mirage plans to expand its Fire facilities so that the Fire Department is able to serve future development. Shown in Figure F4, El Mirage plans to construct 15,600 additional square feet of facilities over the next 10 years. To allocate the proportionate share of demand to residential and nonresidential development, this analysis uses functional population shown in Figure F1. The planned level of service for residential development will be 0.6799 square feet per person (30,200 square feet X 86 percent residential share / 38,200 persons). The planned nonresidential level of service will be 0.1304 square feet per vehicle trip (30,200 square feet X 14 percent nonresidential share / 32,412 vehicle trips). Based on the total cost of \$18,200,000 million for 15,600 square feet, the cost is \$1,167 per square foot (\$18,200,000 construction cost / 15,600 square feet). This results in a cost of \$793.21 per person (0.6799 square feet per person X \$1,167 per square foot) and \$152.19 per vehicle trip (0.1304 square feet per vehicle trip X \$1,167 per square foot).

Figure F4: Planned Level of Service

Description	Cost	Square Feet	Cost per Sq Ft
Station 1 Addition	\$2,500,000	2,100	\$1,190
New Station 2	\$15,700,000	13,500	\$1,163
	\$18,200,000	15,600	\$1,167

Cost Factors	
Cost per Square Foot	\$1,167

Level-of-Service (LOS) Standards	
Existing Square Feet	14,600
Planned Square Feet	15,600
Future Square Feet	30,200
Residential	
Residential Share	86%
2035 Population	38,200
Square Feet per Person	0.6799
Cost per Person	\$793.21
Nonresidential	
Nonresidential Share	14%
2035 Vehicle Trips	32,412
Square Feet per Vehicle Trip	0.1304
Cost per Vehicle Trip	\$152.19

Source: El Mirage Fire Department

Fire Apparatus – Incremental Expansion

El Mirage currently serves existing development with 4 fire apparatus and plans to acquire additional fire apparatus to serve future development. The replacement cost of the existing fleet is \$1,800,000. The average cost of the existing fleet is \$450,000 per unit, and the analysis uses this as a proxy for future growth-related fire apparatus costs.

Figure F5: Existing Fire Apparatus

Description	Vehicles	Unit Cost	Total Cost
Engine	2	\$750,000	\$1,500,000
Brush	1	\$200,000	\$200,000
Battalion Chief	1	\$100,000	\$100,000
Total	4	\$450,000	\$1,800,000

Source: El Mirage Fire Department Analysis Report, 2022.

To allocate the proportionate share of demand for fire apparatus to residential and nonresidential development, this analysis uses functional population outlined in Figure F1. El Mirage’s existing level of service for residential development is 0.00009 units per person (4 units X 86 percent residential share / 37,300 persons). The nonresidential level of service is 0.00004 units per vehicle trip (4 units X 14 percent nonresidential share / 14,061 vehicle trips).

Based on the total cost of El Mirage’s existing fire apparatus, the average cost for a new fire apparatus is \$450,000 per unit (\$1,800,000 total cost / 4 units). El Mirage may use development fees to expand its fire apparatus fleet. For fire apparatus, the cost is \$41.50 per person (0.00009 units per person X \$450,000 per unit) and \$17.92 per vehicle trip (0.00004 units per vehicle trip X \$450,000 per unit).

Figure F6: Existing Level of Service

Cost Factors	
Weighted Average per Vehicle	\$450,000

Level-of-Service (LOS) Standards	
Existing Units	4
Residential	
Residential Share	86%
2025 Population	37,300
Units per Person	0.00009
Cost per Person	\$41.50
Nonresidential	
Nonresidential Share	14%
2025 Vehicle Trips	14,061
Units per Vehicle Trip	0.00004
Cost per Vehicle Trip	\$17.92

Source: El Mirage Fire Department Analysis Report, 2022.

Development Fee Report – Plan Based

The 2025 cost to prepare the Fire Facilities IIP and related development fee report equals \$19,264. El Mirage plans to update its report every five years. Based on the 5-year cost, proportionate share, and 5-year projections of future development from the *Land Use Assumptions* document, the cost per service unit is \$33.13 per person and \$0.20 per vehicle trip.

Figure F7: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	2025	2030	5-Year Change	Cost per Service Unit
Fire	\$19,264	Residential	86%	Population	37,300	37,800	500	\$33.13
		Nonresidential	14%	Vehicle Trips	14,061	27,221	13,160	\$0.20
Wastewater	\$19,264	All Development	100%	ADG	2,334,186	2,530,675	196,489	\$0.10
Parks and Recreation	\$19,264	Residential	99%	Population	37,300	37,800	500	\$38.14
		Nonresidential	1%	Jobs	3,908	7,873	3,965	\$0.05
Police	\$19,264	Residential	86%	Population	37,300	37,800	500	\$33.13
		Nonresidential	14%	Vehicle Trips	14,061	27,221	13,160	\$0.20
Street	\$19,264	All Development	100%	Vehicle Trips	102,578	116,803	14,225	\$1.35
Total	\$96,320							

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

As shown in the *Land Use Assumptions* document, projected development during the next 10 years includes population growth of 900 persons and employment growth of 18,351 vehicle trips. The following pages include a detailed projection of demand for services and costs for the Fire Facilities IIP.

Fire Facilities – Plan Based

El Mirage plans to expand their Fire facilities and establish a new level of service based on their new facilities and 2035 development estimates. Based on a projected population increase of 900 persons, future residential development demands approximately 612 square feet of fire facilities (900 additional persons X 0.6799 square feet per person). With projected nonresidential growth of 18,351 vehicle trips, future nonresidential development demands approximately 2,394 additional square feet of fire facilities (18,351 additional vehicle trips X 0.1304 square feet per vehicle trip). Future development demands approximately 3,006 square feet of fire facilities at a cost of \$3,506,616 (3,006 square feet X \$1,167 per square foot). El Mirage may use development fees to construct or expand fire facilities.

Figure F8: Projected Demand for Fire Station Space

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Fire Facilities	0.6799 Square Feet	per Person	\$1,167
	0.1304 Square Feet	per Vehicle Trip	

Demand for Fire Facilities					
Year	Population	Vehicle Trips	Square Feet		
			Residential	Nonresidential	Total
2025	37,300	14,061	25,360	1,834	27,194
2026	37,500	16,012	25,496	2,089	27,585
2027	37,500	18,255	25,496	2,381	27,877
2028	37,600	20,836	25,564	2,718	28,282
2029	37,700	23,805	25,632	3,105	28,737
2030	37,800	27,221	25,700	3,551	29,251
2031	37,800	28,185	25,700	3,677	29,377
2032	38,000	29,185	25,836	3,807	29,643
2033	38,200	30,222	25,972	3,942	29,914
2034	38,200	31,297	25,972	4,083	30,055
2035	38,200	32,412	25,972	4,228	30,200
10-Yr Increase	900	18,351	612	2,394	3,006

Growth-Related Expenditures	\$713,890	\$2,792,726	\$3,506,616
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Fire Apparatus – Incremental Expansion

El Mirage plans to maintain its existing level of service for fire apparatus over the next 10 years. Based on a projected population increase of 900 persons, future residential development demands approximately 0.1 fire apparatus (900 persons X 0.00009 units per person). With projected nonresidential growth of 18,351 vehicle trips, future nonresidential development demands approximately 0.7 fire apparatus (18,351 additional vehicle trips X 0.00004 units per vehicle trip). Future development demands approximately 1 fire apparatus at a cost of \$366,223 (0.8 units X \$450,000 per unit). El Mirage may use development fees to expand its fire apparatus fleet.

Figure F9: Projected Demand for Fire Apparatus

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Fire Apparatus	0.00009 Units	per Person	\$450,000
	0.00004 Units	per Vehicle Trip	

Year	Population	Vehicle Trips	Units		
			Residential	Nonresidential	Total
2025	37,300	14,061	3.4	0.6	4.0
2026	37,500	16,012	3.5	0.6	4.1
2027	37,500	18,255	3.5	0.7	4.2
2028	37,600	20,836	3.5	0.8	4.3
2029	37,700	23,805	3.5	0.9	4.4
2030	37,800	27,221	3.5	1.1	4.6
2031	37,800	28,185	3.5	1.1	4.6
2032	38,000	29,185	3.5	1.2	4.7
2033	38,200	30,222	3.5	1.2	4.7
2034	38,200	31,297	3.5	1.2	4.8
2035	38,200	32,412	3.5	1.3	4.8
10-Yr Increase	900	18,351	0.1	0.7	0.8

Growth-Related Expenditures	\$37,351	\$328,872	\$366,223
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FIRE FACILITIES DEVELOPMENT FEES

Bond Credit/Offset

El Mirage issued debt to fund construction of Fire facilities as part of the 2017 bond series. A credit is necessary since future development will pay the development fee and may also contribute to future bond payments through tax revenues. A credit is necessary for interest payments because development fee calculations include interest costs.

The analysis splits annual bond payments based on the proportionate shares of residential and nonresidential development and then divides by population for the residential portion and vehicle trips for the nonresidential portion. For example, the 2026 bond payment is \$9.14 per person (\$398,750 bond payment X 86 percent share / 37,500 persons) and \$3.49 per vehicle trip (\$398,750 bond payment X 14 percent share / 16,012 vehicle trips). To account for the time value of money, the analysis discounts annual payments per person and vehicle trip based on the bond interest rate of 3.00 percent. The total net present value of future bond payments is \$32.94 per person and \$10.49 per vehicle trip.

Figure F10: Bond Credit

Fire Share of Series 2017 Bonds							
Fiscal Year	Annual Debt Service	Residential Share	Population	Payment per Person	Nonresidential Share	Vehicle Trips	Payment per Veh Trip
2025	\$0	\$0	37,300	\$0.00	\$0	14,061	\$0.00
2026	\$398,750	\$342,925	37,500	\$9.14	\$55,825	16,012	\$3.49
2027	\$398,750	\$342,925	37,500	\$9.14	\$55,825	18,255	\$3.06
2028	\$398,750	\$342,925	37,600	\$9.12	\$55,825	20,836	\$2.68
2029	\$398,750	\$342,925	37,700	\$9.10	\$55,825	23,805	\$2.35
2030	\$0	\$0	37,800	\$0.00	\$0	27,221	\$0.00
2031	\$0	\$0	37,800	\$0.00	\$0	28,185	\$0.00
2032	\$0	\$0	38,000	\$0.00	\$0	29,185	\$0.00
2033	\$0	\$0	38,200	\$0.00	\$0	30,222	\$0.00
2034	\$0	\$0	38,200	\$0.00	\$0	31,297	\$0.00
2035	\$0	\$0	38,200	\$0.00	\$0	32,412	\$0.00
2036	\$0	\$0	38,300	\$0.00	\$0	33,568	\$0.00
2037	\$0	\$0	38,400	\$0.00	\$0	34,767	\$0.00
2038	\$0	\$0	38,400	\$0.00	\$0	36,010	\$0.00
2039	\$0	\$0	38,400	\$0.00	\$0	37,299	\$0.00
2040	\$0	\$0	38,400	\$0.00	\$0	38,635	\$0.00
2041	\$0	\$0	38,400	\$0.00	\$0	39,160	\$0.00
2042	\$0	\$0	38,400	\$0.00	\$0	39,693	\$0.00
2043	\$0	\$0	38,400	\$0.00	\$0	40,233	\$0.00
2044	\$0	\$0	38,400	\$0.00	\$0	40,780	\$0.00
2045	\$0	\$0	38,400	\$0.00	\$0	41,336	\$0.00
Total	\$1,595,000	\$1,371,700		\$36.51	\$223,300		\$11.57

Rate	3.00%	Credit per Person	\$32.94	Credit per Vehicle Trip	\$10.49
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Fire Facilities Development Fees

Figure F11 includes infrastructure components and cost factors for fire facilities development fees. The cost per service unit is \$834.90 per person and \$159.82 per vehicle trip.

Residential development fees are calculated per housing unit, based on unit size, and vary proportionately according to the number of persons per housing unit. For a single family residential unit with 2,200 square feet, the fee of \$3,490 is calculated using a cost of \$834.90 per person multiplied by 4.18 persons per housing unit.

Nonresidential development fees are calculated per development unit and vary proportionately according to the number of vehicle trips generated. For industrial development, the fee of \$137 per development unit (thousand square feet) is calculated using a cost of \$159.82 per vehicle trip multiplied by 0.86 vehicle trips generated per development unit.

Figure F11: Fire Facilities Development Fees

Fee Component	Cost per Person	Cost per Trip
Bond Credit	(\$32.94)	(\$10.49)
Fire Facilities	\$793.21	\$152.19
Fire Apparatus	\$41.50	\$17.92
Development Fee Report	\$33.13	\$0.20
Total	\$834.90	\$159.82

Residential Fees per Development Unit			
Development Type	Development Unit	Persons per Dev. Unit ¹	Proposed Fees
Single Family			
1,249 or less	Housing Unit	1.67	\$1,394
1,250 to 1,999	Housing Unit	3.37	\$2,814
2,000 to 2,499	Housing Unit	4.18	\$3,490
2,500 to 2,999	Housing Unit	4.84	\$4,041
3,000 or more	Housing Unit	5.39	\$4,500
Multi-Family			
749 or less	Housing Unit	2.81	\$2,346
750 to 999	Housing Unit	3.57	\$2,981
1,000 to 1,249	Housing Unit	4.15	\$3,465
1,250 or more	Housing Unit	4.63	\$3,866

Nonresidential Fees per Development Unit			
Development Type	Development Unit	Vehicle Trips per Dev. Unit ¹	Proposed Fees
Industrial	1,000 Sq Ft	0.86	\$137
Commercial	1,000 Sq Ft	12.21	\$1,951
Office & Other Services	1,000 Sq Ft	5.42	\$866
Institutional	1,000 Sq Ft	5.39	\$861

1. See Land Use Assumptions

FIRE FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains the forecast of revenues required by Arizona’s enabling legislation (ARS § 9-463.05(E)(7)). In accordance with state law, this report includes an IIP for fire facilities needed to accommodate future development. Projected fee revenue shown in Figure F12 is based on the development projections in the *Land Use Assumptions* document and the updated development fees for fire facilities shown in Figure F11. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will decrease along with development fee revenue. Projected development fee revenue equals \$3,924,917 and projected expenditures equal \$18,585,487.

Figure F12: Fire Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Fire Facilities	\$3,506,616	\$14,693,384	\$18,200,000
Fire Apparatus	\$366,223	\$0	\$366,223
Development Fee Report	\$19,264	\$0	\$19,264
Total	\$3,892,103	\$14,693,384	\$18,585,487

		Single Family*	Multi-Family**	Industrial	Commercial	Office	Institutional
		\$3,490 per unit	\$2,981 per unit	\$137 per 1,000 sq ft	\$1,951 per 1,000 sq ft	\$866 per 1,000 sq ft	\$861 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2025	11,766	606	1,406	593	162	879
Year 1	2026	11,773	672	1,812	704	162	927
Year 2	2027	11,773	672	2,279	831	162	982
Year 3	2028	11,776	705	2,816	976	162	1,045
Year 4	2029	11,780	738	3,434	1,144	162	1,117
Year 5	2030	11,783	771	4,145	1,337	162	1,201
Year 6	2031	11,783	771	4,345	1,392	162	1,224
Year 7	2032	11,790	837	4,553	1,448	162	1,249
Year 8	2033	11,797	903	4,769	1,507	162	1,274
Year 9	2034	11,797	903	4,993	1,568	162	1,301
Year 10	2035	11,797	903	5,225	1,631	162	1,328
10-Year Increase		31	297	3,819	1,038	0	448
Projected Revenue		\$106,626	\$884,905	\$523,145	\$2,024,208	\$0	\$386,033

* Using the fee for a single family unit between 2,000 and 2,499 square feet

** Using the fee for a multi-family unit between 750 and 999 square feet

Projected Fee Revenue	\$3,924,917
Total Expenditures	\$18,585,487

PARKS AND RECREATIONAL FACILITIES IIP

ARS § 9-463.05 (T)(7)(g) defines the facilities and assets that can be included in the Parks and Recreational Facilities IIP:

“Neighborhood parks and recreation facilities on real property up to thirty acres in area, or parks and recreation facilities larger than thirty acres if the facilities provide a direct benefit to the development. Park and recreation facilities do not include vehicles, equipment or that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreation facilities, but may include swimming pools.”

The Parks and Recreational Facilities IIP includes components for park amenities, recreation facilities, pools, trails, and the cost of preparing the Parks and Recreational Facilities IIP and related Development Fee Report. The City does not anticipate purchasing additional land for parks. The incremental expansion methodology is used for park amenities. The plan-based methodology is used for community centers and the Development Fee Report.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Parks and Recreation Facilities IIP and development fees allocate the capital cost of necessary public services between residential and nonresidential based on functional population. The Arizona Office of Economic Opportunity estimates El Mirage’s 2022 population equal to 36,275 persons. Based on 2022 estimates from the U.S. Census Bureau’s OnTheMap web application, 2,273 inflow commuters traveled to El Mirage for work in 2022. The proportionate share is based on cumulative impact hours per year. Potential impact to parks and recreational facilities equals 8,760 hours per year per resident and 1,600 hours per year per inflow commuter. For parks and recreational facilities, residential development generates 99 percent of demand and nonresidential development generates the remaining 1 percent of demand.

Figure PR1: Proportionate Share

Development Type	Service Unit	Impact Days per Year	Total Impact Hours per Year	Proportionate Share
Residential	36,275 residents ¹	8,760 hours	317,769,000	99%
Nonresidential	2,273 inflow commuters ²	1,600 hours	3,636,800	1%
Total			321,405,800	100%

1. Arizona Office of Economic Opportunity, 2022.

2. U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2022.

Residential Impact: 8,760 hours per year (24 hours per day X 365 days per year)

Nonresidential Impact: 1,600 hours per year (8 hours per day X 4 days per week X 50 weeks per year)

SERVICE UNITS

The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by housing size. TischlerBise recommends using jobs as the demand indicator for nonresidential demand because inflow commuters represent the nonresidential portion of our proportionate share, as such the number of jobs generated by a nonresidential development will accurately determine its demand for parks facilities.

SERVICE AREA

El Mirage provides Citywide access to parks and recreational facilities; therefore, there is a Citywide service area for the Parks and Recreation Facilities IIP.

RATIO OF SERVICE UNITS TO DEVELOPMENT UNITS

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Figure PR2 displays the demand indicators per development unit for residential and nonresidential development. For residential development, the table displays the number of persons per housing unit for each development unit based on residential unit size shown in Figure L6. For nonresidential development, the table displays the number of jobs per development unit based on ITE employment density factors shown in Figure L9.

Figure PR2: Ratio of Service Units to Development Units

Residential Development		
Development Type	Development Unit	Persons per Dev. Unit ¹
Single Family		
1,249 or less	Housing Unit	1.67
1,250 to 1,999	Housing Unit	3.37
2,000 to 2,499	Housing Unit	4.18
2,500 to 2,999	Housing Unit	4.84
3,000 or more	Housing Unit	5.39
Multi-Family		
749 or less	Housing Unit	2.81
750 to 999	Housing Unit	3.57
1,000 to 1,249	Housing Unit	4.15
1,250 or more	Housing Unit	4.63

Nonresidential Development		
Development Type	Development Unit	Jobs per Dev. Unit ¹
Industrial	1,000 Sq Ft	0.34
Commercial	1,000 Sq Ft	2.12
Office & Other Services	1,000 Sq Ft	3.26
Institutional	1,000 Sq Ft	2.86

1. See Land Use Assumptions

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Park Amenities – Incremental Expansion

El Mirage currently provides 55 park amenities and plans to construct additional park amenities to serve future development. Based on conversations with City staff, the total cost of El Mirage’s existing park amenities is \$25,288,600. The analysis uses the average cost of \$464,011 per unit as a proxy for future growth-related park amenity costs.

Figure PR3: Existing Park Amenities

Description	Units	Unit Cost	Total Cost
Baseball Field	3	\$1,000,000	\$3,000,000
Football Field	3	\$750,000	\$2,250,000
Basketball Court	7.5	\$150,000	\$1,125,000
Splash Pad	1	\$1,100,000	\$1,100,000
Pool	1	\$1,500,000	\$1,500,000
Volleyball Court	3	\$175,000	\$525,000
Playground	12	\$1,000,000	\$12,000,000
Exercise Path	5	\$27,720	\$138,600
Ampitheater	1	\$750,000	\$750,000
Specialty Garden	1	\$100,000	\$100,000
Dog Park	2	\$100,000	\$200,000
Skate Park	1	\$1,200,000	\$1,200,000
Pavilion	14	\$100,000	\$1,400,000
Total	55	\$464,011	\$25,288,600

To allocate the proportionate share of demand for park amenities to residential and nonresidential development, this analysis uses the proportionate share shown in Figure PR1. El Mirage’s existing LOS for residential development is 0.0014 units per person (55 units X 99 percent residential share / 37,300 persons). For nonresidential development, the existing LOS is 0.0001 units per job (55 units X 1 percent nonresidential share / 3,908 jobs).

Based on the cost of El Mirage’s existing park amenities, the average cost for park amenities is \$464,011 per unit (\$25,288,600 total cost / 55 units). El Mirage may use development fees to construct additional park amenities in existing parks or future parks. For park amenities, the cost is \$671.20 per person (0.0014 units per person X \$464,011 per unit) and \$64.71 per job (0.0001 units per job X \$464,011 per unit).

Figure PR4: Existing Level of Service

Cost Factors	
Weighted Average per Unit	\$464,011

Level-of-Service (LOS) Standards	
Existing Units	55
Residential	
Residential Share	99%
2025 Population	37,300
Units per Person	0.0014
Cost per Person	\$671.20
Nonresidential	
Nonresidential Share	1%
2025 Jobs	3,908
Units per Job	0.0001
Cost per Job	\$64.71

Source: El Mirage Parks & Recreation Department.

Recreation Facilities – Plan Based

El Mirage plans to use development fees to expand its level of service for Recreation Facilities, the City does not currently provide Recreation Facilities to its residents. The Enabling Legislation limits recreation facilities to “three thousand square feet that provide a direct benefit to development.” To comply with the Enabling Legislation, El Mirage will use 3,000 eligible square feet in the level-of-service standards.

To allocate the proportionate share of demand for recreation facilities to residential and nonresidential development, this analysis uses proportionate share shown in Figure PR1. El Mirage’s eligible level of service for residential development is 0.0777 eligible square feet per person (3,000 eligible square feet X 99 percent residential share / 38,200 persons). The nonresidential level of service is 0.0032 eligible square feet per job (3,000 eligible square feet X 1 percent nonresidential share / 9,437 jobs).

The planned Recreation Facility will have a construction cost of \$833 per square foot based on conversations with City staff. For recreation facilities, the cost is \$64.79 per person (0.0777 eligible square feet per person X \$833 per square foot) and \$2.65 per job (0.0032 eligible square feet per job X \$833 per square foot).

Figure PR5: Planned Level of Service

Description	Square Feet	Cost
Youth Center	3,000	\$2,500,000
Total	3,000	\$2,500,000

Cost Factors	
Cost per Square Foot	\$833

Level-of-Service (LOS) Standards	
Existing Square Feet	0
Planned Square Feet	3,000
Future Square Feet	3,000
Residential	
Residential Share	99%
2035 Population	38,200
Square Feet per Person	0.0777
Cost per Person	\$64.79
Nonresidential	
Nonresidential Share	1%
2035 Jobs	9,437
Square Feet per Job	0.0032
Cost per Job	\$2.65

Source: El Mirage Parks & Recreation Department.

Development Fee Report – Plan Based

The 2025 cost to prepare the Parks and Recreation IIP and related development fee report equals \$19,264. El Mirage plans to update its report every five years. Based on the 5-year cost, proportionate share, and 5-year projections of future development from the *Land Use Assumptions* document, the cost per service unit is \$38.14 per person and \$0.05 per job.

Figure PR6: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	2025	2030	5-Year Change	Cost per Service Unit
Fire	\$19,264	Residential	86%	Population	37,300	37,800	500	\$33.13
		Nonresidential	14%	Vehicle Trips	14,061	27,221	13,160	\$0.20
Wastewater	\$19,264	All Development	100%	ADG	2,334,186	2,530,675	196,489	\$0.10
Parks and Recreation	\$19,264	Residential	99%	Population	37,300	37,800	500	\$38.14
		Nonresidential	1%	Jobs	3,908	7,873	3,965	\$0.05
Police	\$19,264	Residential	86%	Population	37,300	37,800	500	\$33.13
		Nonresidential	14%	Vehicle Trips	14,061	27,221	13,160	\$0.20
Street	\$19,264	All Development	100%	Vehicle Trips	102,578	116,803	14,225	\$1.35
Total	\$96,320							

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

As shown in the *Land Use Assumptions* document, projected development during the next 10 years includes population growth of 900 persons and employment growth of 5,529 jobs. The following pages include a detailed projection of demand for services and costs for the Parks and Recreation Facilities IIP.

Park Amenities – Incremental Expansion

El Mirage plans to maintain its existing level of service for park amenities over the next 10 years. Based on a projected population increase of 900 persons, future residential development demands an additional 1.3 park amenities (900 additional persons X 0.0014 units per person). With projected employment growth of 5,529 jobs, future nonresidential development demands an additional 0.8 park amenities (5,529 additional jobs X 0.0001 units per job). Future development demands 2.1 additional park amenities at a cost of \$975,288 (2.1 units X \$464,011 per unit). El Mirage may use development fees to construct additional park amenities in existing parks or future parks.

Figure PR7: Projected Demand for Park Amenities

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Park Amenities	0.0014 Units	per Person	\$464,011
	0.0001 Units	per Job	

Demand for Park Amenities					
Year	Population	Jobs	Units		
			Residential	Nonresidential	Total
2025	37,300	3,908	54.0	0.5	54.5
2026	37,500	4,496	54.2	0.6	54.9
2027	37,500	5,172	54.2	0.7	55.0
2028	37,600	5,949	54.4	0.8	55.2
2029	37,700	6,844	54.5	1.0	55.5
2030	37,800	7,873	54.7	1.1	55.8
2031	37,800	8,164	54.7	1.1	55.8
2032	38,000	8,465	55.0	1.2	56.1
2033	38,200	8,777	55.3	1.2	56.5
2034	38,200	9,101	55.3	1.3	56.5
2035	38,200	9,437	55.3	1.3	56.6
10-Yr Increase	900	5,529	1.3	0.8	2.1

Growth-Related Expenditures	\$604,079	\$371,209	\$975,288
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Recreation Facilities – Plan Based

El Mirage plans to expand its eligible level of service for recreation facilities over the next 10 years. Based on a projected population increase of 900 persons, future residential development demands approximately 70 square feet of recreation facilities (900 additional persons X 0.0777 eligible square feet per person). With projected employment growth of 5,529 jobs, future nonresidential development demands approximately 18 square feet of recreation facilities (5,529 additional jobs X 0.0032 eligible square feet per job). Future development demands approximately 88 square feet of recreation facilities at a cost of \$72,959 (88 square feet X \$833 per square foot). El Mirage may use development fees to construct additional recreation facilities.

Figure PR8: Projected Demand for Community Center Space

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Community Centers	0.0777 Square Feet	per Person	\$833
	0.0032 Square Feet	per Job	

Demand for Fire Facilities					
Year	Population	Jobs	Square Feet		
			Residential	Nonresidential	Total
2025	37,300	3,908	2,900	12	2,912
2026	37,500	4,496	2,916	14	2,930
2027	37,500	5,172	2,916	16	2,932
2028	37,600	5,949	2,923	19	2,942
2029	37,700	6,844	2,931	22	2,953
2030	37,800	7,873	2,939	25	2,964
2031	37,800	8,164	2,939	26	2,965
2032	38,000	8,465	2,954	27	2,981
2033	38,200	8,777	2,970	28	2,998
2034	38,200	9,101	2,970	29	2,999
2035	38,200	9,437	2,970	30	3,000
10-Yr Increase	900	5,529	70	18	88

Growth-Related Expenditures	\$58,312	\$14,647	\$72,959
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PARKS AND RECREATION FACILITIES DEVELOPMENT FEES

Parks Bond Credit/Offset

El Mirage issued debt to fund construction of park facilities as part of the 2017 bond series. A credit is necessary since future development will pay the development fee and may also contribute to future bond payments through tax revenues. A credit is necessary for interest payments because development fee calculations include interest costs.

The analysis splits annual bond payments based on the proportionate shares of residential and nonresidential development and then divides by population for the residential portion and jobs for the nonresidential portion. For example, the 2026 bond payment is \$10.53 per person (\$398,750 bond payment X 99 percent share / 37,500 persons) and \$0.89 per job (\$398,750 bond payment X 1 percent share / 4,496 jobs). To account for the time value of money, the analysis discounts annual payments per person and job based on the bond interest rate of 3.00 percent. The total net present value of future bond payments is \$37.92 per person and \$2.64 per job.

Figure F13: Parks Bond Credit

Parks Share of Series 2017 Bonds							
Fiscal Year	Annual Debt Service	Residential Share	Population	Payment per Person	Nonresidential Share	Jobs	Payment per Job
2025	\$0	\$0	37,300	\$0.00	\$0	3,908	\$0.00
2026	\$398,750	\$394,763	37,500	\$10.53	\$3,988	4,496	\$0.89
2027	\$398,750	\$394,763	37,500	\$10.53	\$3,988	5,172	\$0.77
2028	\$398,750	\$394,763	37,600	\$10.50	\$3,988	5,949	\$0.67
2029	\$398,750	\$394,763	37,700	\$10.47	\$3,988	6,844	\$0.58
2030	\$0	\$0	37,800	\$0.00	\$0	7,873	\$0.00
2031	\$0	\$0	37,800	\$0.00	\$0	8,164	\$0.00
2032	\$0	\$0	38,000	\$0.00	\$0	8,465	\$0.00
2033	\$0	\$0	38,200	\$0.00	\$0	8,777	\$0.00
2034	\$0	\$0	38,200	\$0.00	\$0	9,101	\$0.00
2035	\$0	\$0	38,200	\$0.00	\$0	9,437	\$0.00
2036	\$0	\$0	38,300	\$0.00	\$0	9,785	\$0.00
2037	\$0	\$0	38,400	\$0.00	\$0	10,147	\$0.00
2038	\$0	\$0	38,400	\$0.00	\$0	10,521	\$0.00
2039	\$0	\$0	38,400	\$0.00	\$0	10,909	\$0.00
2040	\$0	\$0	38,400	\$0.00	\$0	11,312	\$0.00
2041	\$0	\$0	38,400	\$0.00	\$0	11,470	\$0.00
2042	\$0	\$0	38,400	\$0.00	\$0	11,631	\$0.00
2043	\$0	\$0	38,400	\$0.00	\$0	11,793	\$0.00
2044	\$0	\$0	38,400	\$0.00	\$0	11,958	\$0.00
2045	\$0	\$0	38,400	\$0.00	\$0	12,126	\$0.00
Total	\$1,595,000	\$1,579,050		\$42.02	\$15,950		\$2.91

Rate	3.00%	Credit per Person	\$37.92	Credit per Job	\$2.64
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Recreation Bond Credit/Offset

El Mirage issued debt to fund construction of recreation facilities as part of the 2022 bond series. A credit is necessary since future development will pay the development fee and may also contribute to future bond payments through tax revenues. A credit is necessary for interest payments because development fee calculations include interest costs.

The analysis splits annual bond payments based on the proportionate shares of residential and nonresidential development and then divides by population for the residential portion and jobs for the nonresidential portion. For example, the 2026 bond payment is \$2.42 per person (\$91,591 bond payment X 99 percent share / 37,500 persons) and \$0.20 per job (\$91,591 bond payment X 1 percent share / 4,496 jobs). To account for the time value of money, the analysis discounts annual payments per person and job based on the bond interest rate of 4.00 percent. The total net present value of future bond payments is \$27.91 per person and \$1.38 per job.

Figure F14: Recreation Bond Credit

Recreation Share of Series 2022 Bonds							
Fiscal Year	Annual Debt Service	Residential Share	Population	Payment per Person	Nonresidential Share	Jobs	Payment per Job
2025	\$0	\$0	37,300	\$0.00	\$0	3,908	\$0.00
2026	\$91,591	\$90,675	37,500	\$2.42	\$916	4,496	\$0.20
2027	\$91,591	\$90,675	37,500	\$2.42	\$916	5,172	\$0.18
2028	\$91,591	\$90,675	37,600	\$2.41	\$916	5,949	\$0.15
2029	\$91,591	\$90,675	37,700	\$2.41	\$916	6,844	\$0.13
2030	\$91,591	\$90,675	37,800	\$2.40	\$916	7,873	\$0.12
2031	\$91,591	\$90,675	37,800	\$2.40	\$916	8,164	\$0.11
2032	\$91,591	\$90,675	38,000	\$2.39	\$916	8,465	\$0.11
2033	\$91,591	\$90,675	38,200	\$2.37	\$916	8,777	\$0.10
2034	\$91,591	\$90,675	38,200	\$2.37	\$916	9,101	\$0.10
2035	\$91,591	\$90,675	38,200	\$2.37	\$916	9,437	\$0.10
2036	\$91,591	\$90,675	38,300	\$2.37	\$916	9,785	\$0.09
2037	\$91,591	\$90,675	38,400	\$2.36	\$916	10,147	\$0.09
2038	\$91,591	\$90,675	38,400	\$2.36	\$916	10,521	\$0.09
2039	\$91,591	\$90,675	38,400	\$2.36	\$916	10,909	\$0.08
2040	\$91,591	\$90,675	38,400	\$2.36	\$916	11,312	\$0.08
2041	\$91,591	\$90,675	38,400	\$2.36	\$916	11,470	\$0.08
2042	\$91,591	\$90,675	38,400	\$2.36	\$916	11,631	\$0.08
2043	\$0	\$0	38,400	\$0.00	\$0	11,793	\$0.00
2044	\$0	\$0	38,400	\$0.00	\$0	11,958	\$0.00
2045	\$0	\$0	38,400	\$0.00	\$0	12,126	\$0.00
Total	\$1,557,047	\$1,541,477		\$40.49	\$15,570		\$1.90

Rate	4.00%	Credit per Person	\$27.91	Credit per Job	\$1.38
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Parks and Recreational Facilities Development Fees

Figure PR9 includes infrastructure components and cost factors for parks and recreational facilities development fees. The cost per service unit is \$708.30 per person and \$63.39 per job.

Residential development fees are calculated per housing unit, based on unit size, and vary proportionately according to the number of persons per housing unit. For a single family residential unit with 2,200 square feet, the fee of \$2,961 is calculated using a cost of \$708.30 per person multiplied by 4.18 persons per housing unit.

Nonresidential development fees are calculated per development unit and vary proportionately according to the number of jobs. For industrial development, the fee of \$21 per development unit (thousand square feet) is calculated using a cost of \$63.39 per job multiplied by 0.34 jobs per development unit.

Figure PR9: Parks and Recreation Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Recreation Centers	\$64.79	\$2.65
Parks Bond Credit	(\$37.92)	(\$2.64)
Recreation Bond Credit	(\$27.91)	(\$1.38)
Park Amenities	\$671.20	\$64.71
Development Fee Report	\$38.14	\$0.05
Total	\$708.30	\$63.39

Residential Fees per Development Unit			
Development Type	Development Unit	Persons per Dev. Unit ¹	Proposed Fees
Single Family			
1,249 or less	Housing Unit	1.67	\$1,183
1,250 to 1,999	Housing Unit	3.37	\$2,387
2,000 to 2,499	Housing Unit	4.18	\$2,961
2,500 to 2,999	Housing Unit	4.84	\$3,428
3,000 or more	Housing Unit	5.39	\$3,818
Multi-Family			
749 or less	Housing Unit	2.81	\$1,990
750 to 999	Housing Unit	3.57	\$2,529
1,000 to 1,249	Housing Unit	4.15	\$2,939
1,250 or more	Housing Unit	4.63	\$3,279

Nonresidential Fees per Development Unit			
Development Type	Development Unit	Jobs per Dev. Unit ¹	Proposed Fees
Industrial	1,000 Sq Ft	0.34	\$21
Commercial	1,000 Sq Ft	2.12	\$135
Office & Other Services	1,000 Sq Ft	3.26	\$206
Institutional	1,000 Sq Ft	2.86	\$181

1. See Land Use Assumptions

PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains the forecast of revenues required by Arizona’s Enabling Legislation (ARS § 9-463.05(E)(7)). In accordance with state law, this report includes an IIP for parks and recreational facilities needed to accommodate new development. Projected fee revenue shown in Figure PR10 is based on the development projections in the *Land Use Assumptions* document and the updated development fees for parks and recreation facilities shown in Figure PR9. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will decrease along with development fee revenue. Projected development fee revenue equals \$932,516 and projected expenditures equal \$3,494,552.

Figure PR10: Parks and Recreational Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Recreation Centers	\$72,959	\$2,427,041	\$2,500,000
Park Amenities	\$975,288	\$0	\$975,288
Development Fee Report	\$19,264	\$0	\$19,264
Total	\$1,067,510	\$2,427,041	\$3,494,552

		Single Family* \$2,961 per unit	Multi-Family** \$2,529 per unit	Industrial \$21 per 1,000 sq ft	Commercial \$135 per 1,000 sq ft	Office \$206 per 1,000 sq ft	Institutional \$181 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2025	11,766	606	1,406	593	162	879
Year 1	2026	11,773	672	1,812	704	162	927
Year 2	2027	11,773	672	2,279	831	162	982
Year 3	2028	11,776	705	2,816	976	162	1,045
Year 4	2029	11,780	738	3,434	1,144	162	1,117
Year 5	2030	11,783	771	4,145	1,337	162	1,201
Year 6	2031	11,783	771	4,345	1,392	162	1,224
Year 7	2032	11,790	837	4,553	1,448	162	1,249
Year 8	2033	11,797	903	4,769	1,507	162	1,274
Year 9	2034	11,797	903	4,993	1,568	162	1,301
Year 10	2035	11,797	903	5,225	1,631	162	1,328
10-Year Increase		31	297	3,819	1,038	0	448
Projected Revenue		\$64,096	\$559,054	\$83,718	\$142,719	\$0	\$82,929

* Using the fee for a single family unit between 2,000 and 2,499 square feet

** Using the fee for a multi-family unit between 750 and 999 square feet

Projected Fee Revenue	\$932,516
Total Expenditures	\$3,494,552

POLICE FACILITIES IIP

ARS § 9-463.05 (T)(7)(f) defines the eligible facilities and assets for the Police Facilities IIP:

“Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation.”

The Police Facilities IIP includes components for police facilities, police vehicles, and the cost of preparing the Police Facilities IIP and related Development Fee Report. The incremental expansion methodology, based on the current level of service, is used for police facilities and police vehicles. The plan-based methodology is used for police facilities and the Development Fee Report.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Fire Facilities IIP and development fees allocate fire capital costs between residential and nonresidential development based on a functional population approach. The functional population approach allocates the cost of facilities to residential and nonresidential development based on average activity of residents and workers in the City over a 24-hour period.

Residents that do not work are assigned 20 hours per day to residential development and 4 hours per day to nonresidential development (annualized averages). Residents that work in El Mirage are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside El Mirage are assigned 14 hours to residential development, the remaining hours in the day are assumed to be spent outside of El Mirage working. Inflow commuters are assigned 10 hours to nonresidential development. Based on the most recent local functional population data, residential development accounts for 86 percent of the functional population, while nonresidential development accounts for 14 percent, see Figure P1. The figure is used only for the functional population calculation, population and job estimates are produced separately.

Figure P1: Proportionate Share

Demand Units in 2022				
Residential			Demand Hours/Day	Person Hours
Population	36,275	↙		
Residents Not Working	19,573		20	391,460
Employed Residents	16,702	↘		
Employed in El Mirage			218	3,052
Employed outside El Mirage			16,484	230,776
Residential Subtotal				625,288
Residential Share				86%
Nonresidential			Demand Hours/Day	Person Hours
Non-working Residents	19,573		4	78,292
Jobs Located in El Mirage	2,491	↘		
Residents Employed in El Mirage			218	2,180
Non-Resident Workers (inflow commuters)			2,273	22,730
Nonresidential Subtotal				103,202
Nonresidential Share				14%
Total				728,490

Source: Arizona Office of Economic Opportunity (population), U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, Version 6.25.1 (employment).

SERVICE UNITS

The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by housing size. TischlerBise recommends using vehicle trips as the demand indicator for nonresidential demand because vehicle trips are highest for retail developments, such as shopping centers, and lowest for industrial development. Office and institutional trip rates fall between the other two categories. This ranking of trip rates is consistent with the relative demand for public safety services from nonresidential development. Other possible nonresidential demand indicators, such as employment or floor area, will not accurately reflect the demand for service. For example, if employees per thousand square feet were used as the demand indicator, public safety development fees would be disproportionately high for office and institutional development because offices typically have more employees per 1,000 square feet than retail uses. If floor area were used as the demand indicator, public safety development fees would be disproportionately high for industrial development.

SERVICE AREA

El Mirage’s Police Department strives to provide a uniform response time within the City limits; therefore, there is a Citywide service area for the Police Facilities IIP.

RATIO OF SERVICE UNITS TO DEVELOPMENT UNITS

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Figure P2 displays the demand indicators per development unit for residential and nonresidential development. For residential development, the table displays the number of persons per housing unit for each development unit based on residential unit size shown in Figure L6. For nonresidential development, the table displays the number of vehicle trips per development unit based on ITE trip generation rates shown in Figure L9.

Figure P2: Ratio of Service Units to Development Units

Residential Development		
Unit Type	Development Unit	Persons per Dev. Unit ¹
Single Family		
1,249 or less	Housing Unit	1.67
1,250 to 1,999	Housing Unit	3.37
2,000 to 2,499	Housing Unit	4.18
2,500 to 2,999	Housing Unit	4.84
3,000 or more	Housing Unit	5.39
Multi-Family		
749 or less	Housing Unit	2.81
750 to 999	Housing Unit	3.57
1,000 to 1,249	Housing Unit	4.15
1,250 or more	Housing Unit	4.63

Nonresidential Development				
Development Type	Development Unit	Avg Weekday Veh Trip Ends ¹	Trip Rate Adjustment	Vehicle Trips per Dev. Unit ¹
Industrial	1,000 Sq Ft	1.71	50%	0.86
Commercial	1,000 Sq Ft	37.01	33%	12.21
Office & Other Services	1,000 Sq Ft	10.84	50%	5.42
Institutional	1,000 Sq Ft	10.77	50%	5.39

1. See Land Use Assumptions

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Police Facilities – Incremental Expansion

El Mirage currently provides 20,000 square feet of police facilities to existing development. El Mirage plans to construct additional police facilities to serve future development. El Mirage may use development fees to construct these projects or to construct other growth-related police facilities.

Figure P3: Existing Police Facilities

Description	Square Feet
Main Station	20,000
Total	20,000

To allocate the proportionate share of demand for police facilities to residential and nonresidential development, this analysis uses functional population outlined in Figure P1. El Mirage’s level of service for residential development is 0.4611 square feet per person (20,000 square feet X 86 percent residential share / 37,300 persons). The nonresidential level of service is 0.1991 square feet per vehicle trip (20,000 square feet X 14 percent nonresidential share / 14,061 vehicle trips).

Based on conversations with City staff the analysis uses \$850 per square foot as a proxy for growth-related police facility costs. For police facilities, the cost is \$391.96 per person (0.4611 square feet per person X \$850 per square foot) and \$169.26 per vehicle trip (0.1991 square feet per vehicle trip X \$850 per square foot).

Figure P4: Existing Level of Service

Cost Allocation Factors	
Cost per Square Foot	\$850

Level-of-Service (LOS) Standards	
Existing Square Feet	20,000
Residential	
Residential Share	86%
2025 Population	37,300
Square Feet per Person	0.4611
Cost per Person	\$391.96
Nonresidential	
Nonresidential Share	14%
2025 Vehicle Trips	14,061
Square Feet per Vehicle Trip	0.1991
Cost per Trip	\$169.26

Source: City of El Mirage.

Police Vehicles – Incremental Expansion

El Mirage has 37 police vehicles with a total cost of \$3,290,000, and El Mirage plans to acquire additional police vehicles to serve future development. The average cost of the existing fleet is \$88,919 per unit (\$3,290,000 total cost / 37 units), and the analysis uses this cost as a proxy for future growth-related police vehicle costs.

Figure P5: Existing Police Vehicles

Description	Units	Unit Cost	Total Cost
Patrol Vehicle	35	\$92,000	\$3,220,000
Patrol Motorcycle	2	\$35,000	\$70,000
Total	37	\$88,919	\$3,290,000

To allocate the proportionate share of demand for police vehicles to residential and nonresidential development, this analysis uses functional population outlined in Figure P1. El Mirage’s existing level of service for residential development is 0.0009 units per person (37 units X 86 percent residential share / 37,300 persons). The nonresidential level of service is 0.0004 units per vehicle trip (37 units X 14 percent nonresidential share / 14,061 vehicle trips).

Based on the cost of El Mirage’s existing police vehicles, the average cost is \$88,919 per unit (\$3,290,000 total cost / 37 units). For police vehicles, the cost is \$75.86 per person (0.0009 units per person X \$88,919 per unit) and \$32.76 per vehicle trip (0.0004 units per vehicle trip X \$88,919 per unit).

Figure P6: Existing Level of Service

Cost Factors	
Weighted Average per Vehicle	\$88,919

Level-of-Service (LOS) Standards	
Existing Units	37
Residential	
Residential Share	86%
2025 Population	37,300
Vehicles per Person	0.0009
Cost per Person	\$75.86
Nonresidential	
Nonresidential Share	14%
2025 Vehicle Trips	14,061
Units per Vehicle Trip	0.0004
Cost per Vehicle Trip	\$32.76

Source: El Mirage Police Operations & Data Analysis Report, 2023.

Development Fee Report – Plan Based

The 2025 cost to prepare the Police Facilities IIP and related development fee report equals \$19,264. El Mirage plans to update its report every five years. Based on the 5-year cost, proportionate share, and 5-year projections of future development from the *Land Use Assumptions* document, the cost per service unit is \$33.13 per person and \$0.20 per vehicle trip.

Figure P7: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	2025	2030	5-Year Change	Cost per Service Unit
Fire	\$19,264	Residential	86%	Population	37,300	37,800	500	\$33.13
		Nonresidential	14%	Vehicle Trips	14,061	27,221	13,160	\$0.20
Wastewater	\$19,264	All Development	100%	ADG	2,334,186	2,530,675	196,489	\$0.10
Parks and Recreation	\$19,264	Residential	99%	Population	37,300	37,800	500	\$38.14
		Nonresidential	1%	Jobs	3,908	7,873	3,965	\$0.05
Police	\$19,264	Residential	86%	Population	37,300	37,800	500	\$33.13
		Nonresidential	14%	Vehicle Trips	14,061	27,221	13,160	\$0.20
Street	\$19,264	All Development	100%	Vehicle Trips	102,578	116,803	14,225	\$1.35
Total	\$96,320							

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

As shown in the *Land Use Assumptions* document, projected development during the next 10 years includes population growth of 900 persons and nonresidential growth of 18,351 vehicle trips. The following pages include a detailed projection of demand for services and costs for the Police Facilities IIP.

Police Facilities – Incremental Expansion

El Mirage plans to maintain the existing level of service for police facilities over the next 10 years. Based on a projected population increase of 900 persons, future residential development demands approximately 415 square feet of police facilities (900 additional persons X 0.4611 square feet per person). With projected nonresidential vehicle trip growth of 18,351 vehicle trips, future nonresidential development demands approximately 3,654 square feet of police facilities (18,351 additional vehicle trips X 0.1991 square feet per vehicle trip). Future development demands approximately 4,069 square feet of police facilities at a cost of \$3,458,775 (4,069 square feet X \$850 per square foot).

Figure P8: Projected Demand for Police Station Space

Type of Infrastructure	Level of Service	Demand Unit	Cost per Sq Ft
Police Facilities	0.4611 Square Feet	per Person	\$850
	0.1991 Square Feet	per Vehicle Trip	

Demand for Police Facilities					
Year	Population	Vehicle Trips	Square Feet		
			Residential	Nonresidential	Total
2025	37,300	14,061	17,200	2,800	20,000
2026	37,500	16,012	17,292	3,188	20,481
2027	37,500	18,255	17,292	3,635	20,927
2028	37,600	20,836	17,338	4,149	21,487
2029	37,700	23,805	17,384	4,740	22,125
2030	37,800	27,221	17,431	5,420	22,851
2031	37,800	28,185	17,431	5,612	23,043
2032	38,000	29,185	17,523	5,812	23,334
2033	38,200	30,222	17,615	6,018	23,633
2034	38,200	31,297	17,615	6,232	23,847
2035	38,200	32,412	17,615	6,454	24,069
10-Yr Increase	900	18,351	415	3,654	4,069

Growth-Related Expenditures	\$352,761	\$3,106,014	\$3,458,775
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Police Vehicles – Incremental Expansion

El Mirage plans to maintain its existing level of service for police vehicles over the next 10 years. Based on a projected population increase of 900 persons, future residential development demands an additional 0.8 units (900 additional persons X 0.0009 units per person). With projected nonresidential vehicle trip growth of 18,351 vehicle trips, future nonresidential development demands an additional 6.8 units (18,351 additional vehicle trips X 0.0004 units per vehicle trip). Future development demands approximately 7.5 police vehicles at a cost of \$669,375 (7.5 units X \$88,919 per unit).

Figure P9: Projected Demand for Police Vehicles

Type of Infrastructure		Level of Service	Demand Unit	Cost per Unit	
Police Vehicles		0.0009 Units	per Person	\$88,919	
		0.0004 Units	per Vehicle Trip		
Demand for Police Vehicles					
Year	Population	Vehicle Trips	Units		
			Residential	Nonresidential	Total
2025	37,300	14,061	31.8	5.2	37.0
2026	37,500	16,012	32.0	5.9	37.9
2027	37,500	18,255	32.0	6.7	38.7
2028	37,600	20,836	32.1	7.7	39.8
2029	37,700	23,805	32.2	8.8	40.9
2030	37,800	27,221	32.2	10.0	42.3
2031	37,800	28,185	32.2	10.4	42.6
2032	38,000	29,185	32.4	10.8	43.2
2033	38,200	30,222	32.6	11.1	43.7
2034	38,200	31,297	32.6	11.5	44.1
2035	38,200	32,412	32.6	11.9	44.5
10-Yr Increase	900	18,351	0.8	6.8	7.5
Growth-Related Expenditures		\$68,270	\$601,105	\$669,375	

POLICE FACILITIES DEVELOPMENT FEES

Police Bond Credit/Offset

El Mirage issued debt to fund construction of police facilities as part of the 2022 bond series. A credit is necessary since future development will pay the development fee and may also contribute to future bond payments through tax revenues. A credit is necessary for interest payments because development fee calculations include interest costs.

The analysis splits annual bond payments based on the proportionate shares of residential and nonresidential development and then divides by population for the residential portion and vehicle trips for the nonresidential portion. For example, the 2026 bond payment is \$5.04 per person (\$219,818 bond payment X 86 percent share / 37,500 persons) and \$1.92 per vehicle trip (\$219,818 bond payment X 14 percent share / 16,012 vehicle trips). To account for the time value of money, the analysis discounts annual payments per person and vehicle trip based on the bond interest rate of 4.00 percent. The total net present value of future bond payments is \$58.19 per person and \$13.36 per vehicle trip.

Figure P10: Police Bond Credit

Police Share of Series 2022 Bonds							
Fiscal Year	Annual Debt Service	Residential Share	Population	Payment per Person	Nonresidential Share	Vehicle Trips	Payment per Veh Trip
2025	\$0	\$0	37,300	\$0.00	\$0	14,061	\$0.00
2026	\$219,818	\$189,044	37,500	\$5.04	\$30,775	16,012	\$1.92
2027	\$219,818	\$189,044	37,500	\$5.04	\$30,775	18,255	\$1.69
2028	\$219,818	\$189,044	37,600	\$5.03	\$30,775	20,836	\$1.48
2029	\$219,818	\$189,044	37,700	\$5.01	\$30,775	23,805	\$1.29
2030	\$219,818	\$189,044	37,800	\$5.00	\$30,775	27,221	\$1.13
2031	\$219,818	\$189,044	37,800	\$5.00	\$30,775	28,185	\$1.09
2032	\$219,818	\$189,044	38,000	\$4.97	\$30,775	29,185	\$1.05
2033	\$219,818	\$189,044	38,200	\$4.95	\$30,775	30,222	\$1.02
2034	\$219,818	\$189,044	38,200	\$4.95	\$30,775	31,297	\$0.98
2035	\$219,818	\$189,044	38,200	\$4.95	\$30,775	32,412	\$0.95
2036	\$219,818	\$189,044	38,300	\$4.94	\$30,775	33,568	\$0.92
2037	\$219,818	\$189,044	38,400	\$4.92	\$30,775	34,767	\$0.89
2038	\$219,818	\$189,044	38,400	\$4.92	\$30,775	36,010	\$0.85
2039	\$219,818	\$189,044	38,400	\$4.92	\$30,775	37,299	\$0.83
2040	\$219,818	\$189,044	38,400	\$4.92	\$30,775	38,635	\$0.80
2041	\$219,818	\$189,044	38,400	\$4.92	\$30,775	39,160	\$0.79
2042	\$219,818	\$189,044	38,400	\$4.92	\$30,775	39,693	\$0.78
2043	\$0	\$0	38,400	\$0.00	\$0	40,233	\$0.00
2044	\$0	\$0	38,400	\$0.00	\$0	40,780	\$0.00
2045	\$0	\$0	38,400	\$0.00	\$0	41,336	\$0.00
Total	\$3,736,913	\$3,213,745		\$84.42	\$523,168		\$18.44

Rate	4.00%	Credit per Person	\$58.19	Credit per Vehicle Trip	\$13.36
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Police Facilities Development Fees

Figure P11 includes infrastructure components and cost factors for police facilities development fees. The cost per service unit is \$442.76 per person and \$188.86 per vehicle trip.

Residential development fees are calculated per housing unit, based on unit size, and vary proportionately according to the number of persons per housing unit. For a single family residential unit with 2,200 square feet, the fee of \$1,851 is calculated using a cost of \$442.76 per person multiplied by 4.18 persons per housing unit.

Nonresidential development fees are calculated per development unit and vary proportionately according to the number of vehicle trips. For industrial development, the fee of \$162 per development unit (thousand square feet) is calculated using a cost of \$188.86 per vehicle trip multiplied by 1.67 vehicle trips per development unit.

Figure P11: Police Facilities Development Fees

Fee Component	Cost per Person	Cost per Trip
Bond Credit	(\$58.19)	(\$13.36)
Police Vehicles	\$75.86	\$32.76
Police Equipment	\$0.00	\$0.00
Development Fee Report	\$33.13	\$0.20
Total	\$442.76	\$188.86

Residential Fees per Development Unit			
Development Type	Development Unit	Persons per Dev. Unit ¹	Proposed Fees
Single Family			
1,249 or less	Housing Unit	1.67	\$739
1,250 to 1,999	Housing Unit	3.37	\$1,492
2,000 to 2,499	Housing Unit	4.18	\$1,851
2,500 to 2,999	Housing Unit	4.84	\$2,143
3,000 or more	Housing Unit	5.39	\$2,386
Multi-Family			
749 or less	Housing Unit	2.81	\$1,244
750 to 999	Housing Unit	3.57	\$1,581
1,000 to 1,249	Housing Unit	4.15	\$1,837
1,250 or more	Housing Unit	4.63	\$2,050

Nonresidential Fees per Development Unit			
Development Type	Development Unit	Vehicle Trips per Dev. Unit ¹	Proposed Fees
Industrial	1,000 Sq Ft	0.86	\$162
Commercial	1,000 Sq Ft	12.21	\$2,306
Office & Other Services	1,000 Sq Ft	5.42	\$1,024
Institutional	1,000 Sq Ft	5.39	\$1,018

1. See Land Use Assumptions

POLICE FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains revenue forecasts required by Arizona’s Enabling Legislation (ARS § 9-463.05(E)(7)). Projected fee revenue shown in Figure P12 is based on the development projections in the *Land Use Assumptions* document and the updated police facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue equals \$4,439,198 and projected expenditures equal \$4,147,414.

Figure P12: Police Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Police Facilities	\$3,458,775	\$0	\$3,458,775
Police Vehicles	\$669,375	\$0	\$669,375
Development Fee Report	\$19,264	\$0	\$19,264
Total	\$4,147,414	\$0	\$4,147,414

		Single Family* \$1,851 per unit	Multi-Family** \$1,581 per unit	Industrial \$162 per 1,000 sq ft	Commercial \$2,306 per 1,000 sq ft	Office \$1,024 per 1,000 sq ft	Institutional \$1,018 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2025	11,766	606	1,406	593	162	879
Year 1	2026	11,773	672	1,812	704	162	927
Year 2	2027	11,773	672	2,279	831	162	982
Year 3	2028	11,776	705	2,816	976	162	1,045
Year 4	2029	11,780	738	3,434	1,144	162	1,117
Year 5	2030	11,783	771	4,145	1,337	162	1,201
Year 6	2031	11,783	771	4,345	1,392	162	1,224
Year 7	2032	11,790	837	4,553	1,448	162	1,249
Year 8	2033	11,797	903	4,769	1,507	162	1,274
Year 9	2034	11,797	903	4,993	1,568	162	1,301
Year 10	2035	11,797	903	5,225	1,631	162	1,328
10-Year Increase		31	297	3,819	1,038	0	448
Projected Revenue		\$61,649	\$668,273	\$663,900	\$2,556,823	\$0	\$488,554

* Using the fee for a single family unit between 2,000 and 2,499 square feet

** Using the fee for a multi-family unit between 750 and 999 square feet

Projected Fee Revenue	\$4,439,198
Total Expenditures	\$4,147,414

STREET FACILITIES IIP

ARS § 9-463.05 (T)(7)(e) defines the eligible facilities and assets for the Street Facilities IIP:

“Street facilities located in the service area, including arterial or collector streets or roads that have been designated on an officially adopted plan of the municipality, traffic signals and rights-of-way and improvements thereon.”

The Street Facilities IIP includes components for arterial improvements, intersection improvements, and the cost of preparing the Street Facilities IIP and related Development Fee Report. The cost recovery methodology is used for arterial improvements and intersection improvements, and the plan-based methodology is used for the Development Fee Report.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Street Facilities IIP and development fees will allocate the cost of necessary public services between residential and nonresidential based on trip generation rates and trip adjustment factors.

SERVICE AREA

El Mirage provides a transportation network within the city limits; therefore, there is a citywide service area for the Street Facilities IIP.

RATIO OF SERVICE UNITS TO DEVELOPMENT UNITS

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

El Mirage will use vehicle trips as the demand units for street facilities fees. Components used to determine vehicle trips include average weekday vehicle trip generation rates and adjustments for commuting patterns and pass-by trips.

Residential Trip Generation Rates

As an alternative to simply using national average trip generation rates for residential development, published by the Institute of Transportation Engineers (ITE), TischlerBise calculates custom trip rates using local demographic data. Key inputs needed for the analysis, including average number of persons and vehicles available per housing unit, are available from American Community Survey (ACS) data.

Vehicle Trip Ends by Unit Type and Bedroom Range

TischlerBise recommends a fee schedule where larger units pay higher development fees than smaller units. Benefits of the proposed methodology include: 1) proportionate assessment of infrastructure demand using local demographic data, and 2) progressive fee structure (i.e., smaller units pay less, and larger units pay more). TischlerBise creates custom tabulations of demographic data by bedroom range by housing type from individual survey responses provided by the U.S. Census Bureau in files known as Public Use Microdata Samples (PUMS). PUMS files are only available for areas of at least 100,000 persons, with El Mirage in Public Use Microdata Area (AZ PUMA 00130). Shown in Figure S1, cells with yellow shading indicate the survey results, which yield the unadjusted number of persons and vehicles available per single family housing unit. Unadjusted vehicles per housing unit are adjusted to El Mirage control totals of 2.10 vehicles per single family housing unit. Shown in Figure S1, cells with yellow shading indicate the survey results, which yield the unadjusted number of persons and vehicles available per single family housing unit. Unadjusted vehicles per housing unit are adjusted to El Mirage control totals of 1.93 vehicles per multi-family household, shown in Figure S2.

Figure S1: Single Family Vehicle Trip Ends by Bedroom Range

Bedroom Range	Persons ¹	Vehicles Available ¹	Housing Units ¹	Housing Mix	Unadjusted PPHU	Adjusted PPHU ²	Unadjusted VPHU	Adjusted VPHU ²
0-2	2,826	2,348	1,705	61%	1.66	2.45	1.38	1.80
3	1,819	1,422	785	28%	2.32	3.42	1.81	2.37
4+	1,101	720	308	11%	3.57	5.27	2.34	3.06
Total	5,746	4,490	2,798	100%	2.05	3.03	1.60	2.10

National Averages According to ITE

ITE Code	AWVTE per Person	AWVTE per Vehicle	AWVTE per HU	Housing Mix
210 SFD	2.65	6.36	9.43	87%
220 Apt	1.86	5.10	6.74	13%
Wtd Avg	2.55	6.20	9.09	100%

Recommended AWVTE per Household

Bedroom Range	AWVTE per HU Based on Persons ³	AWVTE per HU Based on Vehicles ⁴	AWVTE per Housing Unit ⁵	
0-2	6.49	11.45	8.97	1. American Community Survey, Public Use Microdata Sample for AZ PUMA 00130 (2019-2023 5-Year unweighted data). 2. Adjusted multipliers are scaled to make the average PUMS values match control totals for El Mirage, based on American Community Survey 2019-2023 5-Year Estimates. 3. Adjusted persons per housing unit multiplied by national weighted average trip rate per person. 4. Adjusted vehicles available per housing unit multiplied by national weighted average trip rate per vehicle. 5. Average trip rates based on persons and vehicles per housing unit.
3	9.06	15.07	12.07	
4+	13.97	19.46	16.72	
Average	8.03	13.36	10.70	

Figure S2: Multi-Family Vehicle Trip Ends by Bedroom Range

Bedroom Range	Persons ¹	Vehicles Available ¹	Housing Units ¹	Housing Mix	Unadjusted PPHU	Adjusted PPHU ²	Unadjusted VPHU	Adjusted VPHU ²
0-1	258	162	208	47%	1.24	2.12	0.78	1.49
2	350	225	200	45%	1.75	2.98	1.13	2.15
3+	105	64	39	9%	2.69	4.59	1.64	3.14
Total	713	451	447	100%	1.60	2.72	1.01	1.93

National Averages According to ITE

ITE Code	AWVTE per Person	AWVTE per Vehicle	AWVTE per HU	Housing Mix
210 SFD	2.65	6.36	9.43	87%
220 Apt	1.86	5.10	6.74	13%
Wtd Avg	2.55	6.20	9.09	100%

Recommended AWVTE per Household

Bedroom Range	AWVTE per HU Based on Persons ³	AWVTE per HU Based on Vehicles ⁴	AWVTE per Housing Unit ⁵	
0-1	3.94	7.60	5.77	1. American Community Survey, Public Use Microdata Sample for AZ PUMA 00130 (2019-2023 5-Year unweighted data). 2. Adjusted multipliers are scaled to make the average PUMS values match control totals for El Mirage, based on American Community Survey 2019-2023 5-Year Estimates. 3. Adjusted persons per housing unit multiplied by national weighted average trip rate per person. 4. Adjusted vehicles available per housing unit multiplied by national weighted average trip rate per vehicle. 5. Average trip rates based on persons and vehicles per housing unit.
2	5.54	10.97	8.26	
3+	8.54	16.01	12.28	
Average	5.06	9.84	7.45	

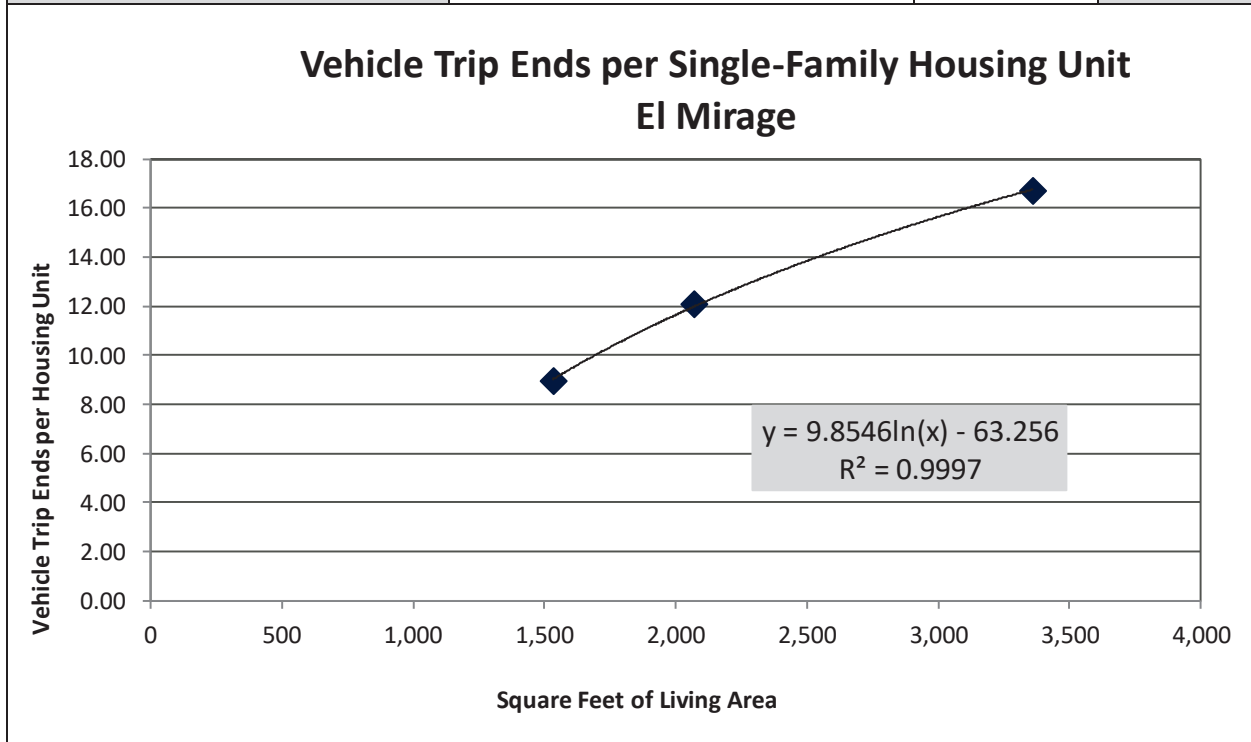
Vehicle Trip Ends by Unit Type and Housing Size

To derive average weekday vehicle trip ends by dwelling size for single family units, TischlerBise uses 2023 U.S. Census Bureau data for housing units constructed in the Census Mountain region. Based on 2023 estimates, living area ranges from 1,532 square feet for single family housing units with zero to two bedrooms up to 3,357 square feet for single family housing units with four or more bedrooms.

Citywide average floor area and weekday vehicle trip ends for single family units, by bedroom range, are plotted in Figure S3 with a logarithmic trend line. TischlerBise uses the trend line formula to derive estimated trip ends, by housing unit size, for the size ranges shown below. TischlerBise recommends a minimum fee based on a unit size of 1,249 square feet and a maximum fee for units 3,000 square feet or larger for single family development.

Figure S3: Single Family Vehicle Trip Ends by Housing Size

Average persons per housing unit derived from 2019-2023 ACS 5-Year PUMS data including El Mirage. Unit sizes by bedroom from the 2023 U.S. Census Bureau average for all single family units constructed in the Census Mountain region.	Actual Averages per Housing Unit			Fitted-Curve Values	
	Bedrooms	Square Feet	Trip Ends	Sq Ft Range	Trip Ends
	0-2	1,532	8.97	1,249 or less	7.02
	3	2,070	12.07	1,250 to 1,999	11.65
	4+	3,357	16.72	2,000 to 2,499	13.85
				2,500 to 2,999	15.64
			3,000 or more	17.16	

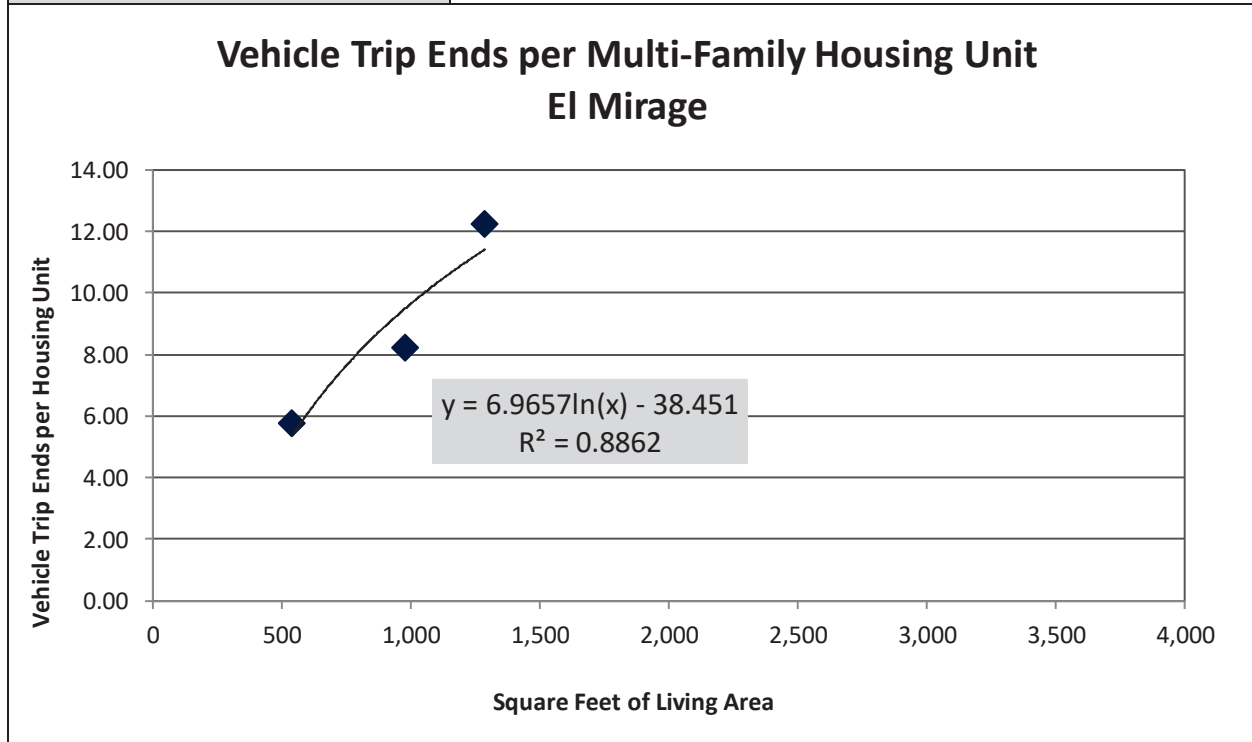


To derive average weekday vehicle trip ends by dwelling size for multi-family units, TischlerBise uses data from CoStar for housing units constructed in El Mirage. Based on current estimates, living area ranges from 540 square feet for multi-family housing units with zero to one bedroom up to 1,287 square feet for multi-family housing units with three or more bedrooms.

Citywide average floor area and weekday vehicle trip ends for multi-family units, by bedroom range, are plotted in Figure S4 with a logarithmic trend line. TischlerBise uses the trend line formula to derive estimated trip ends, by housing unit size, for the size ranges shown below. TischlerBise recommends a minimum fee based on a unit size of 749 square feet and a maximum fee for units 1,250 square feet or larger for multi-family development.

Figure S4: Multi-Family Vehicle Trip Ends by Housing Size

Average persons per housing unit derived from 2019-2023 ACS 5-Year PUMS data including El Mirage. Unit sizes by bedroom from CoStar for El Mirage, Arizona.	Actual Averages per Housing Unit			Fitted-Curve Values	
	Bedrooms	Square Feet	Trip Ends	Sq Ft Range	Trip Ends
	0-1	540	5.77	749 or less	7.66
	2	978	8.26	750 to 999	9.67
	3+	1,287	12.28	1,000 to 1,249	11.22
			1,250 or more	12.49	



Residential Trip Generation Rates

For residential development, a customized trip rate is calculated for single family and multi-family units in El Mirage.

TischlerBise starts with trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). For single family development, the proxy is Single Family Detached Housing (ITE 210), and this type of development generates 9.43 average weekday vehicle trip ends per housing unit. For multi-family development, the proxy is Multifamily Housing Low-Rise (ITE 220), and this type of development generates 6.74 average weekday vehicle trip ends per housing unit.

These proxies are then adjusted to local trip rates by using the most recent data from the U.S. Census Bureau American Community Survey (ACS) with equations provided by the ITE to calculate trip ends per housing unit factor. A single family unit in El Mirage is estimated to generate 10.63 average weekday vehicle trips. A multi-family unit in El Mirage is estimated to generate 8.41 average weekday vehicle trips.

Figure S5: Customized Residential Trip End Rates by Housing Type

Tenure by Units in Structure	Vehicles Available ¹	Households by Structure Type ²			Vehicles per HH by
		Single-Family	Multi-Family	Total	
Owner-Occupied	16,905	7,692	66	7,758	2.18
Renter-Occupied	6,404	2,909	469	3,378	1.90
Total	23,309	10,601	535	11,136	2.09

Units in Structure	Persons in Households ³	Trip Ends ⁴	Vehicles by Type of Unit	Trip Ends ⁵	Average Trip Ends	Housing Units ⁶	Trip Ends per Housing Unit	National Average ⁷
Single-Family	34,228	95,274	22,276	145,192	120,233	11,314	10.63	9.43
Multi-Family	1,583	5,429	1,033	4,363	4,896	582	8.41	6.74
Total	35,811	100,702	23,309	149,556	125,129	11,896	10.52	

- Vehicles available by tenure from Table B25046, American Community Survey, 2019-2023 5-Year Estimates.
- Households by tenure and units in structure from Table B25032, American Community Survey, 2019-2023 5-Year Estimates.
- Total population in households from Table B25033, American Community Survey, 2019-2023 5-Year Estimates.
- Vehicle trips ends based on persons using formulas from Trip Generation (ITE 2017). For single-family housing (ITE 210), the fitted curve equation is $EXP(0.89 * LN(persons) + 1.72)$. To approximate the average population of the ITE studies, persons were divided by 61 and the equation result multiplied by 61. For multi-family housing (ITE 220), the fitted curve equation is $(3.47 * persons) - 64.48$.
- Vehicle trip ends based on vehicles available using formulas from Trip Generation (ITE 2017). For single-family housing (ITE 210), the fitted curve equation is $EXP(0.99 * LN(vehicles) + 1.93)$. To approximate the average number of vehicles in the ITE studies, vehicles available were divided by 87 and the equation result multiplied by 87. For multi-family housing (ITE 220), the fitted curve equation is $(3.94 * vehicles) + 293.58$.
- Housing units from Table B25024, American Community Survey, 2019-2023 5-Year Estimates.
- Trip Generation, Institute of Transportation Engineers, 10th Edition (2021).

Nonresidential Trip Generation Rates

For nonresidential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Warehousing (ITE 150) which generates 1.71 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for office development is General Office (ITE 710) which generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for institutional development is Hospital (ITE 610) which generates 10.77 average weekday vehicle trip ends per 1,000 square feet of floor area.

Figure S6: Average Weekday Vehicle Trip Ends by Land Use

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit ¹	Wkdy Trip Ends Per Employee ¹	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
750	Office Park	1,000 Sq Ft	11.07	3.54	3.13	320
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Trip Rate Adjustments

To calculate street facilities fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent. As discussed further in this section, the development fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

Commuter Trip Adjustment

Residential development has a larger trip adjustment factor of 68 percent to account for commuters leaving El Mirage for work. According to the 2022 National Household Travel Survey (see Table 8-2) weekday work trips are typically 36 percent of production trips (i.e., all out-bound trips, which are 50 percent of all trip ends). As shown in Figure S7, the U.S. Census Bureau’s OnTheMap web application indicates 99 percent of resident workers traveled outside of El Mirage for work in 2022. In combination, these factors ($0.36 \times 0.50 \times 0.99 = 0.18$) support the additional 18 percent allocation of trips to residential development.

Figure S7: Commuter Trip Adjustment

Trip Adjustment Factor for Commuters	
Employed Residents	16,702
Residents Living and Working in El Mirage	218
Residents Commuting Outside El Mirage for Work	16,484
Percent Commuting out of El Mirage	99%
Additional Production Trips ¹	18%
Residential Trip Adjustment Factor	68%

Source: U.S. Census Bureau, OnTheMap Application (version 6.25.1) and LEHD Origin-Destination Employment

1. According to the National Household Travel Survey (2022)*, published in December 2011 (see Table 8-2), home-based work trips are typically 36.00 percent of “production” trips, in other words, out-bound trips (which are 50 percent of all trip ends). Also, LED OnTheMap data from 2022 indicate that 99 percent of El Mirage’s workers travel outside the city for work. In combination, these factors (0.360 x 0.50 x 0.99 = 0.18) account for 18 percent of additional production trips. The total adjustment factor for residential includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (18 percent of production trips) for a total of 68 percent.

*<http://nhts.ornl.gov/publications.shtml> ; Summary of Travel Trends - Table "Daily Travel Statistics by Weekday vs. Weekend"

Adjustment for Pass-By Trips

For commercial development, the trip adjustment factor is less than 50 percent because this type of development attracts vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent, or approximately 33 percent of the trip ends.

Average Weekday Vehicle Trips

Shown below in Figure S8, multiplying average weekday vehicle trip ends and trip adjustment factors by El Mirage’s existing development units provides the average weekday vehicle trips generated by existing development. As shown below, El Mirage’s existing development generates 102,578 vehicle trips on an average weekday.

Figure S8: Average Weekday Vehicle Trips by Land Use

Development Type	Dev Unit	ITE Code	Avg Wkday VTE	Trip Adjustment	2025 Dev Units	2025 Veh Trips
Single Family	HU	210	10.63	68%	11,766	85,050
Multi-Family	HU	220	8.41	68%	606	3,467
Industrial	KSF	150	1.71	50%	1,406	1,202
Commercial	KSF	820	37.01	33%	593	7,247
Office & Other Services	KSF	710	10.84	50%	162	876
Institutional	KSF	610	10.77	50%	879	4,736
Total						102,578

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

The City of El Mirage has recently constructed street facilities in order to expand the level of service to meet 2035 demand. Figure S9 shows these projects, their new capacities in lane miles, and their associated costs.

Figure S9: Street Expansion Projects

Description	Cost	Lane Miles
El Mirage & Thunderbird	\$8,681,574	23.0
Dysart & Olive	\$11,368,357	5.0
Northern Pkwy	\$3,500,000	3.5
Total	\$23,549,931	31.5

Arterial Improvements – Cost Recovery

El Mirage has constructed additional arterial improvements that will serve both future and current development. The City of El Mirage provided construction cost estimates representative of future growth-related arterial improvements.

The total cost of these projects was \$23,549,931. Some funds were contributed by previous developers for these projects, so these costs must be removed to determine the eligible cost that can be used in determining the level of service. The eligible cost of these projects is \$19,804,886 (\$23,549,931 total cost - \$3,745,045 developer payment). El Mirage plans for these street projects to provide capacity through 2035 by having added 31.5 lane miles of capacity. This results in a cost per lane mile of \$628,727 (\$19,804,886 eligible cost / 31.5 lane miles). The total cost of the streets are allocated to all development within El Mirage in 2035.

The planned level of service is determined by dividing the constructed lane miles by the total amount of projected vehicle trips in 2035 (see Figure L21), this results in a LOS of 0.2564 lane miles per thousand vehicle trips (31.5 lane miles / 122,847 vehicle trips / 1,000). Costs per vehicle trip are then determined by multiplying our level of service by our eligible cost per lane mile. This results in a cost of \$161.22 per vehicle trip (0.2564 lane miles per thousand vehicle trips X \$628,727 per lane mile / 1,000).

Figure S10: Transportation Cost Factors

Cost Factors	
Total Cost	\$23,549,931
Microsoft Net Payment	(\$3,500,000)
TI Cold Net Payment	(\$245,045)
Eligible Cost	\$19,804,886
Lane Miles	31.5
Eligible Cost per Lane Mile	\$628,727

Level-of-Service (LOS) Standards	
2035 Vehicle Trips	122,847
Lane Miles per Thousand Vehicle Trips	0.2564
Cost per Vehicle Trip	\$161.22

Development Fee Report – Plan Based

The 2025 cost to prepare the Street Facilities IIP and related development fee report equals \$19,264. El Mirage plans to update its report every five years. Based on the 5-year cost and 5-year projections of future development from the *Land Use Assumptions* document, the cost per service unit is \$1.35 vehicle trip.

Figure S11: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	2025	2030	5-Year Change	Cost per Service Unit
Fire	\$19,264	Residential	86%	Population	37,300	37,800	500	\$33.13
		Nonresidential	14%	Vehicle Trips	14,061	27,221	13,160	\$0.20
Wastewater	\$19,264	All Development	100%	ADG	2,334,186	2,530,675	196,489	\$0.10
Parks and Recreation	\$19,264	Residential	99%	Population	37,300	37,800	500	\$38.14
		Nonresidential	1%	Jobs	3,908	7,873	3,965	\$0.05
Police	\$19,264	Residential	86%	Population	37,300	37,800	500	\$33.13
		Nonresidential	14%	Vehicle Trips	14,061	27,221	13,160	\$0.20
Street	\$19,264	All Development	100%	Vehicle Trips	102,578	116,803	14,225	\$1.35
Total	\$96,320							

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

As shown in the *Land Use Assumptions* document, 10-year projected growth includes 327 new housing units and 5,304,000 square feet of nonresidential floor area. Based on the trip generation factors discussed in this section, projected development generates an additional 20,269 vehicle trips over the next 10 years. Shown below in Figure S12, El Mirage will have met the demand of new development in 2035 through their construction of the 31.5 lane miles, new development generated the demand for 5.2 of these lane miles (growth related cost is \$3,267,728) over the next 10 years.

Figure S12: Projected Travel Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Streets	0.2564 Lane Miles	per Thousand Vehicle Trips	\$628,727

Demand for Streets					
Year	Residential Vehicle Trips	Nonresidential Vehicle Trips	Lane Miles		
			Residential	Nonresidential	Total
2025	88,516	14,061	22.7	3.6	26.3
2026	88,943	16,012	22.8	4.1	26.9
2027	88,943	18,255	22.8	4.7	27.5
2028	89,156	20,836	22.9	5.3	28.2
2029	89,369	23,805	22.9	6.1	29.0
2030	89,582	27,221	23.0	7.0	30.0
2031	89,582	28,185	23.0	7.2	30.2
2032	90,009	29,185	23.1	7.5	30.6
2033	90,435	30,222	23.2	7.7	30.9
2034	90,435	31,297	23.2	8.0	31.2
2035	90,435	32,412	23.2	8.3	31.5
10-Yr Increase	1,918	18,351	0.5	4.7	5.2

Growth-Related Expenditures	\$309,285	\$2,958,443	\$3,267,728
Existing Development Expenditures			\$16,537,157
Total Expenditures			\$19,804,886

STREET FACILITIES DEVELOPMENT FEES

Streets Bond Credit/Offset

El Mirage issued debt to fund construction of police facilities as part of the 2022 bond series. A credit is necessary since future development will pay the development fee and may also contribute to future bond payments through tax revenues. A credit is necessary for interest payments because development fee calculations include interest costs.

The analysis divides annual bond payments by vehicle trips. For example, the 2026 bond payment is \$2.23 per vehicle trip (\$234,473 bond payment / 104,955 vehicle trips). To account for the time value of money, the analysis discounts annual payments per vehicle trip based on the bond interest rate of 4.00 percent. The total net present value of future bond payments is \$23.14 per vehicle trip.

Figure S13: Bond Credit

Streets Share of Series 2022 Bonds			
Fiscal Year	Annual Debt Service	Vehicle Trips	Payment per Veh Trip
2025	\$0	102,578	\$0.00
2026	\$234,473	104,955	\$2.23
2027	\$234,473	107,198	\$2.19
2028	\$234,473	109,992	\$2.13
2029	\$234,473	113,175	\$2.07
2030	\$234,473	116,803	\$2.01
2031	\$234,473	117,768	\$1.99
2032	\$234,473	119,194	\$1.97
2033	\$234,473	120,657	\$1.94
2034	\$234,473	121,732	\$1.93
2035	\$234,473	122,847	\$1.91
2036	\$234,473	124,216	\$1.89
2037	\$234,473	125,628	\$1.87
2038	\$234,473	126,871	\$1.85
2039	\$234,473	128,160	\$1.83
2040	\$234,473	129,496	\$1.81
2041	\$234,473	130,021	\$1.80
2042	\$234,473	130,554	\$1.80
2043	\$0	131,094	\$0.00
2044	\$0	131,642	\$0.00
2045	\$0	132,197	\$0.00
Total	\$3,986,040		\$33.21

Rate	4.00%	Credit per Vehicle Trip	\$23.14
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Street Facilities Development Fees

Figure S14 includes infrastructure components and cost factors for street facilities development fees. The cost per service unit is \$139.43 per vehicle trip.

Residential development fees are calculated per housing unit, based on unit size and unit type, and vary proportionately according to the amount of vehicle trips per housing unit. For a single family residential unit with 2,200 square feet, the fee of \$1,313 is calculated using a cost of \$139.43 per vehicle trip multiplied by 9.42 vehicle trips per housing unit.

Nonresidential development fees are calculated per development unit and vary proportionately according to the amount of vehicle trips. For industrial development, the fee of \$120 per development unit (thousand square feet) is calculated using a cost of \$139.43 per vehicle trip multiplied by 0.86 vehicle trips per development unit.

Figure S14: Street Facilities Development Fees

Fee Component	Cost per Trip
Bond Credit	(\$23.14)
Streets	\$161.22
Development Fee Report	\$1.35
Total	\$139.43

Residential Fees per Unit			
Development Type	Development Unit	Avg Wkdy Vehicle Trips ¹	Proposed Fees
Single Family			
1,249 or less	Housing Unit	4.77	\$666
1,250 to 1,999	Housing Unit	7.92	\$1,105
2,000 to 2,499	Housing Unit	9.42	\$1,313
2,500 to 2,999	Housing Unit	10.64	\$1,483
3,000 or more	Housing Unit	11.67	\$1,627
Multi-Family			
749 or less	Housing Unit	5.21	\$726
750 to 999	Housing Unit	6.58	\$917
1,000 to 1,249	Housing Unit	7.63	\$1,064
1,250 or more	Housing Unit	8.49	\$1,184

Nonresidential Fees per 1,000 Square Feet			
Development Type	Development Unit	Avg Wkdy Vehicle Trips ¹	Proposed Fees
Industrial	1,000 Sq Ft	0.86	\$120
Commercial	1,000 Sq Ft	12.21	\$1,702
Office & Other Services	1,000 Sq Ft	5.42	\$756
Institutional	1,000 Sq Ft	5.39	\$752

1. See Land Use Assumptions

STREET FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains revenue forecasts required by Arizona’s Enabling Legislation (ARS § 9-463.05(E)(7)). Projected fee revenue shown in Figure S15 is based on the development projections in the *Land Use Assumptions* document and the updated street facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue equals \$2,873,580 and projected expenditures equal \$19,824,150.

Figure S15: Street Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Streets	\$3,267,728	\$16,537,157	\$19,804,886
Development Fee Report	\$19,264	\$0	\$19,264
Total	\$3,286,992	\$16,537,157	\$19,824,150

Year		Single Family*	Multi-Family**	Industrial	Commercial	Office	Institutional
		\$1,313 per unit	\$917 per unit	\$120 per 1,000 sq ft	\$1,702 per 1,000 sq ft	\$756 per 1,000 sq ft	\$752 per 1,000 sq ft
		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2025	11,766	606	1,406	593	162	879
Year 1	2026	11,773	672	1,812	704	162	927
Year 2	2027	11,773	672	2,279	831	162	982
Year 3	2028	11,776	705	2,816	976	162	1,045
Year 4	2029	11,780	738	3,434	1,144	162	1,117
Year 5	2030	11,783	771	4,145	1,337	162	1,201
Year 6	2031	11,783	771	4,345	1,392	162	1,224
Year 7	2032	11,790	837	4,553	1,448	162	1,249
Year 8	2033	11,797	903	4,769	1,507	162	1,274
Year 9	2034	11,797	903	4,993	1,568	162	1,301
Year 10	2035	11,797	903	5,225	1,631	162	1,328
10-Year Increase		31	297	3,819	1,038	0	448
Projected Revenue		\$40,115	\$272,210	\$458,229	\$1,765,864	\$0	\$337,162

* Using the fee for a single family unit between 2,000 and 2,499 square feet

** Using the fee for a multi-family unit between 750 and 999 square feet

Projected Fee Revenue	\$2,873,580
Total Expenditures	\$19,824,150

WASTEWATER FACILITIES IIP

ARS § 9-463.05 (T)(7)(b) defines the eligible facilities and assets for the Wastewater Facilities IIP:

“Wastewater facilities, including collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances for those facilities.”

The Wastewater Facilities IIP includes components for wastewater treatment, managed system recharge, collection, and the cost of preparing the Wastewater Facilities IIP and related Development Fee Report. The cost recovery methodology is used for wastewater treatment and the plan-based methodology is used for managed system recharge, collection, and the Development Fee Report.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Wastewater Facilities IIP and development fees will allocate the cost of necessary public services between both residential and nonresidential development using average day flow factors.

SERVICE AREA

El Mirage provides a wastewater network within the city limits; therefore, there is a citywide service area for the Wastewater Facilities IIP.

RATIO OF SERVICE UNITS TO DEVELOPMENT UNITS

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

According to City of El Mirage Design Standards, average day flow is 80 gallons per capita. El Mirage will assess wastewater development fees per meter, by meter size, for new development. The analysis uses average day flow from a single family unit of 179 gallons per day (1,876,507 residential ADG / 10,475 residential accounts) as the flow factor for a 0.75-inch meter. For larger meters, average day flow is calculated by multiplying average day flow from the base meter by the capacity ratio for the corresponding meter size. The capacity ratios are calculated based on data published in *AWWA Manual of Water Supply Practices M-1, 7th Edition*.

Figure WW1: Wastewater Ratio of Service Unit to Development Unit

Gallons per Development Unit			
Meter Size	Development Unit	Capacity Ratio ¹	Average Day Gallons (ADG)
0.75-inch	Meter	1.00	179
1.00-inch	Meter	1.67	299
1.50-inch	Meter	3.33	596
2.00-inch	Meter	5.33	954
3.00-inch	Meter	10.67	1,910
4.00-inch	Meter	16.67	2,984
6.00-inch	Meter	33.33	5,966
8.00-inch	Meter	53.33	9,546

1. AWWA Manual of Water Supply Practices M-1, 7th Edition

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Existing Flow

Based on conversations with City staff, average day flow from El Mirage’s wastewater customers is 2,605,296 gallons in 2024.

Figure WW2: Existing Flow

Customer Type	Annual Gallons	Average Day Gallons
Residential	684,925,055	1,876,507
Nonresidential	266,007,985	728,789
Total	950,933,040	2,605,296

Equalization Basin – Plan Based

El Mirage plans to construct collection system improvements to serve future development during the next 10 years. Dividing the total cost of \$5,000,000 by the capacity increase of 800,000 gallons yields a cost of \$6.25 per gallon. El Mirage will assess this component of the fee to future development.

Figure WW3: Cost Factors

Wastewater Treatment	
Equalization Basin	\$5,000,000
Total Cost	\$5,000,000
Total Capacity (ADG)	800,000
Cost per Gallon	\$6.25

Development Fee Report – Plan-Based

The 2025 cost to prepare the Wastewater Facilities IIP and related development fee report equals \$19,264. El Mirage plans to update its report every five years. Based on the 5-year cost and 5-year projections of future development from the *Land Use Assumptions* document, the cost per service unit is \$0.10 per gallon.

Figure WW4: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	2025	2030	5-Year Change	Cost per Service Unit
Fire	\$19,264	Residential	86%	Population	37,300	37,800	500	\$33.13
		Nonresidential	14%	Vehicle Trips	14,061	27,221	13,160	\$0.20
Wastewater	\$19,264	All Development	100%	ADG	2,334,186	2,530,675	196,489	\$0.10
Parks and Recreation	\$19,264	Residential	99%	Population	37,300	37,800	500	\$38.14
		Nonresidential	1%	Jobs	3,908	7,873	3,965	\$0.05
Police	\$19,264	Residential	86%	Population	37,300	37,800	500	\$33.13
		Nonresidential	14%	Vehicle Trips	14,061	27,221	13,160	\$0.20
Street	\$19,264	All Development	100%	Vehicle Trips	102,578	116,803	14,225	\$1.35
Total	\$96,320							

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

Projected Flow

Shown below, Figure WW6 includes projected average day flow over the next 10 years. To project future wastewater flow, the analysis uses average daily gallons (ADG) per person data from the City and converts this into ADG per development unit for both residential and nonresidential development. Figure WW5 shows the ADG per development unit for residential and nonresidential development.

Figure WW5: Average Daily Gallons per Development Unit

Gallons per Capita per Day
59.1

Residential			
Development Type	Development Unit	PPHU ¹	Gallons per Unit per Day
Single Family	Housing Unit	3.03	179
Multi-Family	Housing Unit	2.72	161

Nonresidential				
Development Type	Development Unit	EDU Factor ²	Adjustment Factor ²	Gallons per Unit per Day
Commercial	1,000 Square Feet	0.59	2.61	40
Industrial	1,000 Square Feet	0.65	2.61	45
Institutional	1,000 Square Feet	0.67	2.61	46
Office	1,000 Square Feet	0.32	2.61	22

1. See Land Use Assumptions.
2. City of Phoenix Equivalent Demand Unit Study, 2024.

Average day flow equals 2,334,186 gallons at current and is projected to increase to 2,620,164 gallons by 2025. The difference between these figures, 285,979 gallons, represents the additional average day flow generated by future development during the next 10 years.

Figure WW6: Projected Flow

Demand for Wastewater Treatment					
Year	Housing Units	1,000 Square Feet	Average Daily Gallons		
			Residential	Nonresidential	Total
2025	12,372	3,041	2,203,531	130,654	2,334,186
2026	12,445	3,604	2,215,347	155,398	2,370,744
2027	12,445	4,253	2,215,347	183,862	2,399,208
2028	12,481	4,999	2,221,254	216,606	2,437,860
2029	12,518	5,857	2,227,162	254,273	2,481,435
2030	12,554	6,845	2,233,069	297,605	2,530,675
2031	12,554	7,123	2,233,069	309,840	2,542,909
2032	12,627	7,412	2,244,884	322,527	2,567,411
2033	12,700	7,712	2,256,700	335,681	2,592,381
2034	12,700	8,023	2,256,700	349,321	2,606,021
2035	12,700	8,345	2,256,700	363,465	2,620,164
10-Yr Increase	327	5,304	53,168	232,811	285,979

WASTEWATER FACILITIES DEVELOPMENT FEES

Wastewater Facilities Development Fees

Figure WW7 includes infrastructure components and cost factors for wastewater facilities development fees in El Mirage. The cost per service unit is \$6.35 per gallon.

Development fees are calculated per meter, based on meter size. The base 0.75-inch meter is equivalent to a single-family unit (3.03 persons per household X 59.1 gallons per person = 179 average day gallons), and a capacity ratio is used to convert the base meter fee proportionately for larger meters. The capacity ratios are calculated based on data published in *AWWA Manual of Water Supply Practices M-1, 7th Edition*. For example, the 0.75-inch fee of \$1,137 is calculated using a cost per service unit of \$6.35 per gallon, multiplied by 179 average day gallons, multiplied by a capacity ratio of 1.00. The 1.00-inch fee of \$1,898 is calculated using a cost per service unit of \$6.35 per gallon, multiplied by 179 average day gallons, multiplied by a capacity ratio of 1.67.

Figure WW7: Wastewater Facilities Development Fees

Fee Component	Cost per Gallon
Equalization Basin	\$6.25
Development Fee Report	\$0.10
Total	\$6.35

Demand Indicator	
Single Family Gallons per Day ¹	179

Fees per Meter		
Meter Size	Capacity Ratio ²	Proposed Fees
0.75-inch	1.00	\$1,137
1.00-inch	1.67	\$1,898
1.50-inch	3.33	\$3,785
2.00-inch	5.33	\$6,058
3.00-inch	10.67	\$12,128
4.00-inch	16.67	\$18,948
6.00-inch	33.33	\$37,885
8.00-inch	53.33	\$60,618

1. See Figure WW5

2. AWWA Manual of Water Supply Practices M-1, 7th Edition

WASTEWATER FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains revenue forecasts required by Arizona’s Enabling Legislation (ARS § 9-463.05(E)(7)). Projected fee revenue shown in Figure WW8 is based on average day flow projections and the proposed wastewater facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue equals \$1,815,966 and projected expenditures equal \$5,019,264. Development fee revenue may differ from the projections shown below based on the actual meter size and type of new development meters.

Figure WW8: Wastewater Facilities Development Fees Revenue

Fee Component	Cost
Equalization Basin	\$5,000,000
Development Fee Report	\$19,264
Total	\$5,019,264

Year		Fee \$6.35 per gallon
		Gallons
Base	2025	2,334,186
Year 1	2026	2,370,744
Year 2	2027	2,399,208
Year 3	2028	2,437,860
Year 4	2029	2,481,435
Year 5	2030	2,530,675
Year 6	2031	2,542,909
Year 7	2032	2,567,411
Year 8	2033	2,592,381
Year 9	2034	2,606,021
Year 10	2035	2,620,164
10-Year Increase		285,979
Projected Revenue		\$1,815,966

Projected Fee Revenue	\$1,815,966
Total Expenditures	\$5,019,264

APPENDIX A: FORECAST OF REVENUES OTHER THAN FEES

ARS § 9-463.05(E)(7) requires:

“A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section.”

ARS § 9-463.05(B)(12) states,

“The municipality shall forecast the contribution to be made in the future in cash or by taxes, fees, assessments or other sources of revenue derived from the property owner towards the capital costs of the necessary public service covered by the development fee and shall include these contributions in determining the extent of the burden imposed by the development. Beginning August 1, 2014, for purposes of calculating the required offset to development fees pursuant to this subsection, if a municipality imposes a construction contracting or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications, the entire excess portion of the construction contracting or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to development for which development fees are assessed, unless the excess portion was already taken into account for such purpose pursuant to this subsection.”

REVENUE PROJECTIONS

El Mirage does not have a higher-than-normal construction excise tax rate; therefore, the required offset described above is not applicable. Shown in Figure A1 is the required forecast of non-development fee revenue from identified sources that can be attributed to future development over a period of five years. These funds are available for capital investments; however, the City of El Mirage directs these revenues to non-development fee eligible capital needs including maintenance, repair, and replacement.

Figure A1: Revenue Projections

Source	Forecast Years				
	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Taxes	\$20,326,000	\$20,783,335	\$21,250,960	\$21,729,107	\$22,218,012
Licenses and Permits	\$1,145,000	\$1,170,763	\$1,197,105	\$1,224,040	\$1,251,580
Intergovernmental	\$14,599,000	\$14,927,478	\$15,263,346	\$15,606,771	\$15,957,923
Grants	\$75,000	\$76,688	\$78,413	\$80,177	\$81,981
Charges for Services	\$3,800,000	\$3,885,500	\$3,972,924	\$4,062,315	\$4,153,717
Fines and Forfeitures	\$20,000	\$20,450	\$20,910	\$21,381	\$21,862
Miscellaneous	\$3,715,000	\$3,798,588	\$3,884,056	\$3,971,447	\$4,060,805
Subtotal, General Fund	\$43,680,000	\$44,662,800	\$45,667,713	\$46,695,237	\$47,745,879

Source: City of El Mirage Finance Department.

APPENDIX B: PROFESSIONAL SERVICES

As stated in Arizona’s development fee enabling legislation, “a municipality may assess development fees to offset costs to the municipality associated with providing necessary public services to a development, including the costs of infrastructure, improvements, real property, engineering and architectural services, financing and professional services required for the preparation or revision of a development fee pursuant to this section, including the relevant portion of the infrastructure improvements plan” (see ARS § 9-463.05.A). Because development fees must be updated at least every five years, the cost of professional services is allocated to the projected increase in service units, over five years (see Figure B1). Qualified professionals must develop the IIP, using generally accepted engineering and planning practices. A qualified professional is defined as “a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person's license, education or experience”.

Figure B1: Cost of Professional Services

Necessary Public Service	Cost	Proportionate Share		Service Unit	2025	2030	5-Year Change	Cost per Service Unit
Fire	\$19,264	Residential	86%	Population	37,300	37,800	500	\$33.13
		Nonresidential	14%	Vehicle Trips	14,061	27,221	13,160	\$0.20
Wastewater	\$19,264	All Development	100%	ADG	2,334,186	2,530,675	196,489	\$0.10
Parks and Recreation	\$19,264	Residential	99%	Population	37,300	37,800	500	\$38.14
		Nonresidential	1%	Jobs	3,908	7,873	3,965	\$0.05
Police	\$19,264	Residential	86%	Population	37,300	37,800	500	\$33.13
		Nonresidential	14%	Vehicle Trips	14,061	27,221	13,160	\$0.20
Street	\$19,264	All Development	100%	Vehicle Trips	102,578	116,803	14,225	\$1.35
Total	\$96,320							

APPENDIX C: LAND USE DEFINITIONS

RESIDENTIAL DEVELOPMENT

The residential development categories shown below are based on data from the U.S. Census Bureau, American Community Survey. Development fees will be assessed to all new residential units. One-time development fees are determined by site capacity (i.e., number of residential units).

Single Family: includes fully detached, semi-detached (semi-attached, side-by-side), row house, townhouse, and mobile home units. In the case of attached units, each must be separated from the adjacent unit by a ground-to-roof wall in order to be classified as a single-family structure. Also, these units must not share heating/air-conditioning systems or utilities.

Multi-Family: includes residential buildings containing units built one on top of another and those built side-by-side which do not have a ground-to-roof wall and/or have common facilities (i.e., attic, basement, heating plant, plumbing, etc.) and any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, RVs, campers, vans, etc.).

NONRESIDENTIAL DEVELOPMENT

The proposed general nonresidential development categories (defined below) can be used for all new construction. Nonresidential development categories represent general groups of land uses that share similar average weekday vehicle trip generation rates and employment densities (i.e., jobs per thousand square feet of floor area).

Commercial: Establishments primarily selling merchandise, eating/drinking places, entertainment, and lodging uses. By way of example, commercial includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, and movie theaters.

Industrial: Establishments primarily engaged in the processing or production of goods, along with warehousing, transportation, communications, and utilities. By way of example, industrial includes manufacturing plants, warehouses, trucking companies, utility substations, power generation facilities, data centers, and telecommunications buildings.

Office and Other Services: Establishments providing management, administrative, professional, or business services; personal and health care services. By way of example, office and other services includes offices, health care, and business services.

Institutional: Public and quasi-public buildings providing educational, social assistance, or religious services. By way of example, institutional includes schools, universities, churches, hospitals, and public buildings.



REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to adjourn into Executive Session pursuant to A.R.S. § 38-431.03.A.5. for discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations with the El Mirage Firefighter's Association regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of employees of the public body. (Administration)

MEETING DATE: 04/07/2026

AGENDA SECTION: Executive Session

SUBMITTED BY: Dawn Kurek,
Human Resources Director

DEPARTMENT: Administration

RECOMMENDATION:

Adjourn into Executive Session pursuant to A.R.S. § 38-431.03.A.5. pertaining to discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations with employee organizations regarding the salaries, salary schedules or compensation paid in the form of fringe benefits of employees of the public body.

PROPOSED MOTION:

I move to convene into Executive Session pursuant to A.R.S. § 38-431.03.A.5 as presented.



REQUEST FOR COUNCIL ACTION

<p>SUBJECT: Consideration and action to approve R26-04-04, adopting the Memorandum of Understanding (MOU) between the City of El Mirage (COEM) and the El Mirage Fire Fighters Association (EMFFA), Chapter of Northwest Firefighters Local 4361, for the period of July 1, 2026, through June 30, 2029. (Administration)</p>	
<p>MEETING DATE: 04/07/2026</p>	<p>AGENDA SECTION: Regular</p>
<p>SUBMITTED BY: Dawn Kurek, Human Resources Director</p>	<p>DEPARTMENT: Administration</p>

BACKGROUND:

The current Memorandum of Understanding (MOU) between the City of El Mirage (COEM) and El Mirage Fire Fighters Association (EMFFA) was approved by the City Council by Resolution R24-04-08 on April 2, 2024, and is set to expire on June 30, 2026. The City and El Mirage Fire Fighters Association representatives met to establish a new Memorandum of Understanding (MOU) covering wages, benefits, and working conditions in accordance with § 30.07 Meet and Confer. The annual budgetary process will address the fiscal impacts of adopting this plan. The proposed Memorandum of Understanding (MOU) represents a strategic move to recruit and retain a well-qualified, professional, productive, and engaged workforce that takes pride in serving the City of El Mirage.

Describe the benefit to the organization and/or community: The Fire MOU benefits both the City and the community. It establishes clear expectations regarding wages, benefits, and working conditions, which promotes stability and retention within the workforce. By having a well-defined agreement on compensation, working conditions, and dispute-resolution procedures, the City is better equipped to retain skilled fire personnel. This retention is crucial as it ensures the community is served by experienced professionals.

Describe how this item aligns with an operational need, city priority, or strategic goal: The Fire MOU aligns with the City’s strategic priority for employees by ensuring firefighters receive competitive compensation and benefits, as well as a stable and supportive work environment. This support enhances employee retention, increases motivation, and helps maintain a highly skilled workforce.

Describe the timing considerations for approval of this item. The current Fire MOU is set to expire on June 30, 2026. By approving the new Fire MOU for the period of July 1, 2026, through June 30, 2029, the City can allocate funds into the fiscal year 2026-2027 annual budget process.

Describe any anticipated impact this item might have on residents, businesses, or operations: The approval of the Fire MOU is anticipated to have a positive impact

on the community. Residents and businesses will benefit from continued stability in fire and emergency medical services, supported by clear expectations around wages, benefits, and working conditions. This agreement reinforces consistency and supports the City's ability to maintain high-quality service delivery.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. § 30.07 Meet and Confer,

RECOMMENDATION:

Approve R26-04-04 adopting the Memorandum of Understanding (MOU) between the City of El Mirage (COEM) and El Mirage Fire Fighters Association (EMFFA), Chapter of Northwest Firefighters Local 4361, for the period July 1, 2026, through June 30, 2029.

PROPOSED MOTION:

I move to approve Resolution R26-04-04 as presented.

ATTACHMENTS

Resolution R26-0404 Fire MOU

Exhibit A: Resolution R26-04-04 - Fire MOU 07 01 26 - 06 30 29

Significant Changes Memo

RESOLUTION R26-04-04

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, MARICOPA COUNTY, ARIZONA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL MIRAGE AND THE EL MIRAGE FIRE FIGHTERS ASSOCIATION (EMFFA), CHAPTER OF THE NORTHWEST VALLEY FIREFIGHTERS LOCAL 4361

WHEREAS the City of El Mirage (“City”) and the El Mirage Fire Fighters Association (“EMFFA”) through their designated representatives have met in good faith to reach an agreement for matters concerning wages, benefits, and working conditions; and,

WHEREAS the current Memorandum of Understanding between the City and EMFFA, which was approved by the City Council on April 2, 2024, is set to expire on June 30, 2026; and,

WHEREAS, once approved by the City Council, the MOU shall become a binding agreement between the City and the EMFFA.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of El Mirage:

1. That the City Council approves the successor MOU between the City and EMFFA for the period of July 1, 2026, through June 30, 2029, a copy of which is attached hereto as Exhibit A.

APPROVED AND ADOPTED by the City Council this 7th day of April 2026.

Alexis Hermosillo, Mayor

ATTEST:

APPROVED AS TO FORM:

Jill Boltz, City Clerk

Justin Pierce, City Attorney

MEMORANDUM OF UNDERSTANDING

JULY 1, 2026 – JUNE 30, 2029

**THE CITY OF EL MIRAGE AND
EL MIRAGE FIRE FIGHTERS ASSOCIATION (EMFFA)**

**CHAPTER OF THE NORTHWEST VALLEY FIREFIGHTERS
LOCAL 4361**

This Memorandum of Understanding is made and entered into between the City of El Mirage, Arizona, hereinafter referred to as "City," and the El Mirage Fire Fighters Association, hereinafter referred to as "Association," under the authority of the City of El Mirage Ordinance No. 000-01-04.

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DEFINITIONS

For this Memorandum of Understanding, the following definitions will apply:

Association	The El Mirage Fire Fighters Association is under the authority of the City of El Mirage Ordinance No. 000-01-04.
Association Officer or Representative	Vice President or designee (Trustee).
Base Rate of Pay	The hourly rate of pay excludes applicable paramedic, bilingual, and/or preceptor pay.
City	City of El Mirage, Arizona
City Manager	City Manager or designee.
Commencement Date	The date this MOU becomes effective is July 1, 2026.
Days	All references to days in § 30.07 MEET AND CONFER shall mean business days in which administrative offices in City Hall are open for business.
Department Representative	A non-MOU member of the Fire Department (Fire Chief or designee).
Member or Employee	City of El Mirage employees who hold positions covered by this MOU, Firefighters, Fire Engineers, and Fire Captains; see Article 1 (Membership).
Non-MOU Employee	City of El Mirage employees who hold positions identified on the City of El Mirage Classification and Compensation Structure
Regular Rate of Pay	The regular rate of pay is determined by adding applicable paramedic assignment pay, bilingual pay, and/or preceptor pay to the base hourly rate as outlined in Article 3: Wages.
Retirement	When applicable, a separation of service from the City of El Mirage and the employee meets the requirements for a retirement benefit from the Public Safety Personnel Retirement System (PSPRS) or the Arizona State Retirement System (ASRS).

ARTICLE 1: MEMBERSHIP

In addition, the term "employee" or "member" in the singular or plural form shall mean employees of the City of El Mirage, which this M.O.U. specifically covers. Members shall include all full-time Firefighters up to the rank of Fire Captain.

ARTICLE 2: CONTRACTUAL RIGHTS OF THE PARTIES

1) Contractual Rights of the Association

- a) The Association, as the authorized representative, has the exclusive contractual right to serve as the meet and confer representative of all employees in the Fire Fighter Unit, as determined by the El Mirage City Council Ordinance No. O00-01-04.
 - i) The Association representative must obtain approval from his or her immediate supervisor to absent himself or herself from his or her duties to attend scheduled grievance meetings. A representative wishing to enter a work area to investigate a formal grievance must first gain permission from the work area supervisor. Considering the department's essential work and the shift representative's occupational safety, this permission will not be unreasonably withheld.
 - ii) The Association representative must obtain approval from the Fire Chief or his or her designee to attend educational conferences, seminars, and training courses related to the fire association. Leave requests shall be submitted in writing to the Fire Chief or their designee for approval at least eight (8) calendar days prior to departure, or with as much advance notice as possible.
 - iii) The Association representative must obtain approval from his or her immediate supervisor to absent himself or herself from his or her duties to attend one monthly executive board and one monthly Association membership meeting. If fifty percent (50%) or more of the designated officers or representatives come from one (1) shift, the Association shall change the executive board meeting date to a date on which a majority of the Association officers are off shift.
- b) The Association, through its designated representatives, may distribute materials on the City premises (building and grounds) only before and after scheduled departmental activities designated by the Fire Chief. The Association agrees that only Association printed material will be placed on any City bulletin board with the express written approval of the City Manager or designee. The distribution of any material shall also comply with any other City or Department rules and regulations.
- c) The Association representatives shall not be placed at the bottom of the overtime or callback list when doing Association business.
 - i) An Association officer or member may accept a callback or scheduled overtime and attend Association functions, but shall not receive overtime or callback pay for the period of time the Association officer or member is participating in Association functions.
 - ii) The Association officer or member shall immediately notify the Fire Chief or designee when

such an opportunity is created and inform the Fire Chief or designee of the time frame of the Association business. If the Department must call back or schedule overtime for another member to fill the vacancy created by the Association business, the callback or scheduled overtime shall be for a minimum of two (2) hours. The Association officer or member shall notify the Fire Chief or designee upon completion of Association business and shall immediately return to duty.

iii) If an Association officer or member accepts a callback or overtime and attends an Association function at the beginning of a shift, and the function is expected to last less than four (4) hours, the Fire Chief or designee can hold over an employee for the period that the Association officer or member is attending the function. The Association officer or member shall notify the Fire Chief or designee upon completion of Association business and shall immediately return to duty.

iv) At no time during a single 24-hour shift shall the combined hours of the callback/overtime and the attendance at an Association function by the officer or member exceed a total of twenty-four (24) hours.

d) The employee agrees that non-employee officers and representatives of the Association shall have reasonable access to the employer during working hours with reasonable advanced notice to the appropriate employer representative. Such access shall be for the reasons of the administration of this agreement. The Association agrees that such activities shall not interfere with the regular work duties of the employees.

2) Contractual Rights of Management

a) The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive contractual right to operate, administer, and manage its municipal services and workforce performing those services.

b) The City Manager and Fire Chief have exclusive decision-making authority on matters not expressly addressed or modified by specific provisions of this Memorandum. Such decision-making shall not in any way, directly or indirectly, be subject to the grievance procedure contained herein.

c) The exclusive rights of the City shall include but are not limited to: the contractual right to determine the organization of the City government and purpose and the mission of its constituent agencies and departments; to set standards of service to be offered to the public, and through its management officials to exercise control and discretion of its organization and operations; to establish and affect administrative regulations and employment rules consistent with law or any other regulation, ordinance or statute that is controlling and the specific provisions of this Memorandum; to direct its employees; to take disciplinary action for proper cause; to relieve its employees from duty because of lack of work or other legitimate reasons; to determine the methods, means and personnel by which the City's services are to be provided, including the contractual right to schedule and assign work and overtime; and to otherwise act in the best interests of the efficient service to the community; to adopt and to manage its budget, providing for the funding of the

certain levels of service; to add, delete, modify, or suspend certain programs, functions, divisions, and departments as the City Council determines in the exercise of its legislative authority; and to create and manage the City's budget as necessary and appropriate. Nothing herein shall be construed to diminish the rights of the City under Ordinance No. 000-01-04.

- d) In areas not expressly covered or addressed under this Memorandum of Understanding, the City of El Mirage Employee Policy Manual, Administrative policies, and Fire Department policies and procedures will apply. The City Manager or designee shall have the sole authority to determine if any conflict exists in interpreting this paragraph.
- e) The Association agrees that its members who work for the City will individually and collectively perform loyal and efficient work and service; that they will protect the property of the City and its service to the public; and that they will cooperate in always promoting and advancing the welfare of the City and the protection of its service to the public.
- f) The Association and City mutually agree through the labor/management process to cooperate in achieving increased productivity for the mutual benefit of all concerned through better utilization of equipment, workforce, and work methods.

3) Contractual Member Rights

- a) All members shall have the contractual right to have the Association serve as their "meet and confer" representative as outlined in Ordinance No. 000-01-04, without discrimination based on membership in the Association.
- b) Members shall have the contractual right to be presented by the Association in dealings with the City concerning grievances as defined in this Memorandum (Article #17).
- c) Members shall have the contractual right to present their grievances in person.
- d) Any member covered hereunder or his or her representative designated in written form, signed by the member, shall be permitted to examine his or her personnel file upon request and by appointment.
- e) No member shall have any adverse comments entered in his or her personnel file without being informed by a supervisor. If the member requests, he or she may receive a copy of the adverse statement.
- f) Within thirty (30) days of notification of the entrance of the adverse comment into his or her personnel file, the member may, at his discretion, attach a statement of rebuttal to any adverse material contained in his or her personnel file.
- g) Disciplinary letters of demotion, suspension, and termination are filed in the employee's personnel file. One year after an employee has received a suspension, the member may submit a memorandum to the Fire Chief requesting that the suspension letter be removed from the employee's personnel file. If the employee has not committed any further infractions of work rules or policy violations in

the preceding year, the Chief will consider the request from the date of the letter. When approved, the Chief will notify the Human Resources Department to purge the letter from the employee's personnel file. When a request is denied, no further requests will be accepted for a period of one year from the date of denial. Letters of demotion or termination shall not be removed from the personnel file. The Fire Chief will not consider removal for disciplinary letters that involve:

- i) Abusive or threatening attitude, language, or conduct towards fellow employees or citizens.
- ii) Falsification of documents or records.
- iii) Theft.
- iv) Alcohol or illegal drug use on the job.
- v) Violation of the City's harassment or discrimination policies.
- vi) City ethics policy violations.
- vii) Dishonesty, or
- viii) Any felony.

ARTICLE 3: WAGES

1) Step Pay Plan

- a) The Step Pay Plan, as set forth, is designed to increase members' pay through the Step Pay Plan incrementally. (Reference Appendix A).
- b) The Step Pay Plan may be amended as provided in paragraphs 2 and 3 of this article.

2) The City will apply a cost-of-living adjustment (COLA) to the step pay plan (reference Appendix A) consistent with the COLA applied to the Classification and Compensation structure for non-MOU employees. The COLA will be administratively applied to the step pay plan in the first and subsequent years of the agreement and will be applied concurrently with the COLA for non-MOU employees.

3) The City will incorporate the positions outlined in this MOU in all city-wide compensation studies. The City will administratively implement survey recommendations for pay step plans and supplemental pay for the Firefighter, Fire Engineer, and Fire Captain positions, using the same guidelines as for non-MOU positions.

4) Current members who have been in their position with the City for one year or longer, as of the first pay period of the fiscal year 2026-2027, will be eligible for a one-step increase on or about July 1, 2026. (Increases are effective and will appear in paychecks beginning the first pay date in July 2026).

- a) Members hired on or after July 1, 2025, will be eligible for a one-step increase in the pay period following one year in their position.
- b) The same format for 4) and 4.a) above shall be applied on or about July 1st of each subsequent year covered by this agreement.
- c) Members who have reached the maximum step on their assigned pay plan will not be eligible for additional step increases.

- d) Members promoted to a higher job classification will be placed at Step 1 of the new job classification's pay plan.
 - e) Members regularly assigned to a forty (40) hour work week will have their regular rate of pay multiplied by 1.48.
- 5) Additional Pay:
- a) Paramedic Pay: Members assigned as paramedics shall receive \$3.25 per hour for paramedic assignment.
 - b) Preceptor Pay: Members assigned by the Fire Chief or designee as paramedic preceptors shall receive \$1.25 per hour when assigned to precept an El Mirage Fire Department employee who is in paramedic school.
 - c) Bilingual Pay: Members who demonstrate proficiency in a second language and routinely provide translation from another language to English, including American Sign Language, shall be eligible to receive bilingual pay, paid at \$0.75 per hour. To receive bilingual pay, members must pass the City's designated language proficiency test. A member cannot obtain more than one adjustment of \$0.75 per hour, regardless of the number of languages or sign language in which the member becomes proficient.
- 6) Deferred Compensation: It is mandatory for each member to contribute \$25 per pay period, for 26 pay periods per year, to the city-designated deferred compensation provider. The City of El Mirage will contribute \$10 per pay period. Members are automatically enrolled in a 457-defined contribution plan designated by the City. Members must contact the Plan Administrator for account setup and menu options.
- 7) Post Employment Health Plan (PEHP) The City of El Mirage agrees to participate in the (PEHP) for members following the terms and conditions of the Plan's Participation Agreement. The parties hereto designate Nationwide Retirement Solutions to act as Plan Administrator for the Plan or its successors appointed under the Plan and Trust documents. For the term of the Agreement, the City shall contribute for each eligible employee the amount of \$100 per pay period.
- 8) Members called back to work after leaving City facilities upon completion of their regular shift shall receive a minimum of two (2) hours of pay at their regular rate, subject to overtime as described in Article 11. City personnel rules and administrative regulations will govern the application of this provision.

ARTICLE 4: HOURS OF WORK

- 1) Personnel classified as nonexempt under the Fair Labor Standards Act.
- 2) The Fire Chief shall determine the weekly shift schedules of Fire personnel. The duty hours of personnel shall consist of regularly scheduled shifts of forty-eight (48) hours on duty followed by

ninety-six (96) hours off duty ("48/96 Schedule") unless otherwise determined by the Fire Chief for the safety of the personnel, operational necessity, or in an emergency.

- 3) The Fire Chief may determine that an operational need exists to assign an employee to a forty (40) hour work schedule.

ARTICLE 5: SHIFT TRADES

- 1) Two members serving in the same classification or in the current promotional list for that classification may be granted the opportunity to exchange shifts following departmental policies. All shift changes are subject to the approval of the Fire Chief or his designee and shall conform with regulations issued by the Fire Chief and Section 7(p)(3) of the FLSA.
- 2) Section 7(p) (3) of the FLSA provides that two individuals employed in the same capacity by the same public agency may agree, solely at their option and with the approval of the public agency, to substitute for one another during scheduled work hours. 29 U.S.C. §207 (p) (3). It further states that the hours worked by the substituting employee shall be excluded by the public agency when calculating the hours for which the substituting employee is entitled to overtime compensation under the Act. The implementing regulations provide that when "one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift." 29 CFR §553.31(a). Source: U.S. Department of Labor

ARTICLE 6: HOLIDAY BENEFITS

- 1) Holidays Observed

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Recess	Day after Thanksgiving
Christmas Day	December 25

Whenever a holiday falls on a Friday or Saturday, it shall be observed on the preceding workday. Whenever a holiday falls on a Sunday, it shall be observed on the following Monday.

- 2) Members regularly assigned to a forty-hour (40) work schedule will be entitled to the holidays listed

in Paragraph 1 above, with ten (10) hours of leave for each holiday.

- 3) Holiday pay will be paid at the employee's current regular rate of pay for the work period.
- 4) Members regularly assigned to a 48/96 schedule will, in place of time off with pay, be paid in addition to the member's regular pay, and regardless of whether the member works the holiday, Holiday Pay for the ten (10) holidays listed in Paragraph 1 above. Holiday Pay hours will not be counted as hours worked to calculate overtime.
- 5) Holiday pay will be paid in the paycheck for the work period it occurs in. Holiday pay will be determined by multiplying the number of holiday hours by a factor of 1.5 hours. The holiday hours determined by this calculation will then be paid at the member's current regular rate of pay for the work period.
 - a) Example: Holiday pay for Thanksgiving and Thanksgiving Recess (the day after Thanksgiving) is calculated as 2 holidays multiplied by 10 hours each, multiplied by a factor of 1.5, which equals 30 holiday hours. ($2 \times 10 \times 1.5 = 30$). The 30 holiday hours will then be paid at the member's regular rate of pay for the pay period.
- 6) Service Award Leave – Personal Hours

Members regularly assigned to a 40-hour or 48/96 work schedule are eligible for Service Award Leave – Personal Hours as described in the Employee Recognition and Reward Policy.

ARTICLE 7: LIFE INSURANCE

- 1) The City will provide Basic Life and Accidental Death and Dismemberment (AD&D) insurance in the amount of one time the annual salary, rounded to the next higher \$1,000, if not already a multiple thereof, subject to a maximum as defined in the City's Group Term Life Certificate of Insurance. A member's "current equivalent annual pay," for purposes of this Article 7 only, shall be calculated by multiplying the employee's regular rate of pay at the time by three thousand eighty-seven (3087) hours, rounded to the nearest thousand dollars.

ARTICLE 8: HEALTH AND DENTAL INSURANCE

- 1) Health and Dental Coverage:
 - a) The City will pay up to 100% of the member's monthly health and dental premiums, but not more than the actual cost of the lowest health and dental premium. The members agree to pay any additional amount above the lowest health and dental premium plan.
 - b) The City will continue to pay the approved amount for dependent coverage per month, but not less than 70% of the dependent premium for the lowest health and dental premium plan. The member agrees to pay any additional premium above that amount for dependent coverage.
- 2) If a member is killed while on duty or while performing Fire Department functions as determined by

the City, the City will pay the full monthly Consolidated Omnibus Budget Reconciliation Act (COBRA) health insurance premium for the member's spouse and all eligible dependents of the member from the date of the qualifying event for a period as defined by COBRA.

ARTICLE 9: TUITION REIMBURSEMENT

- 1) Employees in their initial probationary period are not eligible for tuition reimbursement.
- 2) An employee requesting reimbursement under the tuition reimbursement policy must complete the required application and include proof that the coursework is a core course or job-related elective in a degree program, either related to the employee's current position or reasonably anticipated to benefit the employee in a City career path and receive approval from the authorizing approvers, as designated on the City's form. The Human Resources Department must certify the availability of funds within the budget. The Human Resources Director may reject any request that does not meet the requirements described in this policy if there is no availability of funds or if the City Manager determines approval would cause a financial hardship for the City.
- 3) In-person and online courses must be from a fully accredited college, university, or approved technical/trade/business school.
- 4) Employees shall be eligible for reimbursement of required expenses such as tuition, books, registration, and course fees.
- 5) Any financial assistance the employee receives from outside sources shall reduce the reimbursement amount. When applying for tuition reimbursement, the employee shall notify the Human Resources Department of any financial assistance they receive from an outside source.
- 6) Reimbursement will be at 100% of the tuition charged per credit hour up to the tax-exempt IRS calendar year limit, pending sufficient availability of city funds. The City follows IRS guidelines regarding the limit of tax-free educational assistance. Any assistance above certain limits must be taxable.
- 7) Tuition reimbursement is not available more than once for the same course.
- 8) The calendar year in which the reimbursement is paid to the employee shall determine the calendar year in which the tuition reimbursement amount will be counted. For example, if a course is taught from October to December and the reimbursement is paid the following January. In that case, the course reimbursement amount must be counted toward January's calendar year limit.
- 9) Proof of each course passed and presentation of a receipt for tuition costs is required. For undergraduate classes, proof of passing each course with a "C" grade or higher (or equivalent, where letter grades are not used). For graduate-level classes or higher, proof of passing each course with a grade of "B" or higher.
- 10) Reimbursement paperwork shall be submitted within 60 days after course completion. The City Manager must approve any exception to this deadline.

- 11) Any employee who resigns before completion of a course or is discharged will automatically terminate their eligibility for reimbursement.

ARTICLE 10: UNIFORM ALLOWANCE

- 1) Before starting the Regional Fire Academy, the Fire Department will provide all initial academy uniforms designated by the Fire Chief, including the dress uniform needed for graduation. Upon successful completion (graduation) of the Regional Fire Academy, the individual will receive a payment of \$700. This will allow the individual to purchase necessary regular-duty uniforms. The individual will then receive their next reimbursement in conjunction with all other members, regardless of proximity to the initial reimbursement.
- 2) Members will be entitled to reimbursement for authorized original issue or maintenance of uniforms up to one thousand four hundred (\$1,400) dollars per fiscal year, with no carryover to the next fiscal year.
- 3) Both parties agree that the allowance shall be structured to exempt it from taxation and retirement contributions. The City will pay 50% of the allowance twice per year, through the City's Accounts Payable process, on or about July 1st and January 1st. MOU members must be employed on each of the dates above to receive the payment. The EMFFA agrees to provide documentation substantiating that the annual cost of uniform and duty clothing maintenance meets or exceeds the proposed allowance. (Reference Appendix B). The parties agree that if the EMFFA member does not maintain adequate documentation, or if a government agency such as the IRS, Arizona Department of Revenue, or the Public Safety Personnel Retirement System determines that the amounts paid in this Paragraph (3) are subject to taxation and/or other retirement contributions, the EMFFA member shall indemnify the City to the fullest extent allowable by law, including, but not limited to, payment of any fines, penalties and reasonable attorneys' fees incurred by the City as a result of the treatment of the amounts paid in this Paragraph (3).

ARTICLE 11: OVERTIME

- 1) Overtime will be paid following the Fair Labor Standards Act (FLSA) regulations. Personnel classified as exempt under the FLSA are not eligible for overtime. Overtime shall be worked and allowed if assigned by the Fire Chief or his designee. Employees assigned to a 48/96 shift schedule: overtime will be calculated and paid at one and one-half (1.5) times the employee's regular rate of pay for all hours worked more than 53 hours in a 7-day work period. Employees assigned to a 40-hour schedule: overtime will be calculated and paid at one and one-half (1.5) times the employee's regular rate of pay for all hours worked more than forty (40) hours in a seven (7) day work period.
- 2) Except as otherwise provided in Article 13: Paid and Unpaid Leave, hours worked shall include vacation, bereavement, administrative leave with pay, service leave, recognition leave, and/or any other comparable leave hours (excluding sick leave and leave donation – association business) during which the employee is not performing services for the City.
- 3) In the event the State of Arizona or the United States imposes upon the City any additional form of leave, paid or unpaid, for family or child assistance, such leave shall not be considered as time worked

for purposes of the regularly scheduled work week.

ARTICLE 12: WORKING OUT OF CLASS

- 1) Members who are temporarily upgraded by management to perform substantially the full range of duties and responsibilities of another MOU position shall be paid an additional five percent (5%) for each position upgrade when “working out of class.”
- 2) Members assigned to perform the duties and assume the responsibilities of a higher classification, for a period of two or more consecutive seven (7) day work periods, shall be designated as having an Interim position. Employees in an interim position shall receive the first step of the higher position’s step plan. Compensation begins the first day of the pay period following fourteen consecutive calendar days of the interim assignment. A temporary assignment will be reviewed every ninety days and is limited to a six-month period. The assignment may be extended at the discretion of the City Manager. Temporary assignment pay shall be removed as of the first day of the pay period in which the employee is no longer serving in the interim assignment capacity.
- 3) Members cannot receive pay under Article 12, paragraphs 1 and 2 simultaneously.

ARTICLE 13: PAID AND UNPAID LEAVE

All leaves of absence shall be granted following federal and state law and the City of El Mirage Employee Policies and Procedures.

- 1) Vacation Leave
 - a) Members hired on or after January 1, 2004, and regularly assigned to a 48/96 shift schedule or a 40-hour schedule will earn vacation leave as outlined in the following schedule.

Vacation Accrual Schedule

Years of Service	Accrual rate per pay period
Less than 2 years	4.62 hours
2 but less than 5 years	5.54 hours
5 but less than 10 years	6.92 hours
10 or more years	9.23 hours

- i) Members begin to accrue vacation leave at the time of hire.
- ii) Use of leave must be rounded to the nearest quarter hour.
- iii) Members will accrue vacation hours each pay period without a maximum limit on accrual. However, a maximum of five hundred seventy-six (576) hours can be carried over to the next fiscal year. Any hours exceeding five hundred seventy-six (576) after the last paycheck of the fiscal year will be forfeited.

iv) Upon termination of a member's employment, whether with or without cause, the Member shall be paid the member's vacation accrual balance at the member's regular rate of pay at the time of termination. In the first twelve months of employment, members are ineligible to receive a payout for vacation leave.

b) Members hired on or before December 31, 2003, shall accrue vacation leave at the rate of 6.16 hours per pay period. The maximum accrual of vacation hours is three hundred twenty (320).

i) Vacation leave shall be deducted from a member's accrual bank on a 3-for-1 basis. By way of example, a member who takes six hours off for vacation time will only have two hours deducted from the member's vacation accrual bank.

ii) At the time of termination, whether with or without cause, members shall be paid their vacation leave balance at the Member's regular rate of pay.

iii) A member's vacation leave balance at the time of termination will not be paid at a 3-to-1 rate.

2) Sick Leave

a) Members hired on or after January 1, 2004, and regularly assigned to a 48/96 or 40-hour schedule will earn sick leave at the rate of 5.54 hours per pay period (equivalent to 6 shifts per year) with no maximum accrual limit.

i) Members begin to accrue sick leave at the time of hire.

ii) Use of leave must be rounded to the nearest quarter hour.

iii) Sick leave shall be deducted from a Member's accrued sick leave on an hour-for-hour (1-for-1) basis.

b) Members hired on or before December 31, 2003, shall be entitled to paid sick leave. Members will accrue sick leave at the rate of 3.7 hours per pay period with no maximum limit. Sick leave shall be deducted from a member's sick leave accrual bank on a 3-for-1 basis. By way of example, a member who takes six hours off for sick time will only have two hours deducted from the member's sick leave accrual bank.

3) Sick Leave Conversion Upon Retirement Eligibility

a) A member who is retirement eligible and has accumulated a minimum of one thousand (1,000) hours of accrued and unused sick leave at the time of separation shall receive twenty percent (20%) of the base hourly wage/rate of pay for all unused sick leave hours.

b) A member who is retirement eligible and has accumulated a minimum of one thousand five hundred (1,500) hours of accrued and unused sick leave at the time of separation shall receive forty percent (40%) of the base hourly wage/rate of pay for all unused sick leave hours.

- c) A member who has accumulated a minimum of two thousand one hundred (2,100) hours of accrued and unused sick leave at the time of separation shall receive sixty percent (60%) of their base hourly wage/rate of pay for all unused sick leave hours.
- d) For the purposes of Article 13.3. a, b, and c, retirement-eligible employees are defined as those who terminate employment (separation of service) with the City of El Mirage and are eligible to receive normal retirement benefits from the Arizona Retirement System (ASRS) or the Public Safety Personnel Retirement System (PSPRS).
- e) This article confirms that upon retirement eligibility, Association members will convert eligible accrued sick leave into a monetary value based on their final base hourly rate. The converted amount will be applied toward the Post Employment Health Plan (PEHP) in accordance with applicable laws and plan guidelines.
- f) Death of a member while employed by the City. In the event of a member's death, while employed by the City of El Mirage, the City shall pay to the member's designated beneficiary, regardless of the number of years the member has worked for the City before the time of death, will receive one hundred percent (100%) of the total accumulated unused sick leave hours at the member's regular rate of pay at the time of death.

4) FMLA

- a) It is the policy of the City to fully comply with the Family and Medical Leave Act (FMLA) requirements.

5) Industrial Injury

- a) It is the policy of the City of El Mirage to follow and comply with the reporting and processing of on-the-job injuries and illnesses following the State of Arizona workers' compensation statutes.
- b) Employees who are injured on the job will receive industrial injury leave (salary continuance) when the health care provider renders the employee unable to perform the essential functions of his or her job, with or without reasonable accommodation, when treatment is required by a licensed professional, and providing the claim is approved by the City's workers' compensation administrator. If the workers' compensation administrator denies a claim, the employee will be charged leave time or shall pay back the amount owed. An employee's income from the City while receiving salary continuance must not exceed the employee's regular bi-weekly gross salary.
 - i) Industrial injury leave may be utilized, as outlined in paragraph b, while the industrial injury claim is under review by the City's workers' compensation administrator and once the claim is approved. Sick, vacation, compensatory, or any other paid leave will not be charged. If the claim is denied, the employee's paid leave will be deducted for the time recorded as an industrial injury while the claim was under review, or the employee may pay back the amount due.
- c) Employee must authorize the workers' compensation administrator to mail temporary disability

checks to the City for time lost from work due to an industrial injury. If the employee receives a temporary disability check (workers' compensation wages) from the City's workers' compensation administrator, the employee must endorse the check back to the City.

d) Family and Medical Leave (FML) will run concurrently with Industrial Leave.

6) Light Duty Assignments

a) The City may, at its sole discretion, provide light-duty assignments for members who are unable to perform the essential functions of their positions, with or without reasonable accommodations, due to temporary injuries or illness, for on or off-duty injuries or illnesses.

b) Hours worked on light duty will count as hours worked for purposes of achieving the Fair Labor Standards Act (FLSA) 7-day work period overtime.

c) Light-duty assignments (for off-duty injuries/illness) will not exceed sixty (60) calendar days unless doing so would be in the best interest of the City. Any extension of the sixty (60) calendar days will be with the recommendation of the Fire Chief and require approval of the City Manager.

7) Association members are ineligible for Holiday Closure leave. An increase to the City's contribution to the Post-Employment Health Plan to \$100 per pay period (from \$35) was provided in exchange for holiday closure leave.

8) Bereavement Leave

a) Bereavement leave is available to any member to attend to family needs that arise in connection with the death of a member's immediate family. Immediate family shall be defined as (1) the member's spouse, parent, child, brother, sister, grandparent, or grandchild; (2) the member's spouse's parent, child, brother, or sister; (3) the member's child's spouse. The City Manager may give special consideration to the death of a person other than a member's immediate family if the deceased's association with the member was like any of the above relationships, including any person who has been a parent substitute to the member.

b) Vacation or compensatory time may be requested for family members not considered immediate family.

c) Bereavement leave will be permitted in the following amounts:

i) Members regularly assigned to a forty (40) hour schedule may utilize up to forty (40) hours of bereavement leave for the death of an immediate family member.

ii) Members regularly assigned to a 48/96 schedule may utilize up to sixty (60) hours of bereavement leave for the death of an immediate family member.

d) Bereavement leave shall be counted as hours worked for purposes of calculating overtime but only in an amount needed to bring an employee's total hours worked for a work period to 72 hours when

scheduled to work three twenty-four hour shifts in the 7-day work period or 48 hours when scheduled to work two twenty-four hour shifts in the 7 day work period, or 40 hours when scheduled to work a 40-hour assignment in the 7 day work period.

9) Leave Donation – Association Business

- a) The City will establish a voluntary leave donation program for the use of association business. Members may voluntarily donate unused vacation hours to the association's business leave bank by using the City's designated form.
- b) Association leave is paid leave provided for the purpose of conducting association business. Association leave shall be paid at straight time and shall not be counted as hours worked for purposes of computing overtime under the Fair Labor Standards Act or otherwise. Association leave usage shall not obligate the City to pay overtime to the Association representative on account of association leave hours alone.
- c) The City shall not be responsible for monitoring or maintaining the Association Leave submissions.

10) Limited Use of Accrued Leave as Hours Worked

- a) Hours of work shall include paid vacation for overtime calculations when the employee is assigned to work additional hours outside of their regular schedule in the same workweek. This only applies after vacation has been approved prior to the current pay period in which the overtime is worked.
 - i) Employee acknowledges that the timing and conditions of any amounts provided by the employer (the City of El Mirage) are intended to comply with the constructive receipt doctrine under applicable U.S. federal income tax law. Employee agrees they will not engage in conduct that could reasonably be expected to cause constructive receipt.
 - ii) To the extent Employee's actions cause or materially contribute to a determination that Employee has constructively received income, Employee shall indemnify, defend, and hold harmless Employer and its affiliates, and their officers, directors, and employees, from and against any and all taxes, penalties, interest, and reasonable professional fees and costs incurred as a result of such determination, except to the extent arising from Employer's breach of its written policies or applicable law.
- b) Except as outlined above, vacation leave and other leave will be counted as hours worked for purposes of calculating overtime when an employee misses a regularly scheduled shift(s), but only in an amount needed to bring an employee's total hours worked for a work period to 72 hours when scheduled to work three twenty-four-hour shifts in the 7-day work period
- c) Sick leave may be used when an employee misses a regularly scheduled shift(s) but only in an amount needed to bring an employee's total hours worked for a work period to 72 hours when scheduled to work three twenty-four-hour shifts in the 7-day work period or 48 hours, when

scheduled to work two twenty-four-hour shifts in the 7-day work period. Sick leave will always be paid as straight time.

- d) An employee who has taken time off that would be covered under sick leave may, at the employee's option, request the use of vacation time instead of sick leave.

ARTICLE 14: STAFFING

The minimum staffing level for the El Mirage Fire Department shall be consistent with the current City of El Mirage adopted Phoenix Regional Dispatch Consortium staffing requirements.

ARTICLE 15: VOLUNTARY DECISION MAKING - VACCINATIONS

The City recognizes the fundamental right of all association members to make voluntary decisions about vaccinations. Therefore, no association member shall be required to receive vaccinations as a condition of employment without their informed and voluntary consent, unless such vaccinations are mandated by federal or state law.

ARTICLE 16: HEALTH AND SAFETY COMMITTEE

A Fire Department Safety Committee shall establish department policies to address safety issues, including, but not limited to, NFPA 1500, NFPA 1710, OSHA, City, and departmental regulations. This policy shall not be modified without consulting the Labor/Management Committee.

ARTICLE 17: GRIEVANCE PROCEDURES

- 1) The City and Association agree that the procedure provided in this agreement shall be the administrative process required for grievances of this M.O.U. Grievances related to issues outside the terms of this agreement may not be grieved under the agreement's provision.
- 2) Informal Resolution
 - a) It is the responsibility of the member who believes he or she has a bona fide complaint concerning a violation of the M.O.U. to promptly inform and discuss it with his or her supervisor, to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level.
 - b) If such informal discussion does not resolve the problem to the member's satisfaction, and if the complaint constitutes a grievance as defined herein, the member may file a formal grievance following the procedures set forth below.
- 3) Definition of Grievance
 - a) A "grievance" is a written allegation by an Employee, submitted promptly following this provision, alleging specific violations of the terms of this Memorandum, which are alleged to be violated, and the specific remedy request. Failure to identify the specific provision of the Memorandum and the specific remedy shall automatically terminate the grievance.

- b) A "Unit" grievance is a written allegation by which the Association, submitted as herein specified, charges violation(s) of the specific express terms of the Memorandum that involved the entire unit and not merely a specific application of this Memorandum to one or more employees.

4) Procedures

- a) Unit grievances shall skip Steps 1 and 2 and commence at Step 3.
- b) In processing a formal grievance, the following procedures shall apply:
 - i) STEP 1: The unit employee shall reduce the grievance to writing by signing and completing all parts of the Grievance form provided by the City and submitting it to his or her immediate supervisor as designated by the City within fourteen (14) calendar days of the event giving rise to the grievance. Either party may then request that a meeting be held. The supervisor shall, within fourteen (14) calendar days of having received the written grievance or such meeting, whichever is later, submit a response to it in writing to the grievant and their representative, if any.
 - ii) STEP 2: If the response to the first level of review does not result in a resolution of the grievance, the grievant may appeal by signing and completing the form and presenting it to the Battalion Chief as designated by the Fire Chief, within seven (7) calendar days of the grievant's, or representative's receipt of the Step 1 response. Either party may request that a meeting be held regarding the grievance, or they may mutually agree that no meeting be held. Within seven (7) calendar days of receiving the appeal or the meeting, whichever is later, the Battalion Chief, as designated by the Fire Chief, shall submit a response to the grievant and their representative, if any.
 - iii) STEP 3: If the response of the second-level review does not result in a resolution of the grievance, the grievant may appeal by signing and completing the form and presenting it to the Fire Chief within seven (7) calendar days of the grievant's receipt of the Step 2 response. Either party may request that a meeting be held regarding the grievance or may mutually agree that no meeting be held. Within twenty-one (21) calendar days of receiving the written grievance or the meeting, whichever is later, the Fire Chief shall submit a response to the grievant and their representative, if any.
 - iv) STEP 4: If the response of the third level of review does not result in a resolution of the grievance, the grievant and the Association may submit the grievance to a Grievance Committee for a review and recommendation within seven (7) calendar days of the receipt of the Step 3 response. The Grievance Committee shall include two representatives of the City Manager and two representatives of the Association. These four individuals will review the grievance and make a recommendation for resolution of the grievance within fourteen (14) calendar days of having received the appeal. If a resolution does not resolve the grievance, and if both parties agree, Step 5 may be skipped, and the grievance may be submitted to the City Manager for resolution.
 - v) STEP 5: If the response of the fourth level of review does not result in a resolution of the

grievance, the grievant and the Association may jointly invoke the Step 5 procedures. The City Manager and the grievant or their designated representatives shall agree on an arbitrator. If they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven arbitrators who have experience in the public sector. The parties shall, within seven (7) calendar days of receipt of the said list, select the arbitrator by striking names from the said list until one name remains. Such a person shall then become an arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties and shall be bound by the following:

- (1) The arbitrator shall neither add, detract, nor modify the language of the Memorandum or departmental rules and regulations in considering issues properly before him or her.
 - (2) The arbitrator shall expressly confine himself or herself to the precise issues submitted to him or her and shall have no authority to consider any other issue not submitted to him or her.
 - (3) Applicable federal, state, and City law shall bind the arbitrator.
 - (4) The arbitrator shall submit a recommendation to both parties within thirty (30) days from the close of the arbitration hearing.
 - (5) The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the City and the El Mirage Fire Fighters Association.
- vi) STEP 6: If Step 5 does not resolve the grievance, either party may submit the grievance to the City Manager. The City Manager may accept, modify, or reject the arbitrator's recommendation and shall submit his or her decision in writing to the grievant and their designated representative within twenty (20) calendar days of receipt of the written arbitrator's recommendation.
- vii) TIME LIMITS: Failure of the departmental representatives to comply with time limits specified in Steps 1 and 2 shall entitle the grievant to appeal to the next level of review. Failure of the grievant to comply with the said time limit shall constitute abandonment of the grievance. However, the parties may extend time limits by mutual written agreement in advance.

ARTICLE 18: PROHIBITION OF STRIKES AND LOCKOUTS

The Association pledges to maintain unimpaired firefighting and related support services as directed by the Fire Chief. It shall not cause, condone, counsel, or permit its members, or personnel, or any of them, to strike, fail to perform duties fully and faithfully, slow down, disrupt, impede, or otherwise impair the normal functions and procedures of the department.

ARTICLE 19: FISCAL CRISIS

- 1) The parties to this agreement acknowledge that in the event of a fiscal crisis, the City may request the

member organization to modify this Memorandum of Understanding to include alternatives to temporary reductions in force or the permanent elimination of positions in the City's employment.

- 2) The term fiscal crisis shall include, but shall not be limited to, a loss of state revenues, reduction in City sales tax revenues, failure of votes to approve expenditure limitations, expenditures limits imposed on the City by the State Legislature or courts after the effective date of this MOU, a monetary judgment against the City that exceeds or is not covered by the City's insurance coverage, or emergency increase in expenditures not included in the regular City budget.
- 3) The City shall provide the Association with a request to re-open the Memorandum specifying the specific actions requested. The Association shall have ten (10) days to accept or reject the request. If the Association accepts the request, the process shall be in a manner as close as practicable to the Meet and Confer process. If the Association rejects the request, the City may take any actions permitted by law under federal, state, and City law.

ARTICLE 20: SAVING CLAUSE

- 1) If any Article or Section of this Memorandum should be held invalid by operation of law or by final judgment of any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby. Upon issuance of such final decree, the parties, upon request of either of them, shall meet and confer to endeavor to agree on a substitute provision or that such a substitute provision is not indicated.
- 2) It is recognized by the parties that the provisions of the Fair Labor Standards Act are currently applicable to certain wages and premium pay provisions of this MOU and that this MOU shall be administered in compliance with the FLSA for so long as the act is applicable.
- 3) Both parties understand that the benefits provided by this MOU in Articles about Association Rights, Employee Rights, Grievance Procedure, and Articles constituting labor management joint endeavors conducted under this MOU shall not be interpreted as requiring the employer to count as time worked any hours of fractions thereof spent outside the member's work shift in pursuit of such benefit. The employer shall count as time worked any hours or fractions thereof spent within the employee's regular work shift in pursuit of such benefit.

ARTICLE 21: TERM AND EFFECT

- 1) This Memorandum of Understanding shall be effective as of the 1st day of July 2026 and shall remain in full force and effect, including all pay and benefits, until the 30th day of June 2029 or until it is superseded by a new Memorandum of Understanding between the parties, whichever occurs later.
- 2) During the second year of the MOU, upon written notice by either party, the parties agree to reopen the MOU solely for the limited purpose of negotiating adjustments to base rates of pay for implementation in the third year of the MOU. No other articles, provisions, or economic items shall be subject to negotiation during this limited reopener unless mutually agreed in writing by both parties.

- 3) The City shall not be required to meet and confer concerning any other matters, covered or not covered herein, during the terms of this Memorandum of Understanding.
- 4) This Memorandum constitutes the total and entire agreement between the parties, and no verbal statement supersedes any of its provisions.
- 5) This Memorandum shall only be amended in writing, signed by both parties, and approved by the City Council.

IN WITNESS WHEREOF, the parties have set their hand this day of _____, 2026.

CITY OF EL MIRAGE:

EL MIRAGE FIRE FIGHTERS ASSOCIATION:

BY: J. Crystal Dyches, City Manager

BY: Jeff Kinkade, Association VP

APPROVED AS TO FORM:

Justin Pierce, City Attorney

Witness

ATTEST:

Jill Boltz, City Clerk

APPENDIX A: WAGES

Firefighter

Step 1	\$21.37
Step 2	\$22.44
Step 3	\$23.56
Step 4	\$24.74
Step 5	\$25.98
Step 6	\$27.28
Step 7	\$28.64

Fire Engineer

Step 1	\$30.65
Step 2	\$32.18
Step 3	\$33.79

Fire Captain

Step 1	\$36.15
Step 2	\$37.96
Step 3	\$39.86

Notes: MOU Employees regularly assigned to a 40-hour schedule will have the rate multiplied by 1.48.

APPENDIX B: Minimum Uniform Order Checklist

The following lists the minimum uniforms required to have on hand at the department.

Item, Quantity, Cost Each, TOTAL

- Duty T Shirts, 5, \$30.00 each, \$150.00
- Polo Shirts, 2, \$40.00 each, \$80.00
- Zip Up sweatshirt, 1, \$40.00 each, \$40.00
- Pullover sweatshirt, 1, \$36.00 each, \$36.00
- Long Sleeve T-shirt 2 \$32.00 Each \$64.00
- Duty Shorts 1 \$30.00 Each \$30.00
- Long Pants 4 \$60.00 Each \$240.00
- PT Shorts 2 \$15.00 Each \$30.00
- Duty Boots (safety toe ANSI) 1 \$200.00 Each \$200.00
- Ball Cap 1 \$30.00 Each \$30.00
- Class B Shirt 1 \$140.00 Each \$140.00
- Class B pants 1 \$80.00 Each \$80.00
- Name Plate 1 \$14.60 Each \$14.60
- Navy Tie 1 \$8.95 Each \$8.95
- Dress Shoes 1 \$99.95 Each \$99.95
- Leather Belt 1 \$40.00 Each \$40.00
- Waterproof Jacket 1 \$56.90 Each \$56.90
- Cold Weather Jacket 1 \$90.00 Each \$90.00
- Badge Shroud 1 \$1.50 Each \$1.50
- PT Shoes 1 \$100.00 Each \$100.00

Total: \$1531.90+Tax



Human Resources Department
10000 N. El Mirage Road, El Mirage 85335
623-876-2949; Fax 623-876-4604; TDD 623-933-3258
www.elmirageaz.gov

MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

THRU: CITY MANAGER J. CRYSTAL DYCHES

FROM: HUMAN RESOURCES DIRECTOR DAWN KUREK

CC: DEPUTY CITY MANAGER ROBERT NILLES
FIRE CHIEF MICHAEL LONG

SUBJECT: SIGNIFICANT CHANGES TO THE TENTATIVE FIRE MOU

DATE: APRIL 7, 2026

The term of the current Memorandum of Understanding (MOU) between the City of El Mirage (COEM) and the El Mirage Fire Fighters Association (EMFFA) ends on June 30, 2026. Over the past few months, designated representatives of the City and EMFFA met and conferred on wages and other terms and conditions of employment, exchanged information and proposals, and reached a tentative three-year agreement. Management and EMFFA aim to effectively recruit and retain well-qualified employees while fostering and rewarding their performance and professionalism.

Significant changes to the MOU are detailed below and recommended by the City Manager.

- Remove the release time language due to recent legal changes affecting release time provisions, and remove the requirement for representative designations for release time use.
- Apply the same annual cost-of-living adjustment (COLA) to the step pay plan as it applies to the Classification and Compensation structure for non-MOU employees. This COLA will be applied at the same time as the COLA for non-MOU employees. (Article 3: Wages)
- Include the positions covered by the Fire MOU in all citywide compensation studies and implement recommended changes to step pay plans and supplemental pay for Firefighter, Fire Engineer, and Fire Captain positions using the same guidelines applied to non-MOU positions. (Article 3: Wages)

- The step pay plans have been revised to align with the 60th percentile of the market, based on the 2025 compensation study recommendation. (Appendix A: Wages)
- Provide paramedic preceptor pay; employees designated by the Fire Chief as paramedic preceptors will receive an additional \$1.25 per hour to their base hourly rate when assigned to precept an El Mirage Fire Department employee who is in paramedic school. (Article 3: Wages)
- Increase the annual uniform allowance from \$1,200 to \$1,400 annually. (Article 10: Uniform Allowance)
- Expand the working-out-of-class article to provide interim assignment pay to employees assigned to perform the duties and assume the responsibilities of a higher classification for two consecutive seven-day periods. They will be paid at the first step of the higher position's step plan. (Article 12: Working Out of Class)
- Allow vacation leave to accrue beyond the maximum limit of five hundred seventy-six (576) hours during the year, while maintaining the carryover limit of five hundred seventy-six (576) hours to the following year. (Article 13: Paid and Unpaid Leave)
- Modify sick leave conversion upon retirement to sick leave conversion upon retirement eligibility. Employees who terminate employment with the City and are eligible for normal retirement benefits, and have accumulated a minimum number of sick leave hours, will receive 20-60% of their base hourly rate for unused sick leave; eligible accrued sick leave shall be converted into a monetary value and applied to the employee's Post Employment Health Plan (PEHP). (Article 10: Sick Leave Conversion Upon Retirement Eligibility)
- Establish a Leave Donation - Association Business plan. Employees can volunteer to donate their accrued vacation leave to the Association, which the Association leadership can use for Association-related business. (Article 13: Paid and Unpaid Leave)
- Remove the vacation leave payout program from the MOU with the revision of Article 13, expanding the limited use of accrued leave as hours worked.
- Revise the limited use of accrued leave as hours worked language to include paid vacation for overtime calculations when employees are assigned to work additional hours outside of their regular schedule in the same workweek. This only applies after vacation has been approved prior to the current pay period in which the overtime is worked. (Article 13: Paid and Unpaid Leave)
- Add voluntary decision-making language about vaccinations, outlining that members will not be required to undergo vaccinations as a condition of employment, unless mandated by federal or state law. (Article 15: Voluntary Decision Making - Vaccinations)
- Establish a three-year term of agreement, with a provision that during the second year of the MOU, upon written notice, the parties agree to reopen the MOU solely for the

purpose of negotiating adjustments to base rates of pay for implementation in the third year of the MOU. (Article 21: Term and Effect)

The proposed changes demonstrate the City's commitment to fostering positive relationships with the El Mirage Fire Fighters Association and reflect a strategic move to maintain a productive and engaged workforce. We are grateful for the City Council's support in establishing a fair and sustainable Memorandum of Understanding (MOU) between the City and the Fire Association.