

**REGULAR MEETING
AGENDA**

PURSUANT TO A.R.S. § 38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE FLORENCE TOWN COUNCIL AND TO THE GENERAL PUBLIC THAT THE FLORENCE TOWN COUNCIL WILL HOLD A MEETING OPEN TO THE PUBLIC ON MONDAY MAY 4, 2015, AT 6:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

2. ROLL CALL: Rankin __, Walter __, Woolridge __, Hawkins __, Montaña __, Guilin __, Anderson __.

3. MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

6. PUBLIC HEARINGS AND PRESENTATIONS

- a. **Public Hearing on an** application of Hitches Associates Architects, on behalf of Matthew Ritter and James and Janet Mannato for a zone change on approximately .55 acres, located at the northeast corner of 3rd Street and Phoenix Street, from Neighborhood Multi Family Zoning District (R-2) to Highway Business Commercial Zoning District (B-2); and First reading of Ordinance No. 629-15: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A ZONE CHANGE ON .55 ACRES, FROM NEIGHBORHOOD MULTI-FAMILY RESIDENTIAL (R-2) ZONING DISTRICT TO HIGHWAY BUSINESS COMMERCIAL (B-2) ZONING DISTRICT (APN 200-47-0250).
- b. **Presentation on** Central Arizona Regional Transit (CART) Services.
- c. **Proclamation declaring** Florence's pride in those who have enlisted in the military and urge all citizens to continue to support our military service personnel and the families of those who are serving in our armed forces

7. **CONSENT:** All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.
- a. **Approval of accepting** the register of demands ending March 31, 2015, in the amount of \$3,693,094.17.
 - b. **Proclamation naming** April 24, 2015 as Arbor Day in the Town of Florence, Arizona, urging all citizens to celebrate Arbor Day, to support efforts to protect our trees and woodlands, and to plant trees to gladden the heart and promote the well-being of this and future generations.
 - c. **Proclamation naming** the month of May as Foster Month in the Town of Florence, Arizona, and urging all citizens to do something positive that will help change a lifetime for children and youth in foster care.
 - d. **Resolution No. 1507-15:** Approval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR MERRILL RANCH UNIT 53; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.
 - e. **Resolution No. 1508-15:** Approval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 36; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.
 - f. **Resolution No. 1509-15:** Approval of A RESOLUTION OF THE THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE MAP OF DEDICATION FOR CONSTITUTION WAY PHASE 2 AND NATIONAL WAY, REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

- g. **Resolution No. 1510-15:** Approval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE MAP OF DEDICATION FOR SPIRIT LOOP PHASE 4, REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.
- h. **Resolution No. 1511-15:** Approval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE RE-SUBDIVISION OF LOTS 36-42 INCLUSIVE AND TRACT A, ANTHEM AT MERRILL RANCH PHASE 1A, UNIT 15; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.
- i. **Discussion/Approval/Disapproval** of awarding a contract to Blount Contracting, Inc., for the South Wastewater Treatment Plant lagoon closure, in an amount not to exceed \$99,500.00.

8. NEW BUSINESS

- a. **Resolution No. 1516-15:** Discussion/Approval/Disapproval of A RESOLUTION GRANTING APPROVAL TO THE ISSUANCE OF ONE OR MORE SERIES OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FLORENCE, INC. TAX-EXEMPT AND/OR TAXABLE EDUCATION REVENUE BONDS (ACADEMY OF MATH & SCIENCE PROJECTS), SERIES 2015C, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,950,000 TO FINANCE THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF EDUCATIONAL FACILITIES FOR ACADEMY OF MATHEMATICS AND SCIENCE, INC. AND ITS AFFILIATE, MATH AND SCIENCE SUCCESS ACADEMY, INC
- b. **Discussion/Approval/Disapproval** of the Fiscal Year 2015-2016 employee benefit program renewal with Blue Cross/Blue Shield of Arizona for medical; Teladoc for 24/7 physician access benefits; Principal Financial Group for dental and life insurance; Vision Service Plan for vision insurance; EAP Preferred for Employee Assistance Program, AFLAC for supplemental insurance products, and Infinisource to administer our Section 125 flexible benefit account plan; and authorization for the Town Manager to negotiate and enter into all agreements.

- c. **Discussion/Approval/Disapproval** of awarding a contract to Kimbrell Electric for installation of a traffic signal at Fire Station No. 2, in an amount not to exceed \$199,081.62.
- d. **Discussion/Approval/Disapproval** of accepting Councilmember Montaña's resignation from the Town Council.
- e. **Discussion/Approval/Disapproval** of establishing criteria and setting a timeline for filling the vacant Council seat.

9. DEPARTMENT REPORTS

- a. **Manager's Report**
- b. Department Reports
 - i. **Community Development**
 - ii. **Courts**
 - iii. **Finance**
 - iv. **Library**
 - v. **Parks and Recreation**
 - vi. **Police**
 - vii. **Public Works**
 - viii. **Utilities**


10. CALL TO THE PUBLIC

11. CALL TO THE COUNCIL

Council may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the Town's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3).

POSTED ON APRIL 30, 2015, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, 1000 SOUTH WILLOW STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY REGARDING ADMISSION TO PUBLIC MEETINGS. PERSONS WITH A DISABILITY MAY REQUEST REASONABLE ACCOMMODATIONS BY CONTACTING THE TOWN OF FLORENCE ADA COORDINATOR, AT (520) 868-7574 OR (520) 868-7502 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6a.
MEETING DATE: May 4, 2015 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Ordinance No. 629-15: Taco Bell Zone Change (PZ-11-15-ZC)		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Public hearing and first reading only on May 4, 2015.

On May 18, 2015, motion to adopt Ordinance No. 629-15 for the Taco Bell zone change.

REQUEST:

This is a request by Hitchens Associates Architects, on behalf of Matthew Ritter and James and Janet Mannato, for approval of a zone change request to change the zoning on approximately .55 acres, located at the northeast corner of 3rd Street and Phoenix Street, from Neighborhood Multi-Family Zoning District (R-2) to Highway Business Commercial Zoning District (B-2).

BACKGROUND/DISCUSSION:

The Taco Bell Corporation has been interested in locating a restaurant in the Florence area and has investigated numerous sites along the State Route 79 Corridor in the past with no success until recently. Finding a suitable site has been an ongoing challenge until the opportunity to combine three parcels at the northwest corner of 3rd Street and State Route 79 became a viable option. This combination of lots is vital to the proposed Taco Bell restaurant in order to accommodate site improvements, setbacks and Arizona Department of Transportation (ADOT) required right-of-way.

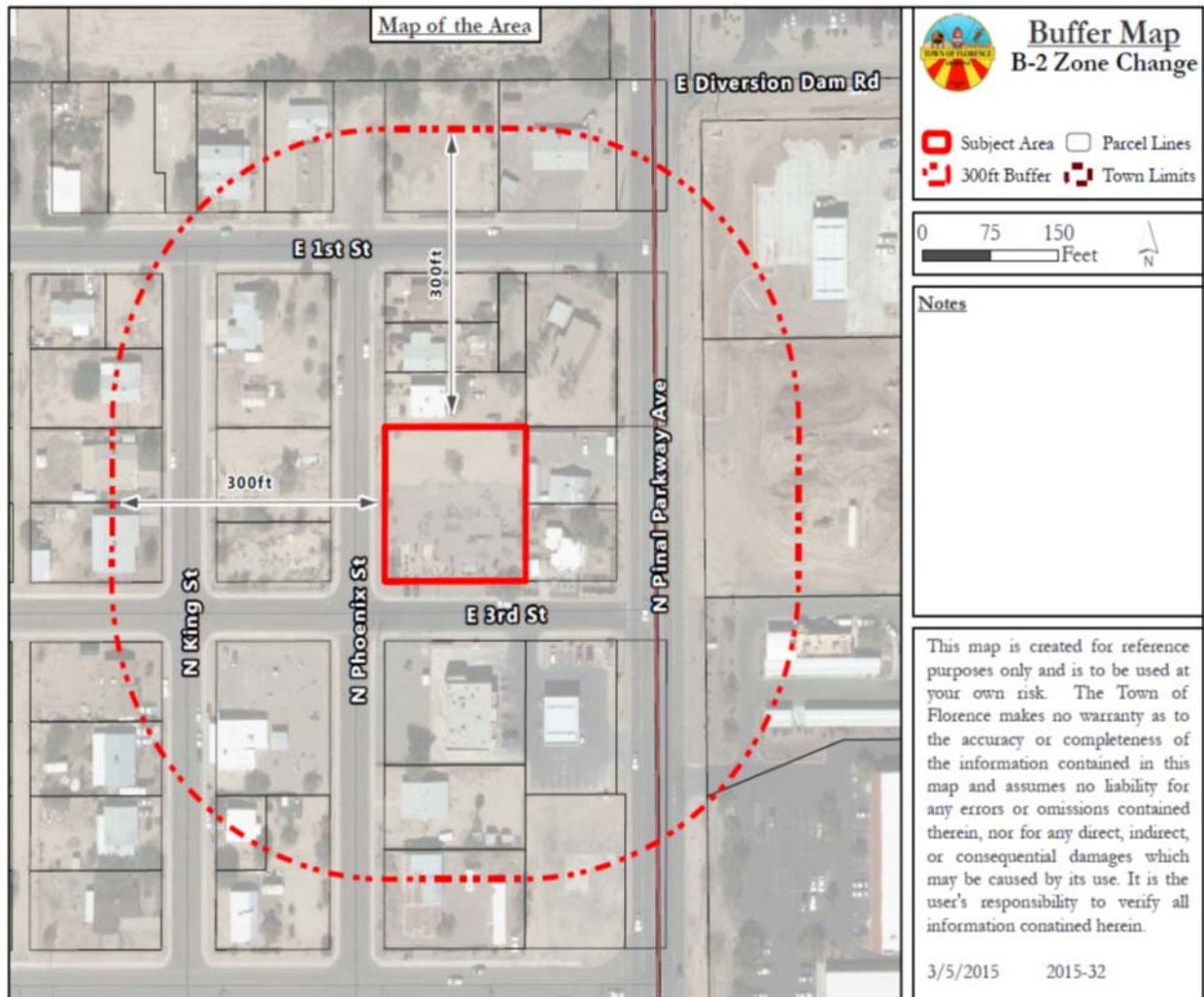
The purpose of this application is to obtain proper zoning on the largest of three parcels of land for the proposed restaurant. The three subject parcels are designated as Highway Mixed Use (HMU) in the Town 2020 General Plan and the HMU designation is primarily intended to assist with the revitalization of older areas and to provide for a mix of highway-oriented retail goods and commercial services for commuters, workers and residents. Typical uses within this HMU include lodging, retail, entertainment,

professional services, restaurants, automotive-related businesses and mid-to-high density residential projects that are part of mixed use developments.

ANALYSIS:

Surrounding Land Uses and Zoning Districts:		
	Zoning Classification	Existing Use
North	Neighborhood Multi-Family Zoning District (R-2)	Residential
East	Highway Business Commercial Zoning District (B-2)	Commercial Retail/Professional Office
South	Neighborhood Multi-Family Zoning District (R-2)	Commercial Retail
West	Single-Family Residential (R1-6)	Residential
On-Site	Neighborhood Multi-Family Zoning District (R-2)	Commercial Retail

Map of the Area



The proposed site consists of three parcels. Two parcels are situated fronting State Route 79 and the third parcel is located behind the highway frontage property. The front two lots are already zoned Highway Business Commercial Zoning District (B-2) and the rear lot zoned Neighborhood Multi-Family Zoning District (R-2).

The subject parcel has no permanent structures on site and the applicant will combine all parcels, if the zone change is approved by the Town Council.

The applicant has attended Technical Review Committee (TRC) meetings with staff and has worked diligently to respond to staff concerns. The Design Review application for Taco Bell Restaurant will be presented to the Planning and Zoning Commission at a later date.

FINDINGS:

Staff offers the following findings for the consideration of the Planning and Zoning Commission and Town Council:

1. The proposed zoning is consistent with the Town of Florence 2020 General Plan, specifically the Highway Mixed Use (HMU) designation.
2. The proposed zoning and development of the site should facilitate ongoing revitalization and redevelopment efforts along the State Route 79 Corridor.

PUBLIC PARTICIPATION:

A notice for the Planning and Zoning Commission public hearing was mailed to all property owners within 300 feet of the site. Property posting for Notice of Public Hearings was posted on site and advertisements in the local Town paper, per Town requirements. Under Arizona Revised Statutes, Title 9, Section-462.04 and Town of Florence Development Code, a public hearing is required for a zone change.

Staff notes that as of this writing, a phone call in opposition was received; however, the caller did not leave their name or number.

HEARINGS:

The Planning and Zoning Commission/Town Council meeting schedule for this application is as follows:

April 2, 2015	Planning and Zoning Public Hearing
May 4, 2015	Town Council Public Hearing and 1 st Reading
May 18, 2015	Town Council and 2 nd Reading/Action

All meetings will be held at Town Hall Council Chambers, 775 North Main Street, Florence, Arizona 85132.

FINANCIAL IMPACT:

Approval of this zone change will allow Taco Bell to proceed with the development of their Florence restaurant, which will have a positive impact on the Town.

RECOMMENDATION:

The Planning and Zoning Commission found that the zone change for Taco Bell (PZ-11-15 ZC) is in compliance with the Town's 2020 General Plan and is in the interest of

general welfare, health and safety of the public. The Planning and Zoning Commission has forwarded a unanimous favorable recommendation on this zone change, as described in Exhibit A-1 and A-2, to the Mayor and Town Council, subject to the following conditions:

1. The development of the subject site, as described in Exhibit A-1 and A-2 attached, shall be in conformance to any applicable Town Codes and Ordinances.
2. Property Owners agree to waive claims for diminution in value pursuant to Proposition 207 [A.R.S. § 12-1134] pursuant to the waivers attached hereto as Exhibit B.
3. Any additional conditions deemed necessary by the Town Council.

ATTACHMENTS:

Ordinance No. 629-15
Exhibits A-1 and A-2
Application Materials

ORDINANCE NO. 629-15

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A ZONE CHANGE ON .55 ACRES, FROM NEIGHBORHOOD MULTI-FAMILY RESIDENTIAL (R-2) ZONING DISTRICT TO HIGHWAY BUSINESS COMMERCIAL (B-2) ZONING DISTRICT (APN 200-47-0250).

WHEREAS, a request to change the existing zoning on the subject property from Neighborhood Multi-Family Residential (R-2) to Highway Business Commercial (B-2) has been proposed and a public hearing has been held by the Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission has found the zone change is in conformance with the 2020 Town's General Plan; and

WHEREAS, the Planning and Zoning Commission has forwarded the Mayor and Council of the Town of Florence a favorable recommendation for the zone change, subject to certain conditions; and

WHEREAS, said proposal has been considered by the Mayor and Council of the Town of Florence and the recommended Zone Change has been found to be appropriate and further found to promote the health, safety and welfare of the residents of the Town and its orderly growth.

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

The Zoning Map of Florence, Arizona, is hereby amended by changing the zoning classification of the parcel of land depicted on Exhibits A-1 and A-2, attached hereto, from Neighborhood Multi-Family Residential (R-2) to Highway Business Commercial (B-2) Zoning District, subject to the following conditions:

1. The development of the subject site, as described in Exhibits A-1 and A-2 attached, shall be in conformance to any applicable Town Codes and Ordinances.
2. Property Owners agree to waive claims for diminution in value pursuant to Proposition 207 [A.R.S. § 12-1134] pursuant to the waivers attached hereto as Exhibit B.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this ___ day of _____, 2015.

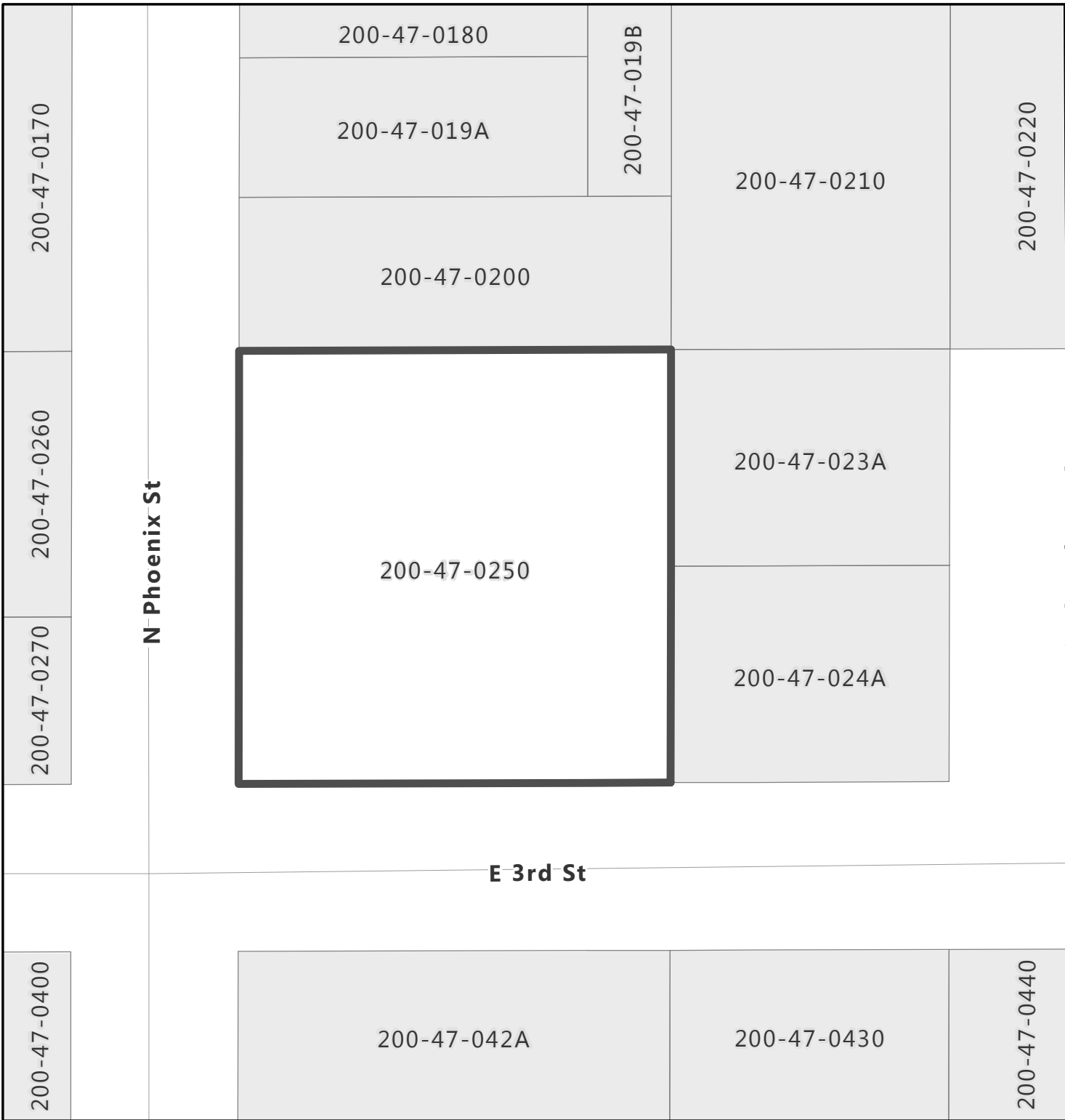
Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney



**Exhibit A-1:
Taco Bell
B-2 Zone Change**

-  Site Location
-  Parcel Lines
-  Town Limits



Legal Description

Refer to Exhibit A-2 for information pertaining to the legal description for each parcel

This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein.

Exhibit A-2: Legal Description of Taco Bell Zone Change

PARCEL 200-47-0250:

ALL OF BLOCK 26, TOWNSITE OF FLORENCE, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA;

TOGETHER WITH THE EAST 30 FEET AND THE NORTH 30 FEET BY 155 FEET ADJACENT.

EXHIBIT B

CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE

The undersigned is/are the owner(s) of the subject land described in Exhibit A hereto that is the subject of a Zone Change Application PZC-11-15-ZC. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Zone Change Application PZC-11-15-ZC ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Zone Change Application PZC-11-15-ZC. Except as expressly set forth in the Zone Change Application PZC-11-15-ZC and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

200-47-023A, 200-47-025
Parcel(s)

6773 W. Olbers Rd. Queen Creek AZ 85742
Physical or Mailing Address

Janet R. Mannato [Signature]
Owner(s) Signature
Janet R. Mannato James E. Mannato
Print or Type Name

STATE OF ARIZONA)
County of Arizona/Pinal) SS

On this 4th day of March, 20 15, before me, the undersigned Notary Public, personally appeared Janet and James Mannato known to me to be the person(s) whose name(s) is/are subscribed to the within instrument.

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

My commission expires Oct 30, 2015
[Signature]
Notary Public

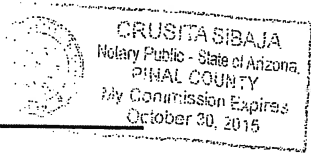


EXHIBIT B

CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE

The undersigned is/are the owner(s) of the subject land described in Exhibit A hereto that is the subject of a Zone Change Application PZC-11-15-ZC. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Zone Change Application PZC-11-15-ZC ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Zone Change Application PZC-11-15-ZC. Except as expressly set forth in the Zone Change Application PZC-11-15-ZC and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

200-47-023A, 200-47-025
Parcel(s)

6773 W. Olberg Rd. Queen Creek AZ 85142
Physical or Mailing Address

Janet R Mannato
Owner(s) Signature

Janet R. Mannato
Print or Type Name

STATE OF ARIZONA)
County of Pinal) ss

On this 4th day of March, 20 15, before me, the undersigned Notary Public, personally appeared Janet and James Mannato known to me to be the person(s) whose name(s) is/are subscribed to the within instrument.

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

My commission expires: Oct 30, 2015
[Signature]
Notary Public

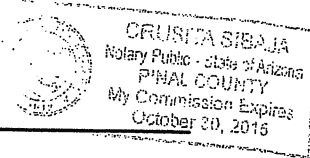


EXHIBIT B

CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE

The undersigned is/are the owner(s) of the subject land described in Exhibit A hereto that is the subject of a Zone Change Application PZC-11-15-ZC. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Zone Change Application PZC-11-15-ZC ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Zone Change Application PZC-11-15-ZC. Except as expressly set forth in the Zone Change Application PZC-11-15-ZC and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

200-47-023A, 200-47-025
Parcel(s)

P.O. Box 2943, Florence AZ 85132
Physical or Mailing Address

[Signature]
Owner(s) Signature

Matthew A. Ritter
Print or Type Name

STATE OF ARIZONA)
County of Pinal) ss

On this 5th day of March, 20 15, before me, the undersigned Notary Public, personally appeared Matthew A. Ritter, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument.

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

My commission expires: April 10, 2015

[Signature]
Notary Public



APPLICATION FOR REZONING

PROJECT NAME: TACO BELL

APPLICATION TYPE: Rezoning PUD PUD Amendment

1. Property Owner: Name: MATTHEW RITTER
Address: 592 N PINAL PARKWAY
FLORENCE AZ 85132
Phone: 520-868-3700 Fax: _____
Email: _____

2. Applicant/Developer: Name: GREGORY L HITCHENS
Address: 2857 N NORFOLK
MESA AZ 85215
Phone: 480-844-8313 Fax: 480-248-7685
Email: greg@hitchhich.com

3. Address or Location of Property: NEC OF 3RD STREET AND
PHOENIX STREET

4. Legal Description of Property: If applicable, include Lot(s), Block(s), and Subdivision Name: ALL OF BLOCK 25 OF "FLORENCE TOWNSITE" TOGETHER
WITH EAST 30 FEET AND THE NORTH 30 FEET BY 155 FEET
ADJACENT

Tax Parcel Numbers: 200-47-025

Gross Acres: 0.55 Net Acres: _____

5. Current Zoning District: R2

6. Proposed Zoning District: B2

Gregory L Hitchens 2-27-15
SIGNATURE OF PROPERTY OWNER or REPRESENTATIVE DATE

FOR STAFF USE ONLY:


CASE NO. <u>P2-15-17</u>	APPLICATION DATE AND TIME <u>Feb. 27, 2015</u>
PZ HEARING DATE <u>April 2, 2015</u>	FEE \$ <u>536.00</u>
1 st TC HEARING DATE <u>May 4, 2015</u>	REVIEWED BY: <u>Gilbert Olgin</u>
2 nd TC HEARING DATE <u>May 18, 2015</u>	
RECOMMENDATION: APPROVAL	DISAPPROVAL

AFFIDAVIT OF SIGN POSTING

Applicant Name: Gregory Hitlens

Project Name/Location: PZC-11-15-ZC NE corner of 3rd St + Phoenix St.

I confirm that the site has been posted as required by Town of Florence Community Development Department. A picture of the sign(s) posted on the subject site has also been submitted.

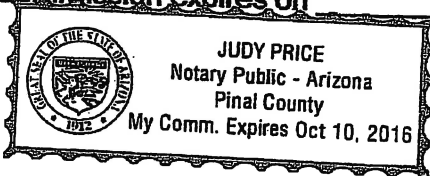

Applicant/Representative Signature

3-16-15
Date

This instrument was acknowledged before me on this 16 day of March, 2015, by Justin Davis. In witness whereof I hereunto set my hand and official seal.


Notary Public

My Commission expires on 10-10-2016



Return completed notarized affidavit and picture to the Community Development Department within twenty-four (24) hours of the posting.

NOTICE OF PUBLIC HEARING FLORENCE TOWN COUNCIL

Notice is hereby given that the Town Council of Florence, Arizona will hold a Public Hearing on Monday, May 4, 2015 at 6:00 PM at Florence Town Hall located at 775 N. Main Street, Florence, Arizona, 85132 to discuss the following application:

PZC-11-15-ZC Public Hearing. A zone change request by Hitchens Associates Architects on behalf of Matthew Ritter and James and Janet Mannato to change the zoning on approximately .55 acres, located at the northeast corner of 3rd Street and Phoenix Street, from Neighborhood Multi-Family Zoning District (R-2) to Highway Business Commercial Zoning District (B-2). (APN 200-47-0250).

Additional information on the above case can be obtained Monday thru Friday from 8 AM to 5 PM at the Town of Florence Community Development Department located at 224 West 20th Street, Florence, Arizona 85132 or please call (520) 868-7542.

Pursuant to Title II of the Americans with Disabilities Act (ADA), the Town of Florence does not discriminate on the basis of disability regarding admission to public meetings. Persons with a disability may request reasonable accommodations by contacting the Town of Florence ADA Coordinator at (520) 868-7574 or (520) 868-7502 TDD. Requests should be made as early as possible to allow time to arrange the accommodation.

No. of publications: One; date of publication: April 16, 2015.

ZONE CHANGE PUBLIC HEARINGS

PZC 11-15 ZC. A zone change request by Hitchens Associates Architects on behalf of Matthew Ritter and James and Janet Mannato to change the zoning on approximately .55 acres, located at the northeast corner of 3rd Street and Phoenix Street, from Neighborhood Multi-Family Zoning District (R2) to Highway Business Commercial Zoning District (B2). (APN 200-47-0250).

Additional information on the above case can be obtained Monday thru Friday from 8 AM to 5 PM at the Town of Florence Community Development Department located at 224 West 20th Street, Florence, Arizona 85132 or please call (520)868-7542.

Public Hearing Dates:

Planning and Zoning Commission
Thursday, April 2, 2015 at 6:00 pm
Florence Town Hall Council Chambers

Town Council

Monday, May 4th, 2015 at 6:00 pm
Florence Town Hall Council Chambers

Applicant:

Gregory Hitchens
480-844-8313

Town Contact


Town of Florence
520-868-7542

Florence Town Hall Council Chambers: 775 N. Main Street, Florence, AZ

Please contact the Town of Florence for more detailed information on this request and to confirm meeting dates, times and locations.

OWNER'S PERMISSION FORM

This sheet must be completed if the applicant for an Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat, is not the owner of the property.

I/we, the Undersigned, do hereby grant permission to: Gregory L. Hitchens 

to act on my/our behalf for the purpose of obtaining one or more of the following: Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat on the following described property:

APN 200-47-023A, APN 200-47-025

Owner(s) Janet R. Mannato
Signature

Janet R. Mannato
Print or Type Name

Address 6773 W. Olberg Rd.
Queen Creek, AZ

Telephone 520-705-7749

STATE OF ARIZONA)
County of Pinal) ss

On this 4th day of March, 20 15, before me, the undersigned Notary Public, personally appeared Janet R. Mannato, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that Janet R. Mannato executed the same.

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


My commission expires:
Oct 30, 2015


Notary Public



OWNER'S PERMISSION FORM

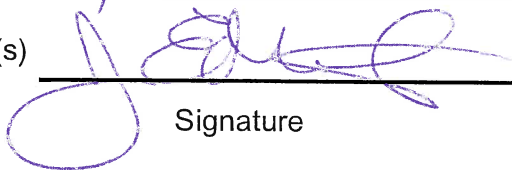
This sheet must be completed if the applicant for an Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat, is not the owner of the property.

I/we, the Undersigned, do hereby grant permission to: Gregory L. Hitzkens 

to act on my/our behalf for the purpose of obtaining one or more of the following: Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat on the following described property:

APN 200-47-023A APN 200-47-025

Owner(s)



Signature

James E. Mannato

Print or Type Name

Address

6773 W. Oibers Rd.
Queen Creek AZ 85742

Telephone

480 987 6115

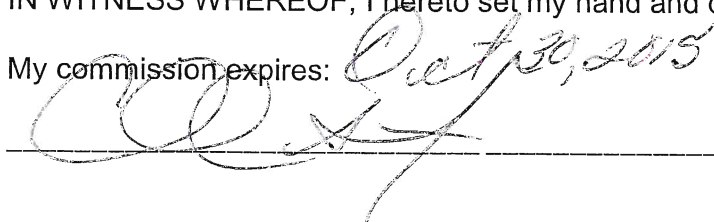
STATE OF ARIZONA)
County of Pinal)

ss

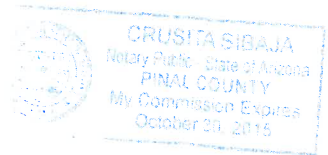
On this 4th day of March, 20 16, before me, the undersigned Notary Public, personally appeared James E. Mannato, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that James E. Mannato executed the same.

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

My commission expires:



Notary Public



OWNER'S PERMISSION FORM

This sheet must be completed if the applicant for an Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat, is not the owner of the property.

I/we, the Undersigned, do hereby grant permission to: GREGORY L HITCHENS

to act on my/our behalf for the purpose of obtaining one or more of the following: Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat on the following described property:

Owner(s)

Signature

Print or Type Name

Address

Telephone

STATE OF ARIZONA)

County of Pinal)

ss

On this 24th day of January, 2015, before me, the undersigned Notary Public, personally appeared Matthew A. Ritter, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that Matthew A. Ritter executed the same.

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

My commission expires:

October 20, 2015

Deborah Kay Alston
Notary Public
DEBORAH KAY ALSTON
Notary Public - Arizona
Pinal County
My Commission Expires
October 20, 2015



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 6b.

MEETING DATE: May 4, 2015

DEPARTMENT: Administration

STAFF PRESENTER: Jess Knudson
Assistant Town Manager

SUBJECT: Central Arizona Regional Transit (CART) Services

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
 - Regulatory
 - 1st Reading
 - 2nd Reading
- Other

RECOMMENDED MOTION/ACTION:

Presentation on Central Arizona Regional Transit (CART) Services.

BACKGROUND/DISCUSSION:

The Town of Florence has partnered with the City of Coolidge, Central Arizona College (CAC) and Pinal County since the CART pilot program began in July 2010. CART provides transit services to Florence and the region by connecting Florence to Casa Grande, with stops in Coolidge and at CAC.

The majority of the riders on the system are college students and commuters going to and from work. CART also provides a valuable service to the disabled community and individuals who have limited access to transportation.

There are five existing transit stops in Florence. Three of the existing stops are underperforming and there is a need to make changes to the stop locations. Town staff and the CART Board are evaluating options that would remove stops at CCA, Dorothy Nolan Senior Center and the now closed hospital on Adamsville Road. Possible replacement stops being considered in the vicinity of the apartments on Stewart Street, at library/aquatic center/town hall, and a location on South Main Street.

FINANCIAL IMPACT:

There is no additional financial impact to the Town of Florence beyond its existing financial obligation of \$23,558 per year to fund CART.

STAFF RECOMMENDATION:

No recommendations.

ATTACHMENTS:

PowerPoint Presentation

Regional Transit Services

Central Arizona Regional Transit

CART



Town of Florence Council Meeting

May 4, 2015

Background

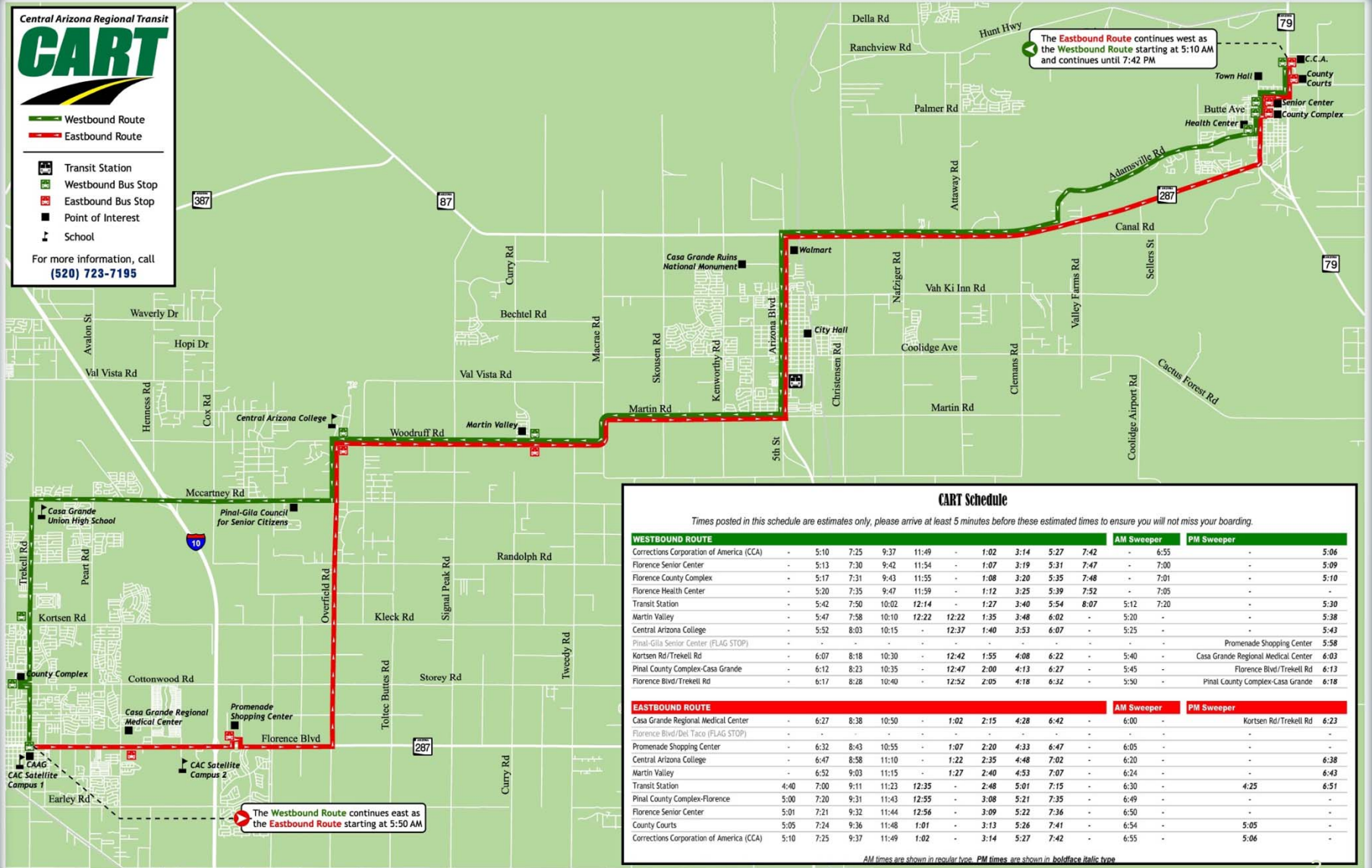
- Established in July, 2010 as a pilot project.
- Regional partnership formed in June, 2011 – IGA executed
 - City of Coolidge
 - Central Arizona College
 - Town of Florence
 - Pinal County
- Annual funding from each of the partners is \$23,558.
- Funding from private partners is solicited and collected.
- City of Coolidge is the operator and the applicant for federal funding.

Route Map

Central Arizona Regional Transit
CART

- Westbound Route
- Eastbound Route
- Transit Station
- Westbound Bus Stop
- Eastbound Bus Stop
- Point of Interest
- School

For more information, call
(520) 723-7195



CART Schedule

Times posted in this schedule are estimates only, please arrive at least 5 minutes before these estimated times to ensure you will not miss your boarding.

WESTBOUND ROUTE	AM Sweeper	PM Sweeper
Corrections Corporation of America (CCA)	5:10 7:25 9:37 11:49 - 1:02 3:14 5:27 7:42	6:55 - 5:06
Florence Senior Center	5:13 7:30 9:42 11:54 - 1:07 3:19 5:31 7:47	- 7:00 - 5:09
Florence County Complex	5:17 7:31 9:43 11:55 - 1:08 3:20 5:35 7:48	- 7:01 - 5:10
Florence Health Center	5:20 7:35 9:47 11:59 - 1:12 3:25 5:39 7:52	- 7:05 - -
Transit Station	5:42 7:50 10:02 12:14 - 1:27 3:40 5:54 8:07	5:12 7:20 - 5:30
Martin Valley	5:47 7:58 10:10 12:22 12:22 1:35 3:48 6:02 -	5:20 - - 5:38
Central Arizona College	5:52 8:03 10:15 - 12:37 1:40 3:53 6:07 -	5:25 - - 5:43
Pinal-Gila Senior Center (FLAG STOP)	- - - - - - - - - -	- - - - - Promenade Shopping Center 5:58
Kortsens Rd/Trekehl Rd	6:07 8:18 10:30 - 12:42 1:55 4:08 6:22 -	5:40 - Casa Grande Regional Medical Center 6:03
Pinal County Complex-Casa Grande	6:12 8:23 10:35 - 12:47 2:00 4:13 6:27 -	5:45 - Florence Blvd/Trekehl Rd 6:13
Florence Blvd/Trekehl Rd	6:17 8:28 10:40 - 12:52 2:05 4:18 6:32 -	5:50 - Pinal County Complex-Casa Grande 6:18
EASTBOUND ROUTE	AM Sweeper	PM Sweeper
Casa Grande Regional Medical Center	6:27 8:38 10:50 - 1:02 2:15 4:28 6:42 -	6:00 - Kortsens Rd/Trekehl Rd 6:23
Florence Blvd/Del Taco (FLAG STOP)	- - - - - - - - - -	- - - - - -
Promenade Shopping Center	6:32 8:43 10:55 - 1:07 2:20 4:33 6:47 -	6:05 - - -
Central Arizona College	6:47 8:58 11:10 - 1:22 2:35 4:48 7:02 -	6:20 - - 6:38
Martin Valley	6:52 9:03 11:15 - 1:27 2:40 4:53 7:07 -	6:24 - - 6:43
Transit Station	4:40 7:00 9:11 11:23 12:35 - 2:48 5:01 7:15 -	6:30 - - 4:25 6:51
Pinal County Complex-Florence	5:00 7:20 9:31 11:43 12:55 - 3:08 5:21 7:35 -	6:49 - - -
Florence Senior Center	5:01 7:21 9:32 11:44 12:56 - 3:09 5:22 7:36 -	6:50 - - -
County Courts	5:05 7:24 9:36 11:48 1:01 - 3:13 5:26 7:41 -	6:54 - - 5:05
Corrections Corporation of America (CCA)	5:10 7:25 9:37 11:49 1:02 - 3:14 5:27 7:42 -	6:55 - - 5:06

AM times are shown in regular type. PM times are shown in boldface italic type.

CART Services

- Stops in Florence, Coolidge, CAC, and Casa Grande.
 - Little more than a two hour round-trip from Florence to Casa Grande.
- Buses run Monday through Friday from 5:00am to 8:00pm.
- One-way fares are \$1.00 for kids and \$2.00 for adults.
 - Monthly passes available at a price break.
- Majority of riders of CART are students and commuters.
 - Also provides a valuable service to disabled community and individuals without another means of transportation.

[CART Video](#)

Existing Activities

- Creation of a 5-Year Transit Plan.
 - Now working with ADOT to solicit consultant.
- Funding requests.
 - Bus stop shelters.
- Update stops along the route.
 - Florence
 - Casa Grande

CART Stop Data

January 1 to March 31, 2015

	January		February		March		TOTAL
	On	Off	On	Off	On	Off	
Coolidge Transit Terminal	660	667	774	781	816	712	4,410
Florence County Complex	199	222	220	257	202	250	1,350
Dorothy Nolan Senior Center	40	14	51	25	50	16	196
Pinal County Courthouse	229	201	229	204	246	248	1,357
CCA	15	15	7	2	1	11	51
Adamsville Hospital	42	10	57	6	77	5	197
Martin Valley	12	15	11	9	15	18	80
CAC	237	287	347	413	311	307	1,902
Kortsen/Treckell	28	38	67	42	33	41	249
CG County Complex	153	126	147	159	174	160	919
Florence/Treckell	145	174	157	204	139	174	993
CG Hospital	227	193	265	220	258	203	1,366
Promenade Shopping Center	148	131	138	118	141	148	824

Florence Stops

New Stops in Florence

Option 1



Town Facilities

Town of Florence

Town Facilities

Town of Florence

New Stops in Florence

Option 2



Town Facilities

Town of Florence

CART Goals

- CART strategy is to grow the service slowly and carefully to ensure sustainability.
 - Analyze the demand for services in STV and other surrounding areas.
- Provide convenient and feasible transportation services to the region.
 - Minimize route times.
 - Provide consistent and reliable service.
- Long-term goal of CART is to become a regional link for communities who host a intercity passenger transit service.
 - One stop in each community.

Questions?

RidetheCart.com



(520) 723-7195

Proclamation

Supporting Florence Youth Enlisting in the Armed Forces

WHEREAS, men and women join the military, in part because of the benefits the military offers, but more importantly, they join the military and put their lives on the line so the rest of us might live in a safer, freer, more just world; and

WHEREAS, William Caldwell, John Clark, Harmony English, Kameron Hall, Valentin Madrigal, and Emilio Salazar have demonstrated their courage and commitment to freedom by enlisting in the Army. Each will take an oath to support and defend the Constitution of the United States against all enemies, foreign and domestic; and is ready to stand and defend our great country with honor, courage and commitment so that we may all enjoy the freedom afforded to each of us; and

WHEREAS, our military personnel defend us in times of peace, times of war, and times of crisis, both natural and man-made and render the highest service any American can offer; and is a guardian of freedom and the American way of life; and

WHEREAS, we are profoundly grateful for this sacrifice that they have chosen to offer each of us and because of his heroism, we are able to sleep soundly at night knowing that they are valiantly guarding our freedom; and

WHEREAS, we must also remain committed to support our men and women who have grown up in our community and are part of our communal family in order to ensure that they have what they need in order to complete their missions wherever they may be. We must also commit to support the families they leave behind, and to support them when they return home.

NOW THEREFORE, I, Tom J. Rankin, by virtue of the authority vested in me as Mayor of the Town of Florence, Arizona, do hereby proclaim Florences' pride in those who have enlisted and urge all citizens to continue to support our military service personnel and the families of those who are serving in our armed forces.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

**Town of Florence
Summary of Warrants Paid
As of March 2015**

Source	Amount
Accounts Payable-Warrant Register	2,778,802.80
ACH/Wire Transfers	
sales tax payments - ADOR	18,432.09
child support/assignment PR levys	7,455.96
credit/debit/analysis/bank fees	3,594.06
FSA Collateral & Disbursements	3,098.31
AFLAC payments	9,334.04
health insurance payments - Blue Cross	163,555.52
deferred comp payments	4,179.00
Total Transfers	209,648.98
Electronic Retirement Transfers	
ppd 1 - ASRS	46,944.34
ppd 2 - ASRS	47,207.05
ppd 1 - Securian (Firefighter Pension)	242.12
ppd 2 - Securian (Firefighter Pension)	229.47
Total Retirement Transfers	94,622.98
Payroll Transfers	
ppd 1	216,282.88
ppd 2	230,400.39
Total Payroll Transfers	446,683.27
Credit Union Transfers	
ppd 1	4,160.62
ppd 2	4,170.62
Total Credit Union Transfers	8,331.24
Electronic State Tax Transfers	
ppd 1	8,729.79
ppd 2	8,019.94
Total State Tax Deposits	16,749.73
Electronic Federal Tax Transfers	
ppd 1	71,075.86
ppd 2	67,179.31
Total Federal Tax Deposits	138,255.17
General Checking Account	\$3,693,094.17
Total Warrants	\$3,693,094.17

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
Accounts Payable							
10201500	98113	3/12/2015	WEX BANK	39976859	2/28/2015	FUEL EXPENSE	13,439.92
10202000	98051	3/11/2015	ARIZONA STATE TREASURER	15-Feb	3/1/2015	STATE JCEF Court Fees	572.00
10202500	98051	3/11/2015	ARIZONA STATE TREASURER	15-Feb	3/1/2015	ZFAR 1 Court Fees	2,691.16
10202501	98051	3/11/2015	ARIZONA STATE TREASURER	15-Feb	3/1/2015	ZFAR 2 Court Fees	700.00
10203000	98089	3/11/2015	PINAL COUNTY TREASURER	Feb-15	3/1/2015	Justice Court Fee	53.82
10204000	98051	3/11/2015	ARIZONA STATE TREASURER	15-Feb	3/1/2015	STATE SURCHARGES	11,038.24
10206000	98241	3/19/2015	TEMPORARY VENDOR	TR20090407 GOV.	3/16/2015	BOND REFUND	850.00
10209000	98051	3/11/2015	ARIZONA STATE TREASURER	15-Feb	3/1/2015	Victims Rights Enforcement Fees	14.10
10210300	98185	3/17/2015	PRINCIPAL LIFE COMPANY	1044683--1001 31	2/15/2015	INSURANCE PREMIUM	4,064.01
10225000	98149	3/17/2015	AZ PUBLIC SAFETY RETIREMENT	PPE 30615PD	3/13/2015	RETIREMENT CONTRIBUTIONS POLICE	16,005.10
10225000	98327	3/31/2015	AZ PUBLIC SAFETY RETIREMENT	PPE 032015PD	3/27/2015	RETIREMENT CONTRIBUTIONS POLICE	16,798.05
10225050	98356	3/31/2015	AZ PUBLIC SAFETY RETIREMENT	BRUCE 20215 EE	3/30/2015	RETIREMENT CONTRIBUTIONS POLICE	6,258.99
10225100	98149	3/17/2015	AZ PUBLIC SAFETY RETIREMENT	PPE 30615/FIRE	3/13/2015	RETIREMENT CONTRIBUTIONS FIRE	12,712.89
10225100	98327	3/31/2015	AZ PUBLIC SAFETY RETIREMENT	PPE 032015FIRE	3/27/2015	RETIREMENT CONTRIBUTIONS FIRE	16,532.18
10226200	98185	3/17/2015	PRINCIPAL LIFE COMPANY	1044683--1001 31	2/15/2015	Dental premiums	8,671.41
10226300	98204	3/17/2015	VISION SERVICE PLAN	253996 215	2/19/2015	VISION INSURANCE	2,161.02
10232000	98148	3/17/2015	AZ DEPT OF REVENUE COLL SVC	PPE 03/1615	3/13/2015	LEVY	94.19
10232000	98172	3/17/2015	Internal Revenue Service	PPE 0306/15	3/13/2015	Levy	509.99
10232000	98201	3/17/2015	United States Treasury	PPE 300615	3/13/2015	Levy	75.00
10232000	98337	3/31/2015	Internal Revenue Service	PPE 0320/15	3/27/2015	Levy	534.82
10232000	98353	3/31/2015	United States Treasury	PPE 0320/15	3/27/2015	Levy	75.00
10240000	98180	3/17/2015	Nationwide Retirement	PPE 03/06/15	3/13/2015	Nationwide - deferred comp	6,080.73
10240000	98341	3/31/2015	Nationwide Retirement	PPE 0320/15	3/27/2015	Nationwide - deferred comp	6,582.16
10241000	98202	3/17/2015	UNITED WAY OF PINAL COUNTY	PPE 031615	3/13/2015	EMPLOYEES CONTRIBUTIONS	7.00
10241000	98354	3/31/2015	UNITED WAY OF PINAL COUNTY	PPE 0320/15	3/27/2015	EMPLOYEES CONTRIBUTIONS	2.00
10243000	98181	3/17/2015	NEW YORK LIFE INSURANCE	6929080 315	3/16/2015	INSURANCE PREMIMUM	416.29
10250038	98051	3/11/2015	ARIZONA STATE TREASURER	15-Feb	3/1/2015	STATE FINES - Court Fees	402.77
General Fund Revenue							
10339602	98157	3/17/2015	TEMPORARY VENDOR	WITHDRAW	3/13/2015	Participants withdrawn due to schedule conflict	240.00
10339606	98138	3/13/2015	TEMPORARY VENDOR	DAILY PASS	3/9/2015	Refund pass inadvertently charged	18.00
10339606	98223	3/19/2015	TEMPORARY VENDOR	DE REF 31415	3/17/2015	Activity was cancelled-not enough sign ups	5.00
10339606	98240	3/19/2015	TEMPORARY VENDOR	KG REF 31415	3/17/2015	Activity was cancelled-not enough sign ups	5.00
10339606	98240	3/19/2015	TEMPORARY VENDOR	KG REF 31415	3/17/2015	Activity was cancelled-not enough sign ups	5.00
10339606	98256	3/19/2015	TEMPORARY VENDOR	TS TRIPCANCEL	3/17/2015	Activity was cancelled-not enough sign ups	5.00
10339606	98274	3/23/2015	TEMPORARY VENDOR	REF/CANCEL ACT	3/17/2015	Activity was cancelled-not enough sign ups	5.00
10339606	98340	3/31/2015	TEMPORARY VENDOR	REF/FAC MT	3/25/2015	Refund facility use customer moving to Pinetop	12.00
10348777	98149	3/17/2015	AZ PUBLIC SAFETY RETIREMENT	PPE 30615	3/13/2015	Fire INSURANCE PREMIUM TAX	(1,033.62)

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
10348777	98327	3/31/2015	AZ PUBLIC SAFETY RETIREMENT	PPE 032015	3/27/2015	Fire INSURANCE PREMIUM TAX	(1,033.62)
10359472	98151	3/17/2015	TEMPORARY VENDOR	REF/ALOHA	3/10/2015	Refund for Aloha Festival trip St. Patty's	10.00
10359472	98152	3/17/2015	TEMPORARY VENDOR	REF/ALOHA	3/10/2015	Refund for Aloha Festival trip St. Patty's	10.00
10359472	98174	3/17/2015	TEMPORARY VENDOR	REF/ALOHA	3/10/2015	Refund for Aloha Festival trip St. Patty's	10.00
10359472	98178	3/17/2015	TEMPORARY VENDOR	REF/ALOHA	3/10/2015	Refund for Aloha Festival trip St. Patty's	10.00
10359472	98182	3/17/2015	TEMPORARY VENDOR	REF/ALOHA	3/10/2015	Refund for Aloha Festival trip St. Patty's	10.00
10359472	98186	3/17/2015	TEMPORARY VENDOR	REF/ALOHA	3/10/2015	Refund for Aloha Festival trip St. Patty's	10.00
10359472	98188	3/17/2015	TEMPORARY VENDOR	REF/ALOHA	3/10/2015	Refund for Aloha Festival trip St. Patty's	10.00
10359472	98189	3/17/2015	TEMPORARY VENDOR	REF/ALOHA	3/10/2015	Refund for Aloha Festival trip St. Patty's	10.00
10359605	98151	3/17/2015	TEMPORARY VENDOR	REF FEST/ALOHA	3/10/2015	Refund for Aloha Festival trip St. Patty's	8.00
10359605	98344	3/31/2015	TEMPORARY VENDOR	Refund	3/30/2015	Refund for Kartchner Caverns for 2	60.00
Town Council							
10501201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	Cell phones	261.01
10501205	98217	3/19/2015	CASA GRANDE NEWSPAPERS	PN BIDS PURCH	3/5/2015	Public Notice Publication	120.62
10501402	98184	3/17/2015	PETTY CASH - FINANCE	15-Mar	3/16/2015	Food for Council meeting	32.34
10501408	98068	3/11/2015	CHAMBER OF COMMERCE	1361	3/1/2015	2015 Winter Casino Night-24 tickets	528.00
Town Administration							
10502201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	Cell phones	180.38
10502217	98134	3/13/2015	MARIO E. DIAZ & ASSOCIATES	FEB 2015 01	2/1/2015	Lobbying Services for February	2,500.00
10502217	98190	3/17/2015	SHRED-IT USA - PHOENIX	9405074526	2/26/2015	Shredding - Admin	22.67
10502217	98317	3/25/2015	DICKINSON WRIGHT PLLC	966140	12/5/2014	Legal services - Johnson Utilities Nov. 2014	425.00
10502301	958518	3/16/2015	Vistaprint Netherlands B.V.	02282015 STMT	2/5/2015	Administration business cards	24.98
10502301	98136	3/13/2015	OFFICE DEPOT INC	755742251-001	2/16/2015	Office supplies	4.43
10502301	98136	3/13/2015	OFFICE DEPOT INC	756288610-001	2/18/2015	Office supplies	32.37
10502301	98136	3/13/2015	OFFICE DEPOT INC	756414725-001	2/19/2015	Office supplies	98.74
10502301	98322	3/25/2015	OFFICE DEPOT INC	760805479-001	3/17/2015	Toner for Printer	444.01
10502308	958518	3/16/2015	PINAL CO HISTORICAL SOCIETY	02282015 STMT	2/11/2015	Pinal County Historical - Book on Florence	21.99
10502401	98125	3/13/2015	CASA GRANDE NEWSPAPERS	109225/2015	2/6/2015	Renewal of newspaper (annual)	29.00
10502401	98135	3/13/2015	MEMBERSHIP COSTCO	11179884289	2/1/2015	Membership dues	118.58
10502401	98315	3/25/2015	CNA Surety Direct Bill	61035788N	3/6/2015	Renewal of Bond	50.00
10502402	958518	3/16/2015	A & M PIZZA	02282015 STMT	2/3/2015	Purchase A And M Pizza for budget meeting	44.26
10502402	958518	3/16/2015	Hotel St. Michael	02282015 STMT	2/20/2015	Administration winter conference stay	89.18
10502402	958518	3/16/2015	MOUNT ATHOS RESTAURANT	02282015 STMT	2/24/2015	Food for budget meeting	43.44
10502402	958518	3/16/2015	OLD PUEBLO RESTAURANT	02282015 STMT	2/10/2015	Lunch meeting with Council member	19.82
10502408	958518	3/16/2015	HOME DEPOT CREDIT SERVICES	02282015 STMT	2/25/2015	Tint for Town Manager window in office	37.45
Municipal Court							
10503201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	Cell phones	17.93

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
10503301	98087	3/11/2015	OFFICE DEPOT INC	757612005-001	2/26/2015	Office supplies	31.83
10503301	98087	3/11/2015	OFFICE DEPOT INC	757612095-001	2/26/2015	Office supplies	51.79
10503314	98288	3/23/2015	PINAL CO SHERIFF'S OFFICE	Feb-15	3/9/2015	INMATE HOUSING	5,404.89
Legal							
10504217	98137	3/13/2015	RICHARD V. HUSK	Mar-15	3/1/2015	Professional Services	2,500.00
10504217	98317	3/25/2015	DICKINSON WRIGHT PLLC	980565	2/13/2015	Town Attorney Services - Jan. - Feb. 2015	27,000.00
10504301	98183	3/17/2015	OFFICE DEPOT INC	757282456-001	2/24/2015	Office supplies	32.28
10504401	98339	3/31/2015	LEXIS NEXIS	1502483297	2/28/2015	Legal research Feb 2015	203.00
10504408	98184	3/17/2015	PETTY CASH	15-Mar	3/16/2015	Cake	25.74
Finance							
10505201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	Cell phones	63.46
10505204	98145	3/17/2015	Advanced Infosystems	12133	3/9/2015	Data processing of utility bills	1,040.33
10505217	958518	3/16/2015	GOVERNMENT FINANCE	02282015 STMT	2/6/2015	GFOA Certificate of Achievement program	435.00
10505217	98190	3/17/2015	SHRED-IT USA - PHOENIX	9405074526	2/26/2015	Shredding - Finance	22.66
10505227	98113	3/12/2015	WEX BANK	39976859	2/28/2015	Bank Fees	524.41
10505301	958518	3/16/2015	Florenc True Value Hardware	02282015 STMT	2/26/2015	Batteries/Glue for new Safe	10.63
10505301	958518	3/16/2015	OFFICE DEPOT INC	02282015 STMT	2/1/2015	Credit Voucher Office Depot cancelled 1099 order	(58.45)
10505301	958518	3/16/2015	OFFICE DEPOT INC	02282015 STMT	2/1/2015	Envelopes for Payroll and Color Paper for C/R forms	152.37
10505301	958518	3/16/2015	OFFICE DEPOT INC	02282015 STMT	2/1/2015	Order Additional 1099 Misc. forms	58.45
10505301	958518	3/16/2015	OFFICE DEPOT INC	02282015 STMT	2/1/2015	Purchase letter openers and legal ruled tablets	21.43
10505301	958518	3/16/2015	OFFICE DEPOT INC	02282015 STMT	2/1/2015	Purchase of Fire Proof Safe for Finance	1,462.04
10505408	98123	3/13/2015	Capital One Commercial	75308	2/28/2015	Coffee, creamer & kitchen supplies	146.87
Human Resources							
10508201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	Cell phones	20.26
10508205	98156	3/17/2015	CASA GRANDE NEWSPAPERS	185396	2/22/2015	Classified Ad	16.59
10508217	98198	3/17/2015	Tri-City Express Care, PLLC	180546	1/12/2015	Post offer drug test	25.00
10508217	98267	3/23/2015	Benefit Intelligence, Inc.	21	3/10/2015	Monthly Consult A Doc Services	626.25
10508217	98336	3/31/2015	INFINISOURCE, INC.	611970	3/9/2015	Administrative Fee	282.15
10508217	98336	3/31/2015	INFINISOURCE, INC.	613557	3/9/2015	Administrative Fee	1.50
10508301	98322	3/25/2015	OFFICE DEPOT INC	754935427-002	3/11/2015	Office Supplies	2.33
10508314	98289	3/23/2015	PINAL CO. FED CREDIT UNION	APRIL 01 15	3/20/2015	Visa Gift Card	105.00
10508401	98297	3/23/2015	SCOTT BARBER	IPMA HR AZ REF	3/16/2015	Mileage Reimbursement	57.80
10508402	98297	3/23/2015	SCOTT BARBER	IPMA HR AZ REF	3/16/2015	IPMA-HR Meeting Reimbursement	20.00
Community Development							
10510201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	Cell phones	92.86
10510202	98229	3/19/2015	FedEx	2-958-27261	3/5/2015	Paperwork to Dickinson Wright law firm	5.77

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
10510203	98136	3/13/2015	OFFICE DEPOT INC	756202714-001	2/20/2015	Custom stamps	82.05
10510203	98136	3/13/2015	OFFICE DEPOT INC	757635839-001	2/25/2015	Credit	(82.05)
10510203	98136	3/13/2015	OFFICE DEPOT INC	757636519-001	2/28/2015	Custom stamps	82.05
10510205	98195	3/17/2015	The Sign Shop	497	12/11/2014	PUBLIC HEARING SIGN PZC-37-14-Z-C quantity 4	482.95
10510217	98355	3/31/2015	WILLDAN	002-15310	3/18/2015	Florence Hospital plan review/remodel psych ward	460.00
10510401	98047	3/11/2015	AM PLANNING ASSOCIATION	187771-150104	2/27/2015	APA MEMBERSHIP - GILBERT OLGIN	361.00
10510401	98246	3/19/2015	NOTARY BOND AGENCY	TW NOTARY	3/18/2015	Notary - Tracie Wilgus	58.00
10510401	98247	3/19/2015	Notary Public Stamps	MH NOTARY	3/18/2015	Notary-Meghan Hunt	31.90
10510402	958518	3/16/2015	AM. PLANNING ASSOCIATION	02282015 STMT	2/5/2015	Nat'l APA 2015 Conference Registration Mark E.	790.00
10510402	98184	3/17/2015	PETTY CASH - FINANCE	15-Mar	3/16/2015	AZ Workshop	12.00
10510402	98193	3/17/2015	Sun City Anthem-Merril Ranch	186	1/10/2015	PZ meeting room reservation	250.00
10510403	98115	3/13/2015	Arizona Building Officials	2015 JP	3/11/2015	Spring Institute registration-Jason Penrod	400.00
10510403	98115	3/13/2015	Arizona Building Officials	2015 TW	3/5/2015	Spring Institute registration-Tracie Wilgus	300.00
Police							
10511201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	Cell phones	346.01
10511201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	DATA CARDS	1,131.11
10511203	98054	3/11/2015	BC GRAPHICS	98318	2/11/2015	Business Cards	97.29
10511215	98153	3/17/2015	BIA	15-Mar	3/2/2015	104233-electric	139.87
10511215	98211	3/19/2015	ARIZONA PUBLIC SERVICE	15-Mar	3/9/2015	ELECTRIC	1,443.47
10511217	98190	3/17/2015	SHRED-IT USA - PHOENIX	9405074526	2/26/2015	Shred Purged Documents - Police	112.50
10511217	98190	3/17/2015	SHRED-IT USA - PHOENIX	9405074526	2/26/2015	Shredding - Police	22.67
10511301	98136	3/13/2015	OFFICE DEPOT INC	748511266-002	1/23/2015	Office Supplies	30.28
10511301	98136	3/13/2015	OFFICE DEPOT INC	754022179-001	2/5/2015	Office Supplies	361.73
10511301	98136	3/13/2015	OFFICE DEPOT INC	754890168-001	2/10/2015	Office Supplies	32.44
10511301	98136	3/13/2015	OFFICE DEPOT INC	754890239-001	2/10/2015	Office Supplies	64.76
10511301	98136	3/13/2015	OFFICE DEPOT INC	7564022479-001	2/5/2015	Office Supplies	55.96
10511401	98073	3/11/2015	International Asscoiation Law	DUES 3X105EA	3/4/2015	Membership fees for Police Chief/Deanna/Lt.	315.00
10511401	98074	3/11/2015	INT'L ASSOC OF CHIEF OF POLICE	1001139383	1/14/2015	2015 IACP membership Chief Hughes	150.00
10511401	98084	3/11/2015	Nat Association of Town Watch	AZ122	2/4/2015	Membership Renewal Lt. Tryon	35.00
10511402	98065	3/11/2015	DANIEL HUGHES	REIM 21915	3/4/2015	Reimbursement for Business Lunch	59.18
10511403	98332	3/31/2015	DEANNA M. AGUILERA	MEETING-31115	3/26/2015	Reimbursement for items for training meeting	13.77
10512207	98106	3/11/2015	UNITED EXTERMINATING	173548	2/2/2015	Exterminating Fees	35.00
10512207	98352	3/31/2015	UNITED EXTERMINATING	173441	3/2/2015	Exterminating Fees	35.00
10512210	98058	3/11/2015	Canyon State Wireless	1242370	2/4/2015	System 3/VC surface mount speaker	670.39
10512210	98058	3/11/2015	Canyon State Wireless	1250009	2/13/2015	Radio Repair Console	807.50
10512210	98058	3/11/2015	Canyon State Wireless	2113010	2/20/2015	External Speaker replacement	99.09
10512212	98255	3/19/2015	SOUTHWEST GAS CORP	15-Mar	3/12/2015	Police Evidence Natural Gas	129.07
10512215	98211	3/19/2015	ARIZONA PUBLIC SERVICE	15-Mar	3/9/2015	ELECTRIC	2,817.16

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
10512217	98131	3/13/2015	HERBERT F. FITZPATRICK	3765	2/14/2015	Data drop lines and data wire runs	150.00
10512217	98334	3/31/2015	HERBERT F. FITZPATRICK	3723	2/5/2015	Data Drop Line	75.00
10512301	98349	3/31/2015	The Office Center Inc.	0105483-001	2/19/2015	Cartridge Tape	178.90
10512401	98141	3/13/2015	SECRETARY OF STATE	JMARTIN 3/15	3/4/2015	Notary public for Joyce Martin	43.00
10512403	98049	3/11/2015	APCO INTERNATIONAL, INC.	19291	3/6/2015	10 student manuals for training	845.30
10512403	98323	3/25/2015	Public Safety Consultants	17162	2/6/2015	Registration: Active Shooter/Domestic Violence	1,014.00
10514119	98356	3/31/2015	AZ PUBLIC SAFETY RETIREMENT	BRUCE 2015 ER	3/30/2015	Public Safety Retirement	8,992.57
10514302	98082	3/11/2015	MED-TEC Resource, Inc.	39443	2/2/2015	Spit Hood/Tourniquets	261.42
10514302	98090	3/11/2015	Proforce Law Enforcement	227626	1/29/2015	(4) TSR TACT power mags	231.84
10514302	98098	3/11/2015	SPILLMAN TECHNOLOGIES, INC	29775	2/24/2015	25 Passkey Devices for Tablets	699.00
10514302	98104	3/11/2015	TriTech Forensics	115168	2/10/2015	Evidence Bags, Security Bags	244.00
10514302	98112	3/11/2015	WILLIAM TATLOCK	REIM 20615	3/4/2015	Items for Command Post-Hells Angels Run	45.51
10514302	98333	3/31/2015	DECATUR ELECTRONICS, INC.	IN00011815	2/25/2015	Battery 12v	75.90
10514302	98343	3/31/2015	Proforce Law Enforcement	226222	1/13/2015	Taser data port cables	185.16
10514302	98343	3/31/2015	Proforce Law Enforcement	229309	2/17/2015	Taser data port cables	170.11
10514302	98347	3/31/2015	RV STRIPES & GRAPHICS, INC.	19528	3/5/2015	Small sticker badges	43.82
10514302	98349	3/31/2015	The Office Center Inc.	0104581-002	2/19/2015	Sign Aluminum Banner/Return Left Desk	514.50
10514302	98349	3/31/2015	The Office Center Inc.	0105855-001	3/10/2015	Office Supplies	31.37
10514302	98351	3/31/2015	TriTech Forensics	115487	2/19/2015	Water Tight Evidence Bags	22.00
10514304	98095	3/11/2015	Skaggs Companies, Inc.	2419754RI	1/14/2015	Uniform shirts/pants	112.35
10514304	98095	3/11/2015	Skaggs Companies, Inc.	2419756RI	1/14/2015	Uniform shirts/pants	54.01
10514304	98095	3/11/2015	Skaggs Companies, Inc.	2431187RI	2/5/2015	Uniform shirts/pants	76.81
10514304	98348	3/31/2015	Skaggs Companies, Inc.	2411028RI	12/29/2014	Uniform-Sgt. Klix	37.81
10514304	98348	3/31/2015	Skaggs Companies, Inc.	2444750RI	3/4/2015	Uniform-Sgt. Campbell	41.05
10514307	98096	3/11/2015	SMALL ANIMAL CLINIC, P.C.	271313	12/24/2014	Euk PFP K9 Prem Perform Food (4)	333.84
10514403	98114	3/13/2015	AGAINST ABUSE	201504	2/19/2015	Child Abuse Training 3/27/15	100.00
Fire							
10515201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	Cell phones	637.52
10515201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	DATA CARDS	1,131.11
10515203	97887	Multiple	Toshiba Business Solutions,USA	11607792	2/2/2015	Maintenance Agreement Copier	(18.15)
10515203	98103					Voided Check	-
10515207	98199	3/17/2015	UNITED EXTERMINATING	174746	3/2/2015	Pest control	25.00
10515215	98153	3/17/2015	BIA	15-Mar	3/2/2015	Electric	139.87
10515215	98211	3/19/2015	ARIZONA PUBLIC SERVICE	15-Mar	3/9/2015	ELECTRIC	1,160.71
10515403	98313	3/25/2015	CENTRAL AZ COLLEGE	S0380602	3/1/2015	Fee for additional student for wild land class	405.00
10516207	98050	3/11/2015	Arizona Office of Technology	IN37307	2/23/2015	Copier maintenance and agreement	197.14
10516211	98318	3/25/2015	Hotsy Industrial Systems	157169	3/17/2015	Components to repair Hostsy Machine	108.10
10516235	98055	3/11/2015	BOUND TREE MEDICAL LLC	81653688	1/5/2015	Medical supplies	48.89

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
10516235	98055	3/11/2015	BOUND TREE MEDICAL LLC	81655263	1/6/2015	Medical supplies	1,396.93
10516235	98121	3/13/2015	BOUND TREE MEDICAL LLC	81656847	1/7/2015	Medical supplies	178.26
10516235	98121	3/13/2015	BOUND TREE MEDICAL LLC	81658464	1/8/2015	Medical supplies	209.35
10516235	98121	3/13/2015	BOUND TREE MEDICAL LLC	81670298	1/19/2015	Medical supplies	104.29
10516235	98121	3/13/2015	BOUND TREE MEDICAL LLC	81678985	1/27/2015	Medical supplies	94.74
10516235	98121	3/13/2015	BOUND TREE MEDICAL LLC	81680741	1/28/2015	Medical supplies	5.22
10516235	98121	3/13/2015	BOUND TREE MEDICAL LLC	81684218	1/30/2015	Medical supplies	104.29
10516302	958518	3/16/2015	Am. Legion Flag & Emblem	02282015 STMT	2/24/2015	Flags for Fire Station 1 and 2	39.00
10516302	98048	3/11/2015	AmeriGas Propane	3036378340	2/14/2015	Propane station #1	137.80
10516302	98187	3/17/2015	ROADRUNNER OXYGEN SVC	46842	3/9/2015	Oxygen cylinder	26.77
10516302	98231	3/19/2015	Florence True Value Hardware	214380	12/1/2014	Glue pen	4.88
10516302	98231	3/19/2015	Florence True Value Hardware	215739	2/15/2015	Nuts, bolts screws	0.21
10516304	98088	3/11/2015	PETER MONTGOMERY	REIM 22415	2/24/2015	Shoe reimbursement	80.51
10516304	98107	3/11/2015	UNITED FIRE EQUIPMENT CO.	605577	2/4/2015	Uniform allowance	130.15
10516304	98107	3/11/2015	UNITED FIRE EQUIPMENT CO.	605608	2/4/2015	Screen set up	70.00
10516304	98200	3/17/2015	UNITED FIRE EQUIPMENT CO.	607329	3/2/2015	Dress uniform jacket	378.19
10516304	98326	3/25/2015	UNITED FIRE EQUIPMENT CO.	607484	3/3/2015	Uniform allowance Eggers	84.33
10516304	98326	3/25/2015	UNITED FIRE EQUIPMENT CO.	607485	3/3/2015	Uniform allowance Robison	24.48
10516304	98326	3/25/2015	UNITED FIRE EQUIPMENT CO.	607808	3/6/2015	Uniform allowance Harrison	244.46
10516308	958518	3/16/2015	BUILDERS BOOK INC.	02282015 STMT	2/26/2015	International fire code books & tabs	222.45
10516312	958518	3/16/2015	FIRECAM.COM	02282015 STMT	2/1/2015	Dash Camera	176.95
10516401	98085	3/11/2015	National Fire Protection Assoc.	2910006	3/9/2015	Annual membership dues	165.00
10517201	98060	3/11/2015	CENTURYLINK	9176/7347 2/15	2/19/2015	Fire Back-Up Line-9176	48.23
10517201	98060	3/11/2015	CENTURYLINK	9176/7347 2/15	2/19/2015	Hunt Hwy Fire-7347	96.87
10517201	98316	3/25/2015	COX COMMUNICATIONS	8502221288801 3	3/3/2015	Phone lines at station #2	102.23
10517203	98197	3/17/2015	Toshiba Business Solutions,USA	11692046	3/3/2015	Monthly lease and allowance	196.18
10517203	98197	3/17/2015	Toshiba Business Solutions,USA	11692046	3/3/2015	Monthly lease and allowance	217.85
10517203	98350	3/31/2015	Toshiba Business Solutions,USA	11717997	3/17/2015	Anthem Fire Copier - Lease and Maintenance	231.38
10517212	98310	3/25/2015	AmeriGas Propane	3038691426	3/7/2015	Gas @ station #2	203.39
10517212	98320	3/25/2015	Johnson Utilities	13808101 315	3/5/2015	Water at station #2	32.51
10517212	98320	3/25/2015	Johnson Utilities	13808201 315	3/5/2015	Water at station #2	272.77
10517215	98211	3/19/2015	ARIZONA PUBLIC SERVICE	15-Mar	3/9/2015	ELECTRIC	882.79
10517302	958518	3/16/2015	Am. Legion Flag & Emblem	02282015 STMT	2/24/2015	Flags for Fire Station 1 and 2	39.00
10517304	98102	3/11/2015	THOMAS MURTHA	REIM 22015	2/20/2015	Shoe reimbursement	43.52
10517304	98326	3/25/2015	UNITED FIRE EQUIPMENT CO.	607481	3/3/2015	Uniform allowance Urena	36.65
10517304	98326	3/25/2015	UNITED FIRE EQUIPMENT CO.	607482	3/3/2015	Uniform allowance Radney	176.72
10517304	98326	3/25/2015	UNITED FIRE EQUIPMENT CO.	607483	3/3/2015	Uniform allowance Feliz	93.79

Information Technology

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
10519201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	Cell phones	796.51
10519202	958518	3/16/2015	U. S. Post Master	02282015 STMT	2/4/2015	Return of Ink Cartridges	20.40
10519208	958518	3/16/2015	MONOPRICE, INC.	02282015 STMT	2/10/2015	CAT5E Data Drops - Keystone - Supplies	90.25
10519208	98245	3/19/2015	Newegg Business, Inc.	1200958886	2/23/2015	ESO Server - Rails	124.57
10519211	958518	3/16/2015	AMAZON.COM	02282015 STMT	2/13/2015	Replacement Projector Bulb	41.32
10519211	958518	3/16/2015	B&H PHOTO VIDEO	02282015 STMT	2/2/2015	Plotter Ink - GIS	765.00
10519211	958518	3/16/2015	DOT.GOV DOMAIN	02282015 STMT	2/13/2015	Annual florenceaz.gov domain renewal	125.00
10519211	958518	3/16/2015	ROBIN HOLMES	02282015 STMT	2/16/2015	Paper Roll - GIS Plotter	85.63
10519211	958518	3/16/2015	WWW.1AND1.COM	02282015 STMT	2/9/2015	Monthly Internet Hosting	69.99
10519211	98086	3/11/2015	Newegg Business, Inc.	1200892352	1/20/2015	Spare Keyboards for Fire ESO Tablets	136.63
10519211	98237	3/19/2015	HERBERT F. FITZPATRICK	3680	12/29/2014	Supplies Needed for Wireless Link	208.05
10519222	98061	3/11/2015	COX COMMUNICATIONS	8502204998	2/22/2015	Monthly Internet-2 months	1,905.00
10519301	98245	3/19/2015	Newegg Business, Inc.	1200979701	3/5/2015	Dymo Labels	8.38
10519301	98245	3/19/2015	Newegg Business, Inc.	1200980467	3/6/2015	Dymo Labels	15.99
10519301	98245	3/19/2015	Newegg Business, Inc.	120098224	3/7/2015	Dymo Labels	9.98
10519301	98245	3/19/2015	Newegg Business, Inc.	1200987371	3/10/2015	Dymo Labels	12.60
10519302	98234	3/19/2015	Global Gov't/Ed Solutions Inc.	L6821527	12/29/2014	DB9 Cables needed for Fire AVL - GPS	15.98
10519323	98262	3/19/2015	ZONES, INC	S40196970101	2/26/2015	Backup Exec - Annual Software Maintenance	559.03
10519403	98218	3/19/2015	CBT NUGGETS LLC.	1183893	2/20/2015	Certification and Training - All IT Staff	2,256.00
10519410	958518	3/16/2015	B&H PHOTO VIDEO	02282015 STMT	2/2/2015	Replacement Microphone Bases - Town Council	399.92

Parks and Recreation

10521201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	Cell phones	143.96
10521212	98255	3/19/2015	SOUTHWEST GAS CORP	15-Mar	3/12/2015	REC NATURAL GAS	45.64
10521215	98211	3/19/2015	ARIZONA PUBLIC SERVICE	15-Mar	3/9/2015	ELECTRIC	365.00
10521301	98322	3/25/2015	OFFICE DEPOT INC	759723205-001	3/11/2015	OFFICE SUPPLIES- COPY PAPER	73.62
10521301	98322	3/25/2015	OFFICE DEPOT INC	75972723-001	3/11/2015	OFFICE SUPPLIES- CALCULATORS (2)	19.47
10521444	958518	3/16/2015	Holiday Inn Express & Suites	02282015 STMT	2/11/2015	Hotel Reservation for Fury Cheer Comp in Calif.	285.48
10522201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	Cell phones	73.74
10522208	98026	3/4/2015	BORDERS TURF & TRACTOR	25746	2/27/2015	Parts for Park Maintenance	684.14
10522215	98211	3/19/2015	ARIZONA PUBLIC SERVICE	15-Mar	3/9/2015	ELECTRIC	2,213.20
10522302	98069	3/11/2015	Florence True Value Hardware	214726	12/17/2014	Park Maintenance Operating Supplies	5.15
10522302	98069	3/11/2015	Florence True Value Hardware	215721	2/11/2015	Park Maintenance Operating Supplies	4.11
10522302	98069	3/11/2015	Florence True Value Hardware	215966	2/25/2015	Park Maintenance Operating Supplies	24.76
10522302	98129	3/13/2015	Florence True Value Hardware	216087	3/5/2015	Park Maintenance Operating Supplies	22.95
10522302	98129	3/13/2015	Florence True Value Hardware	216088	3/5/2015	Park Maintenance Operating Supplies	14.65
10522302	98129	3/13/2015	Florence True Value Hardware	216101	3/5/2015	Park Maintenance Operating Supplies	28.84
10522302	98222	3/19/2015	Day Auto Supply, Inc	645192	3/10/2015	Pump 2GPM	86.95
10522302	98231	3/19/2015	Florence True Value Hardware	216192	3/11/2015	Park Maintenance Operating Supplies	5.98

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
10522302	98231	3/19/2015	Florence True Value Hardware	216194	3/11/2015	Park Maintenance Operating Supplies	4.14
10522302	98231	3/19/2015	Florence True Value Hardware	216197	3/11/2015	Park Maintenance Operating Supplies	3.07
10522310	98142	3/13/2015	WILBUR-ELLIS COMPANY	8705787	2/23/2015	Landscaping chemicals	675.63
10522317	98122	3/13/2015	Business Systems Connection	69187	3/5/2015	Security Camera's for Heritage Park	2,034.00
10522317	98212	3/19/2015	ARIZONA STATE PRISON	03055F-116A	3/9/2015	INMATE LABOR McFarland/Police station/ Town Hall	7.50
10522317	98212	3/19/2015	ARIZONA STATE PRISON	090414F-116A	1/5/2015	INMATE LABOR McFarland/Police station/ Town Hall	7.50
10522317	98244	3/19/2015	Musco Sports Lighting, LLC	269444	3/10/2015	Lens & ring assembly, 15 amp fuse-Project#126239	306.20
10524201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	Cell phones	17.93
10524310	98311	3/25/2015	AQUATIC ENVIRONMENTAL	IN36046	3/6/2015	Chemicals for swimming pool	1,264.77
10525201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	Cell phones	152.72
10525224	98105	3/11/2015	TUESDAY JIMENEZ	JN-FB 2015	3/6/2015	Tumbling Toddlers Instructor	150.00
10525302	98037	3/4/2015	JIM HEET PHOTOGRAPHY	41	2/19/2015	Kickball photos	76.09
10525302	98037	3/4/2015	JIM HEET PHOTOGRAPHY	42	2/19/2015	Soccer photos	173.92
10525302	98101	3/11/2015	THE WATER SHED	667017	3/2/2015	Drinking Water for after school program	14.54
10525302	98110	3/11/2015	WALMART COMMUNITY	TR08242	3/5/2015	T-BALL SUPPLIES	36.68
10525302	98192	3/17/2015	Sport Supply Group, Inc.	96748497	3/4/2015	Equipment for T-Ball	62.31
10525302	98259	3/19/2015	WALMART COMMUNITY	12983	3/12/2015	Snacks for Before and After the Bell program	496.61
10526201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	Cell phones	53.46
10526217	98052	3/11/2015	AZ DUELING PIANOS, LLC	03/19/15CONCER	2/3/2015	Concert in the Park 3/19/15	900.00
10526217	98094	3/11/2015	SEAN MICHAEL MIREAU	CONT/312/15	2/3/2015	Concert in the Park 4/2/15	750.00
10526217	98116	3/13/2015	AZ CORRECTIONAL INDUSTRIES	2015-39	3/9/2015	Fish for Fishing Derby	816.00
10526217	98271	3/23/2015	DESERT DIXIE LLC	CONT 326/15	2/3/2015	Concert in the Park 3/26/15	600.00
10526217	98319					Voided Check	-
10526217	98345	3/31/2015	ROBERT J. GERSTEN	JAZZ-40215	2/3/2015	Jazz Time Payment	1,100.00
10526222	98033	3/4/2015	Dunn Transportation dba	030049-MS BAL	2/14/2015	Gratuuity Fees	147.50
10526222	98033	3/4/2015	Dunn Transportation dba	030139MS BAL	2/14/2015	Gratuuity Fees	147.50
10526222	98158	3/17/2015	Celestial Family Entertainment	423	2/12/2015	Deposit for Movie in the Park Screen Rental	1,365.12
10526302	98046	3/11/2015	Alison, Feliz	3439460	3/4/2015	Reimbursement for Fishing Derby Poles	268.64
10526302	98069	3/11/2015	Florence True Value Hardware	215776	2/14/2015	Open PO for Special Event supplies	12.59
10526302	98110	3/11/2015	WALMART COMMUNITY	TR08243	3/5/2015	Fishing derby supplies	143.71
10526302	98217	3/19/2015	CASA GRANDE NEWSPAPERS	3241	2/24/2015	Home Tour Booklet Printing	1,790.52
10526407	98076	3/11/2015	JASON REYNOLDS	MARCH 06 15	3/6/2015	Flier design for Easter Event	50.00
10526407	98217	3/19/2015	CASA GRANDE NEWSPAPERS	91048401	2/6/2015	HOME TOUR INV#91048401	453.21
10526407	98217	3/19/2015	CASA GRANDE NEWSPAPERS	91124101	2/15/2015	HOME TOUR INV#91124101	153.00
10526407	98217	3/19/2015	CASA GRANDE NEWSPAPERS	91180601	2/22/2015	FISHING DERBY INV#91245401	153.00
10526407	98217	3/19/2015	CASA GRANDE NEWSPAPERS	91180602	2/28/2015	SPRING CONCERT SERIES INV#91180601	153.00
10526407	98217	3/19/2015	CASA GRANDE NEWSPAPERS	91245401	2/28/2015	SPRING CONCERT SERIES INV#91180602	153.00
10526407	98325	3/25/2015	TERRITORIAL NEWS	8732	12/31/2014	Home Tour display Ad	60.00

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
Senior Center							
10528201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	Cell phones	35.86
10528212	98255	3/19/2015	SOUTHWEST GAS CORP	15-Mar	3/12/2015	Senior Center NATURAL GAS	114.90
10528215	98211	3/19/2015	ARIZONA PUBLIC SERVICE	15-Mar	3/9/2015	ELECTRIC	816.19
10528217	98252	3/19/2015	PINAL NUTRITION PROGRAM	Feb-15	2/28/2015	Meals for February	1,993.36
10528217	98321	3/25/2015	KEN HUMPHERYS	FRIDAY 0315	3/1/2015	2 Covered Wagons for Horse & Fish Farm tour	255.00
10528301	98248	3/19/2015	OFFICE DEPOT INC	757902061-001	2/27/2015	Office supplies	117.86
10528301	98248	3/19/2015	OFFICE DEPOT INC	757902102-001	2/27/2015	Office supplies	28.58
10528302	98250	3/19/2015	PETTY CASH - SENIOR CENTER	131-30415	3/16/2015	Misc. supplies for the month	127.84
10528302	98259	3/19/2015	WALMART COMMUNITY	2073	3/4/2015	Misc. supplies for kitchen	215.93
10528302	98259	3/19/2015	WALMART COMMUNITY	4395	2/25/2015	Misc. supplies for kitchen	49.44
10528302	98302	3/23/2015	THE WATER SHED	445944	2/17/2015	Water & Ice	4.94
10528302	98302	3/23/2015	THE WATER SHED	667016	3/2/2015	Water & Ice	4.94
10528302	98302	3/23/2015	THE WATER SHED	667062	2/23/2015	Water & Ice	11.52
10528302	98302	3/23/2015	THE WATER SHED	810903	3/9/2015	Water & Ice	18.10
10528303	98259	3/19/2015	WALMART COMMUNITY	2073	3/4/2015	Recreation supplies for events	85.00
10528304	98259	3/19/2015	WALMART COMMUNITY	2073	3/4/2015	Themed shirts for St. Patty's Day event	16.50
10528312	98259	3/19/2015	WALMART COMMUNITY	2073	3/4/2015	First Aid kit supplies	50.00
10528315	98259	3/19/2015	WALMART COMMUNITY	2073	3/4/2015	Cleaning supplies for the building	25.00
10528444	98331	3/31/2015	Coolidge Florence Elks Lodge	18-Mar	3/18/2015	Meals for the seniors from the Donation Account	155.00
Library							
10529201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	Cell phones	53.46
10529207	98199	3/17/2015	UNITED EXTERMINATING	173351	3/9/2015	Monthly Pest Control	25.00
10529207	98295	3/23/2015	Safeguard Security	810698	3/1/2015	Security Monitoring fee	97.77
10529301	98167	3/17/2015	East Valley Office Supply, Inc	1073058	2/27/2015	Office Supplies	169.82
10529302	98302	3/23/2015	THE WATER SHED	811114	3/11/2015	Drinking Water	13.16
10529302	98303	3/23/2015	Universal Media Corp	54215	3/19/2015	CD/DVD 2-Ring Binders	331.50
10529308	98119	3/13/2015	BAKER & TAYLOR BOOKS	4011143809	2/17/2015	Books (Fiction)	11.25
10529308	98119	3/13/2015	BAKER & TAYLOR BOOKS	4011143810	2/17/2015	Books (Youth)	47.11
10529308	98119	3/13/2015	BAKER & TAYLOR BOOKS	4011143811	2/17/2015	Books (Fiction)	117.30
10529308	98119	3/13/2015	BAKER & TAYLOR BOOKS	4011148067	2/20/2015	Books (Fiction)	16.47
10529308	98119	3/13/2015	BAKER & TAYLOR BOOKS	4011148068	2/20/2015	Books (Youth)	51.03
10529308	98119	3/13/2015	BAKER & TAYLOR BOOKS	4011148069	2/20/2015	Books (Fiction)	82.33
10529308	98119	3/13/2015	BAKER & TAYLOR BOOKS	4011148070	2/20/2015	Audio Books	12.64
10529308	98119	3/13/2015	BAKER & TAYLOR BOOKS	T16725550	2/18/2015	DVD'S	52.46
10529308	98150	3/17/2015	BAKER & TAYLOR BOOKS	T17184620	3/2/2015	DVDs	288.38
10529308	98150	3/17/2015	BAKER & TAYLOR BOOKS	T17184621	3/2/2015	CD'S	201.83
10529308	98265	3/23/2015	BAKER & TAYLOR BOOKS	4011156008	3/3/2015	Audio Books	19.22

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
10529308	98265	3/23/2015	BAKER & TAYLOR BOOKS	4011156009	3/3/2015	Books (Non-Fiction)	11.21
10529308	98265	3/23/2015	BAKER & TAYLOR BOOKS	4011156010	3/3/2015	Books (Fiction)	57.00
10529308	98265	3/23/2015	BAKER & TAYLOR BOOKS	4011156011	3/3/2015	Books (Non-Fiction)	245.35
10529308	98265	3/23/2015	BAKER & TAYLOR BOOKS	4011156012	3/3/2015	Audio Books	156.54
10529308	98265	3/23/2015	BAKER & TAYLOR BOOKS	4011156013	3/3/2015	Books (Fiction)	211.94
10529308	98265	3/23/2015	BAKER & TAYLOR BOOKS	4011156014	3/3/2015	Books (Youth)	314.46
10529308	98312	3/25/2015	BAKER & TAYLOR BOOKS	4011163545	3/11/2015	Audio Books	43.98
10529308	98312	3/25/2015	BAKER & TAYLOR BOOKS	4011163546	3/11/2015	Books (Fiction)	25.55
10529308	98312	3/25/2015	BAKER & TAYLOR BOOKS	4011163547	3/11/2015	Audio Books	16.47
10529308	98312	3/25/2015	BAKER & TAYLOR BOOKS	4011163548	3/11/2015	Books (Non-Fiction)	17.06
10529308	98312	3/25/2015	BAKER & TAYLOR BOOKS	4011163549	3/11/2015	Books (Fiction)	144.11
10529308	98312	3/25/2015	BAKER & TAYLOR BOOKS	4011163550	3/11/2015	Books (Youth)	58.89
10529308	98312	3/25/2015	BAKER & TAYLOR BOOKS	T17337780	3/10/2015	DVDs	59.96
10529308	98312	3/25/2015	BAKER & TAYLOR BOOKS	T17337781	3/10/2015	DVD'S	22.48
10529308	98312	3/25/2015	BAKER & TAYLOR BOOKS	T17712090	3/10/2015	DVDs	22.48
10529405	98235	3/19/2015	GLORIA MORENO	Feb-15	3/3/2015	Daily Mail Run/Town Hall	22.48

General Government

10530201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	Cell phones	54.15
10532201	98060	3/11/2015	CENTURYLINK	9176/7347 2/15	2/19/2015	I.T. Alarm-5829	49.65
10532201	98060	3/11/2015	CENTURYLINK	9176/7347 2/15	2/19/2015	TN Fire Line-0236	46.62
10532201	98219	3/19/2015	CENTURYLINK	0238/01183/15	3/1/2015	911 Locator-0238	78.71
10532201	98219	3/19/2015	CENTURYLINK	0238/01183/15	3/1/2015	Trunkine-0118	681.34
10532201	98238	3/19/2015	inContact, Inc.	124843201	3/10/2015	Telephone	523.67
10532201	98314	3/25/2015	CENTURYLINK	3/15/5829	3/2/2015	5829-closing bill	28.23
10532211	98057	3/11/2015	BRUTINEL PLUMBING & ELEC	1419365	2/9/2015	Water heater replacement (2) at Town Hall	1,850.00
10532212	98211	3/19/2015	ARIZONA PUBLIC SERVICE	15-Mar	3/9/2015	ELECTRIC	73.08
10532212	98255	3/19/2015	SOUTHWEST GAS CORP	15-Mar	3/12/2015	GAS	31.13
10532214	98211	3/19/2015	ARIZONA PUBLIC SERVICE	15-Mar	3/9/2015	ELECTRIC	767.57
10532215	98211	3/19/2015	ARIZONA PUBLIC SERVICE	15-Mar	3/9/2015	ELECTRIC	3,323.84
10532314	98302	3/23/2015	THE WATER SHED	667011	3/2/2015	Water & Ice	26.32
10532314	98302	3/23/2015	THE WATER SHED	667012	3/2/2015	Water & Ice	15.68
10532314	98302	3/23/2015	THE WATER SHED	667033	3/16/2015	Water & Ice	31.81
10532314	98302	3/23/2015	THE WATER SHED	810917	3/9/2015	Water & Ice	19.75
10532335	98071	3/11/2015	Global Gov't/Ed Solutions Inc.	L6954439	1/15/2015	HP LaserJet M630H MFP - Printer Copier Fax	2,881.50
10532408	98059	3/11/2015	TEMPORARY VENDOR	CL WK LOSS CARC	2/24/2015	Claim for loss of work due to electrical work	600.00
10532408	98083	3/11/2015	Mosaic's Florence Fudge Shop	FUDGE/CLAIM	2/2/2015	Claim for close of Silver King and lost wages	600.00
10532408	98118	3/13/2015	ARIZONA MUNICIPAL RISK-WC	13011418	6/9/2014	AMRRP Claim No. 13011418	5,000.00
10532408	98118	3/13/2015	ARIZONA MUNICIPAL RISK-WC	13014102	6/12/2014	AMRRP Claim No. 13014102	3,472.43

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
10532408	98118	3/13/2015	ARIZONA MUNICIPAL RISK-WC	13014700	2/25/2015	AMRRP Claim No. 13014700	2,904.30
10532408	98184	3/17/2015	PETTY CASH - FINANCE	15-Mar	3/16/2015	Coffee filters	6.92
10532710	98317	3/25/2015	DICKINSON WRIGHT PLLC	979432	2/11/2015	Annexation litigation Jan 2015	8,986.62
Economic Development							
10551201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	Cell phones	54.15
10551402	98184	3/17/2015	PETTY CASH	15-Mar	3/16/2015	Chamber luncheon	24.00
Capital Projects Fund							
11277000	98176	3/17/2015	LOW MOUNTAIN Construction	APP-6RETAIN	2/28/2015	Less: Retainage	(116,143.80)
11501508	98177	3/17/2015	LUMEN LEGAL	144623	2/22/2015	Legal services : Curis 2/9-2/22, 2015	12,480.00
11501508	98177	3/17/2015	LUMEN LEGAL	145017	3/8/2015	Legal services : Curis 12/23-3/8	12,363.00
11501508	98317	3/25/2015	DICKINSON WRIGHT PLLC	983003	2/25/2015	Legal service - Curis Dec. 2014 - Jan. 2015	93,432.26
11510217	98260	3/19/2015	Wood, Patel & Associates, Inc.	79718	3/12/2015	LOMR TDN Package	855.00
11510217	98260	3/19/2015	Wood, Patel & Associates, Inc.	79718	3/12/2015	Reimbursables	64.60
11510217	98260	3/19/2015	Wood, Patel & Associates, Inc.	79719	3/12/2015	FEMA Submittal & Coordination	395.00
11510217	98260	3/19/2015	Wood, Patel & Associates, Inc.	79719	3/12/2015	Project Management & Coordination	275.00
11510217	98260	3/19/2015	Wood, Patel & Associates, Inc.	79719	3/12/2015	Reimbursable s	257.90
11514506	98214	3/19/2015	Business Systems Connection	68948	2/19/2015	Town Hall Security Camera's	812.00
11514507	98041	3/4/2015	PAUL HANSEN, Civil Engineering LLC	1501	2/9/2015	Professional services for designs for PD Parking Lot	2,273.60
11514507	98042	3/4/2015	RBA Architecture	1405701	2/4/2015	Architectural Services/ Police Dept. Parking lot	5,900.00
11516506	98071	3/11/2015	Global Gov't/Ed Solutions Inc.	L1242696	2/18/2015	(5) Power Supplies for Havis Docks	865.00
11518318	98032	3/4/2015	DBA Construction, Inc.	14042-02	2/23/2015	Street and sidewalk repair and maintenance	38,069.65
11518322	98032	3/4/2015	DBA Construction, Inc.	14042-02	2/23/2015	Street and sidewalk repair and maintenance	38,069.65
11518322	98226	3/19/2015	ERGON ASPHALT & EMULSIONS INC	9401281720	3/6/2015	Tack Oil for ST-023	65.53
11518507	98283	3/23/2015	LEE ENGINEERING, LLC	33523	2/27/2015	SR79 at Main Street Traffic Study for extension	3,679.76
11519507	98071	3/11/2015	Global Gov't/Ed Solutions Inc.	L1179141	2/11/2015	(2) Proliant DL380p Gen8, Provisioning servers	18,397.62
11519511	98213	3/19/2015	BENSON SYSTEMS	134227	1/15/2015	Alarm Hardware & Labor - CD Building Move	1,669.65
11519511	98213	3/19/2015	BENSON SYSTEMS	137053	2/28/2015	Wireless GSM Radio for Security System	1,493.84
11519511	98237	3/19/2015	HERBERT F. FITZPATRICK	3745	2/10/2015	Network wiring & cabling for C/D	8,386.48
11522217	98239	3/19/2015	J2 Engineering And	7343	3/12/2015	Poston Butte Planning Services	4,099.49
11522507	98261	3/19/2015	Wright Engineering Corporation	14192-27151	3/12/2015	Heritage Park Ball field Lighting Engineering	343.75
11531507	98328	3/31/2015	BAXTER DESIGN GROUP LLC	571	11/14/2014	Geotechnical Soils Testing For Fuel Faculty Project	4,700.00
11532501	958518	3/16/2015	1800Doorbell.com	02282015 STMT	2/13/2015	2 Door chimes for Community Development Bldg.	58.91
11532501	98176	3/17/2015	LOW MOUNTAIN Construction	APP-6	3/2/2015	Construction (Library/Recreation Complex)	1,205,127.00
HURF							
12518201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	Cell phones	630.04
12518207	98024	3/4/2015	Arizona Office of Technology	IN37308	2/23/2015	Copier charges 11/30/14-2/27/15	434.16

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
12518209	98127	3/13/2015	Day Auto Supply, Inc	643218	2/19/2015	Credit	(241.53)
12518209	98127	3/13/2015	Day Auto Supply, Inc	643705	2/24/2015	Credit	(466.51)
12518211	98022	3/4/2015	APD POWER CENTER, INC.	170280	2/10/2015	Four rubber bumpers for bottom of concrete saw	46.75
12518211	98127	3/13/2015	Day Auto Supply, Inc	643772	2/25/2015	One gallon of engine coolant for ST-38 JCB Forklift	18.47
12518211	98207	3/19/2015	A E S	17788	3/3/2015	Servicing/ repair of tire balancer	95.00
12518214	98099	3/11/2015	STEWART - Batteris Plus	887-10078901	2/24/2015	Barricade batteries	165.92
12518214	98143	3/13/2015	ZUMAR, IND.	25453	1/30/2015	Spirit Loop and Spirit Way Street Signs	1,030.85
12518214	98160	3/17/2015	CENTERLINE SUPPLY WEST, INC.	72326	2/25/2015	Attaway Road & Hunt Hwy signs	2,186.04
12518214	98164	3/17/2015	Day Auto Supply, Inc	644063	2/27/2015	Batteries for P.D. electric street sign	195.64
12518214	98205	3/17/2015	ZUMAR, IND.	25716	2/28/2015	Various street signs and posts	1,375.92
12518215	98153	3/17/2015	BIA	15-Mar	3/2/2015	00353-electric	233.75
12518215	98153	3/17/2015	BIA	15-Mar	3/2/2015	10522-electric	110.00
12518215	98153	3/17/2015	BIA	15-Mar	3/2/2015	20509-electric	46.20
12518215	98153	3/17/2015	BIA	15-Mar	3/2/2015	21243-electric	61.60
12518215	98211	3/19/2015	ARIZONA PUBLIC SERVICE	15-Mar	3/9/2015	ELECTRIC	4,095.54
12518217	98155	3/17/2015	CASA GRANDE COURIER, INC.	942	3/1/2015	Extra run from Public Works to Willdan Engineers	24.00
12518217	98191	3/17/2015	smartschoolsplus, inc dba	517-030	3/3/2015	John Mitchell Contract	3,136.82
12518217	98198	3/17/2015	Tri-City Express Care, PLLC	1846939	1/10/2015	DOT physical for CDL medical renewal	37.50
12518302	958518	3/16/2015	WALMART COMMUNITY	02282015	2/4/2015	STMT Camera and memory card for Inspections	207.20
12518302	98101	3/11/2015	THE WATER SHED	445939	2/17/2015	Water & Ice for PW	59.24
12518302	98101	3/11/2015	THE WATER SHED	667061	2/23/2015	Water & Ice for PW	53.30
12518302	98196	3/17/2015	THE WATER SHED	667092	3/2/2015	Water & Ice for PW	51.01
12518302	98196	3/17/2015	THE WATER SHED	810910	3/9/2015	Water & Ice for PW	68.28
12518302	98215	3/19/2015	Capital One Commercial	25015	2/24/2015	Restock kitchen supplies	245.87
12518302	98222	3/19/2015	Day Auto Supply, Inc	645088	3/10/2015	Glass cleaner and Antifreeze for Shop	77.84
12518302	98270	3/23/2015	Day Auto Supply, Inc	644030	2/27/2015	Oil stock for small engines	52.05
12518302	98270	3/23/2015	Day Auto Supply, Inc	644266	3/2/2015	Three bags of Dead Earth	22.14
12518304	98028	3/4/2015	Cintas Corporation Lock 696	696795604	2/13/2015	Weekly fee for uniforms and mats for PW Dept.	41.87
12518304	98039	3/4/2015	MORRIS TAYLOR	REIM 20615	2/6/2015	Reimbursement for uniform jeans	108.54
12518304	98161	3/17/2015	Cintas Corporation Lock 696	696797798	2/20/2015	Weekly fee for uniforms and mats for PW Dept.	40.08
12518304	98161	3/17/2015	Cintas Corporation Lock 696	696800021	2/27/2015	Weekly fee for uniforms and mats for PW Dept.	40.08
12518304	98161	3/17/2015	Cintas Corporation Lock 696	696802225	3/6/2015	Weekly fee for uniforms and mats for PW Dept.	40.08
12518304	98220	3/19/2015	Cintas Corporation Lock 696	696784574	1/9/2015	Weekly fee for uniforms and mats for PW Dept.	40.08
12518304	98330	3/31/2015	Cintas Corporation Lock 696	69*6806635	3/20/2015	Weekly fee for uniforms and mats for PW Dept.	40.08
12518304	98330	3/31/2015	Cintas Corporation Lock 696	696804453	3/13/2015	Weekly fee for uniforms and mats for PW Dept.	43.65
12518312	98117	3/13/2015	ARIZONA GLOVE & SAFETY	7359484	3/6/2015	Hard hats and neck shades	116.48
12518315	98215	3/19/2015	Capital One Commercial	25015	2/24/2015	Restock supplies - trash bags	69.95
12518317	98025	3/4/2015	AZ STATE PRISON-FLORENCE	020515F-116B	2/11/2015	INMATE LABOR ROW / CLEANUP	52.50
12566507	98283	3/23/2015	LEE ENGINEERING, LLC	33522	2/27/2015	Hunt Hwy Fire Station Traffic Signal Design	2,220.00

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
12566507	98305	3/23/2015	WILLDAN	513417	3/9/2015	Professional services rendered from 12/1/14-1/2/15 for I	540.00
12566507	98329	3/31/2015	BIA-SCIP - Irrigation Division	2015-006	3/5/2015	Admin Fees for Florence Road Widening Project	300.00
12566507	98329	3/31/2015	BIA-SCIP - Irrigation Division	MARCH 3 2015	3/3/2015	Environmental Services Florence Road Widening	768.80
12566507	98355	3/31/2015	WILLDAN	513341	2/6/2015	Professional services rendered from 12/1/14-1/2/15 for I	1,020.00
Fleet Services							
22502209	98038	3/4/2015	MICHAEL BACA	478275	2/9/2015	Car Wash- Admin 5	20.00
22502306	6179709	3/5/2015	WEX BANK	39656059	1/31/2015	FUEL EXPENSE	170.92
22505306	6179709	3/5/2015	WEX BANK	39656059	1/31/2015	FUEL EXPENSE	16.35
22510306	6179709	3/5/2015	WEX BANK	39656059	1/31/2015	FUEL EXPENSE	127.61
22511209	98035	3/4/2015	GARRETT MOTORS	6032857/1	2/3/2015	Oil filter and labor for oil change PD Admin	14.61
22511306	98035	3/4/2015	GARRETT MOTORS	6032857/1	2/3/2015	Motor oil for PD Admin	21.47
22511306	6179709	3/5/2015	WEX BANK	39656059	1/31/2015	FUEL EXPENSE	375.23
22513209	98031	3/4/2015	Day Auto Supply, Inc	642824	2/17/2015	Brake fluid for Shop	1.34
22513209	98127	3/13/2015	Day Auto Supply, Inc	643193	2/19/2015	A/C compressor clutch cycling PD Volunteer	14.99
22513209	98164	3/17/2015	Day Auto Supply, Inc	643920	2/26/2015	One box of radial tire patches for Shop	4.29
22513209	98222	3/19/2015	Day Auto Supply, Inc	644700	3/5/2015	Power steering pressure hose for PD Volunteer	21.40
22513209	98222	3/19/2015	Day Auto Supply, Inc	644807	3/6/2015	Battery on/ off switched for G051ET PD Volunteer	18.59
22513306	6179709	3/5/2015	WEX BANK	39656059	1/31/2015	FUEL EXPENSE	207.79
22514209	98031	3/4/2015	Day Auto Supply, Inc	642561	2/13/2015	Air and oil filter, wiper blades for G032ET PD Patrol	30.26
22514209	98031	3/4/2015	Day Auto Supply, Inc	642824	2/17/2015	Brake fluid for Shop	1.34
22514209	98031	3/4/2015	Day Auto Supply, Inc	642829	2/17/2015	Front brake pads for G921GL PD Patrol	309.11
22514209	98127	3/13/2015	Day Auto Supply, Inc	642173	2/10/2015	Fuel pump assembly G030ET PD Patrol	179.43
22514209	98127	3/13/2015	Day Auto Supply, Inc	643197	2/19/2015	Brake pads and rotors (front) G922GL PD Patrol	309.11
22514209	98127	3/13/2015	Day Auto Supply, Inc	643531	2/23/2015	Rear brake pads and oil filter G922GL PD Patrol	57.36
22514209	98164	3/17/2015	Day Auto Supply, Inc	643920	2/26/2015	One box of radial tire patches for Shop	4.30
22514209	98164	3/17/2015	Day Auto Supply, Inc	644619	3/5/2015	Oil filter G307HB PD Patrol	5.20
22514209	98166	3/17/2015	Earnhardt Service	416343	1/14/2015	One switch for G102DL PD Patrol	85.17
22514209	98222	3/19/2015	Day Auto Supply, Inc	645212	3/31/2015	Oil filter for G420FF PD Patrol	5.62
22514209	98225	3/19/2015	Earnhardt Service	888425	3/9/2015	One latch clip for G100HD PD Patrol	7.29
22514209	98347	3/31/2015	RV STRIPES & GRAPHICS, INC.	19544	3/10/2015	2014 Tahoe Standard Patrol decals	604.87
22514305	98070	3/11/2015	GCR Tires & Service	827-42706	1/8/2015	Tires for Police Dept. Patrol Stock	269.21
22514305	98127	3/13/2015	Day Auto Supply, Inc	642082	2/9/2015	Battery for G030ET PD Patrol	90.87
22514305	98170	3/17/2015	GCR Tires & Service	827-43595	2/18/2015	Five tires for PD Patrol	608.35
22514305	98233	3/19/2015	GCR Tires & Service	827-43851	2/27/2015	Four tires for PD Patrol	518.28
22514306	98031	3/4/2015	Day Auto Supply, Inc	642561	2/13/2015	Motor oil for G032ET PD Patrol	30.36
22514306	98127	3/13/2015	Day Auto Supply, Inc	643531	2/23/2015	Motor oil for G922GL PD Patrol	28.84
22514306	98164	3/17/2015	Day Auto Supply, Inc	644619	3/5/2015	Motor oil G307HB PD Patrol	40.25
22514306	98222	3/19/2015	Day Auto Supply, Inc	645212	3/31/2015	Motor oil for G420FF PD Patrol	34.70

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
22514306	6179709	3/5/2015	WEX BANK	39656059	1/31/2015	FUEL EXPENSE	4,929.21
22515306	6179709	3/5/2015	WEX BANK	39656059	1/31/2015	FUEL EXPENSE	167.48
22516209	98100	3/11/2015	Superstition Fire & Medical Dist	002*954	2/11/2015	Shop #140 boxes built, lights, toggle switches	2,642.62
22516209	98127	3/13/2015	Day Auto Supply, Inc	643704	2/24/2015	Mass air flow	152.06
22516209	98324	3/25/2015	Superstition Fire & Medical Dist	2992	3/5/2015	Repair and maintenance on shop 131	2,550.73
22516305	98170	3/17/2015	GCR Tires & Service	827-43872	2/27/2015	Tire for air trailer	74.06
22516306	6179709	3/5/2015	WEX BANK	39656059	1/31/2015	FUEL EXPENSE	1,015.98
22517306	6179709	3/5/2015	WEX BANK	39656059	1/31/2015	FUEL EXPENSE	611.45
22518209	98023	3/4/2015	Arizona Brake & Clutch Supply	W1427731	8/15/2014	Credit memo	(444.80)
22518209	98031	3/4/2015	Day Auto Supply, Inc	642485	2/12/2015	Fan clutch for ST-9 Ford pickup	321.63
22518209	98031	3/4/2015	Day Auto Supply, Inc	642625	2/13/2015	One drive belt tensioner for ST-9	89.88
22518209	98031	3/4/2015	Day Auto Supply, Inc	642824	2/17/2015	Brake fluid for Shop	1.34
22518209	98035	3/4/2015	GARRETT MOTORS	50081101W	2/19/2015	One passenger side arm rest for ST-23 Patch Truck	49.74
22518209	98067	3/11/2015	Earnhardt Service	546353	2/24/2015	Repairs to ST-9 Ford pickup	1,892.11
22518209	98127	3/13/2015	Day Auto Supply, Inc	643181	2/19/2015	One serpentine fan belt for ST-9	54.99
22518209	98127	3/13/2015	Day Auto Supply, Inc	643229	2/19/2015	Fuel, air and oil filters for ST-23 Patch truck	63.50
22518209	98127	3/13/2015	Day Auto Supply, Inc	643279	2/20/2015	Serpentine fan belt ST-23 Patch truck	40.86
22518209	98127	3/13/2015	Day Auto Supply, Inc	643284	2/20/2015	Fuel filter for ST-23 Patch truck	28.63
22518209	98127	3/13/2015	Day Auto Supply, Inc	643354	2/20/2015	Transmission filter for St-23 Patch truck	82.17
22518209	98127	3/13/2015	Day Auto Supply, Inc	643356	2/20/2015	Transmission fluid for ST-23	135.60
22518209	98127	3/13/2015	Day Auto Supply, Inc	643361	2/20/2015	Heater A/C door ST-23 Patch truck	85.59
22518209	98127	3/13/2015	Day Auto Supply, Inc	643384	2/20/2015	Heater A/C door fresh air St-23 Patch truck	35.47
22518209	98127	3/13/2015	Day Auto Supply, Inc	643540	2/23/2015	Heater A/C blend door for ST-23 Patch Truck	36.81
22518209	98127	3/13/2015	Day Auto Supply, Inc	643620	2/24/2015	Two wiper blades ST-51 dump truck	22.59
22518209	98127	3/13/2015	Day Auto Supply, Inc	643825	2/25/2015	Air and oil filter, wipers for ST14	33.24
22518209	98164	3/17/2015	Day Auto Supply, Inc	643920	2/26/2015	One box of radial tire patches for Shop	4.30
22518209	98184	3/17/2015	PETTY CASH - FINANCE	15-Mar	3/16/2015	MVD Titles	8.00
22518209	98232	3/19/2015	GARRETT MOTORS	5008182 1W	2/27/2015	One inside door handle for ST-19	69.51
22518306	98127	3/13/2015	Day Auto Supply, Inc	643229	2/19/2015	Motor oil St-23 Patch truck	117.33
22518306	98127	3/13/2015	Day Auto Supply, Inc	643825	2/25/2015	Motor oil for ST-14	26.02
22518306	6179709	3/5/2015	WEX BANK	39656059	1/31/2015	FUEL EXPENSE	2,163.63
22519306	6179709	3/5/2015	WEX BANK	39656059	1/31/2015	FUEL EXPENSE	27.77
22521306	6179709	3/5/2015	WEX BANK	39656059	1/31/2015	FUEL EXPENSE	112.24
22522306	6179709	3/5/2015	WEX BANK	39656059	1/31/2015	FUEL EXPENSE	334.26
22525306	6179709	3/5/2015	WEX BANK	39656059	1/31/2015	FUEL EXPENSE	71.08
22527306	6179709	3/5/2015	WEX BANK	39656059	1/31/2015	FUEL EXPENSE	89.69
22528306	6179709	3/5/2015	WEX BANK	39656059	1/31/2015	FUEL EXPENSE	214.17
22530306	6179709	3/5/2015	WEX BANK	39656059	1/31/2015	FUEL EXPENSE	111.26
22531306	6179709	3/5/2015	WEX BANK	39656059	1/31/2015	FUEL EXPENSE	175.10

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
22571306	6179709	3/5/2015	WEX BANK	39656059	1/31/2015	FUEL EXPENSE	90.19
22574209	98023	3/4/2015	Arizona Brake & Clutch Supply	476080	2/16/2015	LED mini light bar for WW-6	364.94
22574209	98031	3/4/2015	Day Auto Supply, Inc	642300	2/11/2015	Two engine head struts for WW-7	22.91
22574209	98031	3/4/2015	Day Auto Supply, Inc	642422	2/12/2015	Four tie rods for WW-5	242.25
22574209	98031	3/4/2015	Day Auto Supply, Inc	642824	2/17/2015	Brake fluid for Shop	1.33
22574209	98038	3/4/2015	MICHAEL BACA	478275	2/9/2015	Car Wash WW-2	6.68
22574209	98038	3/4/2015	MICHAEL BACA	478275	2/9/2015	Car Wash WW-27	6.68
22574209	98164	3/17/2015	Day Auto Supply, Inc	643920	2/26/2015	One box of radial tire patches for Shop	4.29
22574209	98164	3/17/2015	Day Auto Supply, Inc	643941	2/26/2015	One gallon of engine coolant for WW-3	6.78
22574209	98222	3/19/2015	Day Auto Supply, Inc	645274	3/11/2015	Hydraulic hose and two fittings for WW-11	24.34
22574209	98232	3/19/2015	GARRETT MOTORS	5008173 1W	2/26/2015	One inside drivers side door handle WW-3	35.80
22574209	98270	3/23/2015	Day Auto Supply, Inc	644288	3/2/2015	Wiper blades for WW-4	4.13
22574305	98070	3/11/2015	GCR Tires & Service	827-43594	2/18/2015	Two front tires for WW-5	264.79
22574305	98270	3/23/2015	Day Auto Supply, Inc	644921	3/9/2015	Two new batteries for boom truck WW-10	73.39
22574306	6179709	3/5/2015	WEX BANK	39656059	1/31/2015	FUEL EXPENSE	992.75
22575209	98023	3/4/2015	Arizona Brake & Clutch Supply	476080	2/16/2015	LED mini light bar for WW-6	182.46
22575209	98031	3/4/2015	Day Auto Supply, Inc	642300	2/11/2015	Two engine head struts for WW-7	11.45
22575209	98031	3/4/2015	Day Auto Supply, Inc	642824	2/17/2015	Brake fluid for Shop	1.33
22575209	98038	3/4/2015	MICHAEL BACA	478275	2/9/2015	Car Wash WW-2	6.66
22575209	98038	3/4/2015	MICHAEL BACA	478275	2/9/2015	Car Wash WW-27	6.66
22575209	98164	3/17/2015	Day Auto Supply, Inc	643920	2/26/2015	One box of radial tire patches for Shop	4.29
22575209	98164	3/17/2015	Day Auto Supply, Inc	643941	2/26/2015	One gallon of engine coolant for WW-3	3.40
22575209	98222	3/19/2015	Day Auto Supply, Inc	645274	3/11/2015	Hydraulic hose and two fittings for WW-11	12.16
22575209	98232	3/19/2015	GARRETT MOTORS	5008173 1W	2/26/2015	One inside drivers side door handle WW-3	17.91
22575209	98270	3/23/2015	Day Auto Supply, Inc	644288	3/2/2015	Wiper blades for WW-4	4.12
22575305	98270	3/23/2015	Day Auto Supply, Inc	644921	3/9/2015	Two new batteries for boom truck WW-10	36.69
22575306	6179709	3/5/2015	WEX BANK	39656059	1/31/2015	FUEL EXPENSE	505.86
22576209	98023	3/4/2015	Arizona Brake & Clutch Supply	476080	2/16/2015	LED mini light bar for WW-6	182.46
22576209	98031	3/4/2015	Day Auto Supply, Inc	642300	2/11/2015	Two engine head struts for WW-7	11.45
22576209	98031	3/4/2015	Day Auto Supply, Inc	642824	2/17/2015	Brake fluid for Shop	1.33
22576209	98038	3/4/2015	MICHAEL BACA	478275	2/9/2015	Car Wash WW-2	6.66
22576209	98038	3/4/2015	MICHAEL BACA	478275	2/9/2015	Car Wash WW-27	6.66
22576209	98164	3/17/2015	Day Auto Supply, Inc	643920	2/26/2015	One box of radial tire patches for Shop	4.29
22576209	98164	3/17/2015	Day Auto Supply, Inc	643941	2/26/2015	One gallon of engine coolant for WW-3	3.40
22576209	98222	3/19/2015	Day Auto Supply, Inc	645274	3/11/2015	Hydraulic hose and two fittings for WW-11	12.16
22576209	98232	3/19/2015	GARRETT MOTORS	5008173 1W	2/26/2015	One inside drivers side door handle WW-3	17.91
22576209	98270	3/23/2015	Day Auto Supply, Inc	644288	3/2/2015	Wiper blades for WW-4	4.12
22576305	98270	3/23/2015	Day Auto Supply, Inc	644921	3/9/2015	Two new batteries for boom truck WW-10	36.69
22576306	6179709	3/5/2015	WEX BANK	39656059	1/31/2015	FUEL EXPENSE	505.81

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
22588217	98198	3/17/2015	Tri-City Express Care, PLLC	1846939	1/10/2015	DOT physical for CDL medical renewal	12.50
22588304	98028	3/4/2015	Cintas Corporation Lock 696	696795604	2/13/2015	Weekly fee for uniforms and mats for PW Dept.	37.11
22588304	98161	3/17/2015	Cintas Corporation Lock 696	696797798	2/20/2015	Weekly fee for uniforms and mats for PW Dept.	6.23
22588304	98161	3/17/2015	Cintas Corporation Lock 696	696800021	2/27/2015	Weekly fee for uniforms and mats for PW Dept.	6.23
22588304	98161	3/17/2015	Cintas Corporation Lock 696	696802225	3/6/2015	Weekly fee for uniforms and mats for PW Dept.	6.23
22588304	98220	3/19/2015	Cintas Corporation Lock 696	696784574	1/9/2015	Weekly fee for uniforms and mats for PW Dept.	6.23
22588304	98330	3/31/2015	Cintas Corporation Lock 696	69*6806635	3/20/2015	Weekly fee for uniforms and mats for PW Dept.	6.23
22588304	98330	3/31/2015	Cintas Corporation Lock 696	696804453	3/13/2015	Weekly fee for uniforms and mats for PW Dept.	6.23
22588304	98338	3/31/2015	Larry O. Garcia Jr.	REF WKBOOTS 31	3/13/2015	Reimbursement for work boots	130.43
22588311	98031	3/4/2015	Day Auto Supply, Inc	642600	2/13/2015	Two drill bit sets	7.20
22588311	98031	3/4/2015	Day Auto Supply, Inc	642633	2/13/2015	Tool for removing Ford fan clutch/ Shop	51.71
22588311	98072	3/11/2015	HOME DEPOT CREDIT SERVICES	8020838	2/25/2015	One 4 1/2 Electrical DeWalt Grinder for Shop"	170.26
22588311	98164	3/17/2015	Day Auto Supply, Inc	644024	2/27/2015	One telescopic mirror for Shop	16.29
22588311	98164	3/17/2015	Day Auto Supply, Inc	644943	3/9/2015	Wire retainer for bench grinder	2.82
22588311	98164	3/17/2015	Day Auto Supply, Inc	644989	3/9/2015	One bench grinder with wire wheels	301.08
22588311	98222	3/19/2015	Day Auto Supply, Inc	645185	3/10/2015	Credit	(2.82)
Facility Services							
32502207	98034	3/4/2015	Five Star Carpet Cleaning	21497-01	2/24/2015	Carpet Cleaning for Finance side of Town Hall	131.68
32502207	98043	3/4/2015	UNITED EXTERMINATING	174736	2/2/2015	Exterminating fees	45.00
32502207	98106	3/11/2015	UNITED EXTERMINATING	172001	3/2/2015	Exterminating fees- C/D	35.00
32502207	98106	3/11/2015	UNITED EXTERMINATING	174729	2/2/2015	Exterminating fees	25.00
32502207	98106	3/11/2015	UNITED EXTERMINATING	174744	3/2/2015	Exterminating fees	25.00
32502207	98106	3/11/2015	UNITED EXTERMINATING	174745	3/2/2015	Exterminating fees-PW	45.00
32502207	98106	3/11/2015	UNITED EXTERMINATING	174747	3/2/2015	Exterminating fees-TN HALL	35.00
32502207	98106	3/11/2015	UNITED EXTERMINATING	174748	3/2/2015	Exterminating fees-Silver King	25.00
32502207	98106	3/11/2015	UNITED EXTERMINATING	174749	3/2/2015	Exterminating fees- I.T.	25.00
32502207	98128	3/13/2015	Five Star Carpet Cleaning	21539	3/5/2015	Carpet Cleaning for Finance side of Town Hall	139.60
32502207	98128	3/13/2015	Five Star Carpet Cleaning	21562	3/10/2015	Carpet Cleaning for Finance side of Town Hall	158.08
32502207	98179	3/17/2015	NATIONAL FIRE CONTROL	AM-011589	3/9/2015	Quarterly billing /Fire alarm monitoring/ McFarland Park	105.00
32502207	98208	3/19/2015	AL & RILEY'S A C	235235	2/24/2015	Emergency repair to Silver King AC	473.76
32502207	98213	3/19/2015	BENSON SYSTEMS	137228	3/1/2015	Fire & Security Monitoring/IT 626 Main	46.11
32502207	98257	3/19/2015	UNITED EXTERMINATING	1720025	3/2/2015	Exterminating Fees	45.00
32502304	98028	3/4/2015	Cintas Corporation Lock 696	696795604	2/13/2015	Weekly fee for uniforms and mats for PW Dept.	0.81
32502304	98120	3/13/2015	BC GRAPHICS	98608	3/6/2015	Custodian's uniform shirts	635.63
32502304	98124	3/13/2015	CARROLL, MICHAEL	REIM 30315	3/3/2015	REIMBURSEMENT FOR WORK BOOTS	139.17
32502304	98161	3/17/2015	Cintas Corporation Lock 696	696797798	2/20/2015	Weekly fee for uniforms and mats for PW Dept.	0.81
32502304	98161	3/17/2015	Cintas Corporation Lock 696	696800021	2/27/2015	Weekly fee for uniforms and mats for PW Dept.	0.81
32502304	98161	3/17/2015	Cintas Corporation Lock 696	696802225	3/6/2015	Weekly fee for uniforms and mats for PW Dept.	0.81

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
32502304	98220	3/19/2015	Cintas Corporation Lock 696	696784574	1/9/2015	Weekly fee for uniforms and mats for PW Dept.	0.81
32502304	98330	3/31/2015	Cintas Corporation Lock 696	69*6806635	3/20/2015	Weekly fee for uniforms and mats for PW Dept.	0.81
32502304	98330	3/31/2015	Cintas Corporation Lock 696	696804453	3/13/2015	Weekly fee for uniforms and mats for PW Dept.	0.81
32502311	98129	3/13/2015	Florence True Value Hardware	216049	3/3/2015	Concrete drill bits for FM	28.90
32502316	958518	3/16/2015	COMPLIANCE SIGNS	02282015 STMT	2/20/2015	Smoke-Free Arizona signs for TOF Depts.	214.20
32502316	98028	3/4/2015	Cintas Corporation Lock 696	696795604	2/13/2015	Weekly fee for uniforms and mats for PW Dept.	35.53
32502316	98028	3/4/2015	Cintas Corporation Lock 696	696797799	2/20/2015	Weekly fee for uniforms and mats for Utility Dept.	9.17
32502316	98031	3/4/2015	Day Auto Supply, Inc	642884	2/17/2015	Gold filler (Putty) for Silver King Railing	18.47
32502316	98040	3/4/2015	New-Tech Electric & Commun	155	2/13/2015	Installation of 110V circuit for receptacle / I.T.	176.48
32502316	98040	3/4/2015	New-Tech Electric & Commun	156	2/13/2015	Replacement of 3 ballasts in Council room	368.99
32502316	98040	3/4/2015	New-Tech Electric & Commun	157	2/13/2015	Replace 2 ballasts, repair of diffuser in old IT office	229.95
32502316	98057	3/11/2015	BRUTINEL PLUMBING & ELEC	119364	1/23/2015	In-line video camera to locate sewer line	435.00
32502316	98069	3/11/2015	Florence True Value Hardware	215854	2/19/2015	Nuts, bolts and screws for Silver King handrails	3.52
32502316	98072	3/11/2015	HOME DEPOT CREDIT SERVICES	13619	2/23/2015	Galvanized lag screws for Silver King railing	55.11
32502316	98072	3/11/2015	HOME DEPOT CREDIT SERVICES	9024665	2/24/2015	Lag screws for Silver King railing	19.82
32502316	98072	3/11/2015	HOME DEPOT CREDIT SERVICES	9135234	2/23/2015	Credit	(52.33)
32502316	98072	3/11/2015	HOME DEPOT CREDIT SERVICES	9185235	2/24/2015	Three lag screws for Silver King railing	10.26
32502316	98129	3/13/2015	Florence True Value Hardware	216029	3/2/2015	Paint / supplies for Town Hall	109.30
32502316	98161	3/17/2015	Cintas Corporation Lock 696	696797798	2/20/2015	Weekly fee for uniforms and mats for PW Dept.	35.53
32502316	98161	3/17/2015	Cintas Corporation Lock 696	696800021	2/27/2015	Weekly fee for uniforms and mats for PW Dept.	35.53
32502316	98161	3/17/2015	Cintas Corporation Lock 696	696800022	2/27/2015	Weekly fee for uniforms and mats for Utility Dept.	9.17
32502316	98161	3/17/2015	Cintas Corporation Lock 696	696802225	3/6/2015	Weekly fee for uniforms and mats for PW Dept.	35.53
32502316	98220	3/19/2015	Cintas Corporation Lock 696	696784574	1/9/2015	Weekly fee for uniforms and mats for PW Dept.	35.53
32502316	98220	3/19/2015	Cintas Corporation Lock 696	696802226	3/6/2015	Weekly fee for uniforms and mats for Utility Dept.	9.17
32502316	98221	3/19/2015	Clemans Plumbing	4697	1/5/2015	Cleaned drain lines at Fire Dept. Inv#4697	89.00
32502316	98221	3/19/2015	Clemans Plumbing	4706	12/22/2014	Unclogged Sewer lines at Fitness Center Inv.#4706	267.00
32502316	98221	3/19/2015	Clemans Plumbing	4707	1/13/2015	Unclogged Sewer lines at Fitness Center Inv.#4707	89.00
32502316	98330	3/31/2015	Cintas Corporation Lock 696	69*6806635	3/20/2015	Weekly fee for uniforms and mats for PW Dept.	35.53
32502316	98330	3/31/2015	Cintas Corporation Lock 696	696804453	3/13/2015	Weekly fee for uniforms and mats for PW Dept.	35.53
Water Utility Services							
51219000	97360	Multiple	TEMPORARY VENDOR	HYD REF-3394	1/7/2015	Hydrant Water Deposit Refund	(945.65)
51219000	98080	3/11/2015	TEMPORARY VENDOR	10709020	3/3/2015	Refund water deposit	85.42
51219000	98227	3/19/2015	TEMPORARY VENDOR	10121405	3/16/2015	Refund water deposit	63.77
51219000	98242	3/19/2015	TEMPORARY VENDOR	201305	3/16/2015	Refund water deposit	208.42
51219000	98258	3/19/2015	TEMPORARY VENDOR	509047	3/16/2015	Refund water deposit	52.35
51219000	98263					Voided Check	-
51219000	98266	3/23/2015	TEMPORARY VENDOR	10608504	3/18/2015	Refund water deposit	150.00
51219000	98268	3/23/2015	TEMPORARY VENDOR	10603702	3/18/2015	Refund water deposit	150.00

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
51219000	98269	3/23/2015	TEMPORARY VENDOR	10808303	3/18/2015	Refund water deposit	150.00
51219000	98272	3/23/2015	TEMPORARY VENDOR	10500446	3/18/2015	Refund water deposit	125.52
51219000	98273	3/23/2015	TEMPORARY VENDOR	128314	3/19/2015	Refund water deposit	97.04
51219000	98276	3/23/2015	TEMPORARY VENDOR	11202310	3/18/2015	Refund water deposit	150.00
51219000	98278	3/23/2015	TEMPORARY VENDOR	10302432	3/18/2015	Refund water deposit	150.00
51219000	98279	3/23/2015	TEMPORARY VENDOR	10707302	3/18/2015	Refund water deposit	150.00
51219000	98280	3/23/2015	TEMPORARY VENDOR	11400072	3/18/2015	Refund water deposit	150.00
51219000	98282	3/23/2015	TEMPORARY VENDOR	515202	3/18/2015	Refund water deposit	150.00
51219000	98284	3/23/2015	TEMPORARY VENDOR	10808702	3/18/2015	Refund water deposit	150.00
51219000	98285	3/23/2015	TEMPORARY VENDOR	202004	3/18/2015	Refund water deposit	225.00
51219000	98286	3/23/2015	TEMPORARY VENDOR	10708404	3/18/2015	Refund water deposit	150.00
51219000	98287					Voided Check	-
51219000	98290	3/23/2015	TEMPORARY VENDOR	431704	3/18/2015	Refund water deposit	225.00
51219000	98290	3/23/2015	TEMPORARY VENDOR	431805	3/18/2015	Refund water deposit	225.00
51219000	98291	3/23/2015	TEMPORARY VENDOR	313056	3/18/2015	Refund water deposit	75.00
51219000	98292	3/23/2015	TEMPORARY VENDOR	10807104	3/18/2015	Refund water deposit	150.00
51219000	98294	3/23/2015	TEMPORARY VENDOR	10704104	3/18/2015	Refund water deposit	150.00
51219000	98296	3/23/2015	TEMPORARY VENDOR	413013	3/18/2015	Refund water deposit	150.00
51219000	98298	3/23/2015	TEMPORARY VENDOR	10222402	3/18/2015	Refund water deposit	150.00
51219000	98300	3/23/2015	TEMPORARY VENDOR	10602806	3/18/2015	Refund water deposit	150.00
51219000	98304	3/23/2015	TEMPORARY VENDOR	10806103	3/18/2015	Refund water deposit	150.00
51219000	98306	3/23/2015	TEMPORARY VENDOR	10607933	3/18/2015	Refund water deposit	150.00
51219000	98307	3/23/2015	TEMPORARY VENDOR	10110502	3/18/2015	Refund water deposit	150.00
51219000	98308	3/23/2015	TEMPORARY VENDOR	403112	3/18/2015	Refund water deposit	150.00
51219000	98309	3/23/2015	TEMPORARY VENDOR	308302	3/18/2015	Refund water deposit	150.00
51219000	98342	3/31/2015	TEMPORARY VENDOR	10221807	3/25/2015	Refund water deposit	111.31
51219100	98154	3/17/2015	TEMPORARY VENDOR	REF HYD 3394	3/16/2015	Refund Hydrant water deposit	685.04
51277000	98021	3/4/2015	Apache Underground/Excavate	2	1/29/2015	Retainage for CIP WU-73	(18,943.90)
51277000	98021	3/4/2015	Apache Underground/Excavate	3	3/1/2015	Retainage for CIP WU-73	(13,393.70)
51277000	98277	3/23/2015	Garney Companies, Inc.	NO 1	3/10/2015	Retainage invoice No. 1	(3,137.23)
51277000	98301	3/23/2015	Sun Western Contractors Inc.	8-RETAIN	3/18/2015	Less: Retainage	(34,149.84)
51371446	98064	3/11/2015	TEMPORARY VENDOR	10312102	3/3/2015	Overpayment	24.05
51371446	98264	3/23/2015	TEMPORARY VENDOR	10221703	3/19/2015	Overpayment	4.14
51371446	98281	3/23/2015	TEMPORARY VENDOR	301602	3/19/2015	Overpayment	40.50
51574201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	Cell phones	205.67
51574208	958518	3/16/2015	Florenc True Value Hardware	02282015 STMT	2/3/2015	Chlorine and funnels for Maintenance of POC #1	84.72
51574208	958518	3/16/2015	Florenc True Value Hardware	02282015 STMT	2/3/2015	Parts for repairs at Well #1	18.09
51574211	98023	3/4/2015	Arizona Brake & Clutch Supply	476080	2/16/2015	LED beacon for WW-24	121.12
51574211	98029	3/4/2015	COOLIDGE ENGINE & PUMP	6022	2/24/2015	Replaced Blown Fuse, etc.	556.70

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount	
51574211	98203	3/17/2015	USABlueBook - ACCT 703717	576691	2/25/2015	5- Cramer AC Voltage Hour Meter Square	352.44	
51574215	98153	3/17/2015	BIA	15-Mar	3/2/2015	21242-electric	1,346.04	
51574215	98153	3/17/2015	BIA	15-Mar	3/2/2015	21245-electric	11,401.63	
51574215	98211	3/19/2015	ARIZONA PUBLIC SERVICE	15-Mar	3/9/2015	ELECTRIC	3,885.74	
51574217	98111	3/11/2015	WATER WORKS ENGINEERS, LLC	4352	2/17/2015	W/WW-ADEQ Regulatory Reporting Assistance	1,024.26	
51574217	98111	3/11/2015	WATER WORKS ENGINEERS, LLC	4352	2/17/2015	Regulatory Support	3,970.91	
51574217	98155	3/17/2015	CASA GRANDE COURIER, INC.	942	3/1/2015	Courier Fees February 2015 W/WW	252.00	
51574217	98165	3/17/2015	Desert Boring & Excavation	7161	2/27/2015	Emergency excavation @ Adamsville Rd/Willow St	562.50	
51574217	98175	3/17/2015	Legend Technical Svcs., Inc.	1502993	2/28/2015	Analytical Testing for Water February 2015	384.00	
51574217	98191	3/17/2015	smartschoolsplus, inc dba	517-030	3/3/2015	John Mitchell Contract	3,659.62	
51574301	958518	3/16/2015	Dollar General	02282015	STMT	2/1/2015	Office Supplies: highlighters push pins storage trays	6.27
51574301	98087	3/11/2015	OFFICE DEPOT INC	753905080-001	2/19/2015	Office chairs	69.14	
51574301	98087	3/11/2015	OFFICE DEPOT INC	753905080-2	2/19/2015	Office chairs	32.76	
51574301	98087	3/11/2015	OFFICE DEPOT INC	755112199-001	2/11/2015	Office chairs	54.15	
51574301	98087	3/11/2015	OFFICE DEPOT INC	755381677-001	2/13/2015	Office chairs	108.30	
51574301	98087	3/11/2015	OFFICE DEPOT INC	755508554-001	2/19/2015	Credit	(54.15)	
51574301	98087	3/11/2015	OFFICE DEPOT INC	7555381487-001	2/19/2015	Credit	(54.15)	
51574301	98087	3/11/2015	OFFICE DEPOT INC	756209121-001	2/17/2015	Credit	(54.15)	
51574301	98087	3/11/2015	OFFICE DEPOT INC	756209597-001	2/18/2015	One replacement black chair	54.15	
51574301	98183	3/17/2015	OFFICE DEPOT INC	751832477-001	1/26/2015	Office supplies: Manila 1/3 cut folders	5.77	
51574301	98183	3/17/2015	OFFICE DEPOT INC	756572773-001	2/20/2015	Office Supplies: Conference Table	123.02	
51574301	98183	3/17/2015	OFFICE DEPOT INC	757260293-001	2/24/2015	Ergonomic mouse for Utilities Admin Assistant	43.31	
51574302	98159	3/17/2015	CEMEX	9430332595	2/19/2015	100 tons of ABC for Well #5 NTE \$1,100 for Well #5	763.76	
51574302	98169	3/17/2015	Farnsworth Wholesale Co.	S2455028001	3/3/2015	C900 pipe and Gaskets	313.16	
51574302	98169	3/17/2015	Farnsworth Wholesale Co.	S2455028002	3/4/2015	C900 pipe and Gaskets	227.86	
51574302	98215	3/19/2015	Capital One Commercial	25015	2/24/2015	Restock supplies - cups, plates/bowls, silverware	20.00	
51574304	98028	3/4/2015	Cintas Corporation Lock 696	696797799	2/20/2015	Weekly fee for uniforms and mats for Utility Dept.	8.11	
51574304	98161	3/17/2015	Cintas Corporation Lock 696	696800022	2/27/2015	Weekly fee for uniforms and mats for Utility Dept.	8.11	
51574304	98220	3/19/2015	Cintas Corporation Lock 696	696802226	3/6/2015	Weekly fee for uniforms and mats for Utility Dept.	8.11	
51574304	98243	3/19/2015	ENEMUEL MURILLO	REF WKBOOTS315	3/9/2015	Reimbursement for Uniform work boots.	130.55	
51574313	958518	3/16/2015	WALMART STORES INC.	02282015	STMT	2/4/2015	HDMI cable and 25 ft. cord for training equipment	42.77
51574320	958518	3/16/2015	Florenc True Value Hardware	02282015	STMT	2/3/2015	Water line relocation on 22nd- pvc pipe couplings	45.35
51574320	958518	3/16/2015	Florenc True Value Hardware	02282015	STMT	2/18/2015	Utility line repair	6.39
51574320	958518	3/16/2015	REXEL	02282015	STMT	2/13/2015	Repair part for Well #1	93.18
51574320	98069	3/11/2015	Florenc True Value Hardware	215801	2/17/2015	Sewer repair parts - Montana Street	24.95	
51574320	98129	3/13/2015	Florenc True Value Hardware	214084	11/13/2014	Emergency Repair parts Well #5 (INV 214084)	9.64	
51574320	98129	3/13/2015	Florenc True Value Hardware	215195	1/14/2015	Emergency Repair parts Bowling Rd (INV 215195)	152.59	
51574320	98129	3/13/2015	Florenc True Value Hardware	215306	1/21/2015	Emergency Repair parts Butte & Plant Rd	78.93	
51574320	98129	3/13/2015	Florenc True Value Hardware	215365	1/23/2015	Emergency Repair parts Butte & Plant Rd	6.17	

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
51574320	98129	3/13/2015	Florenc True Value Hardware	215828	2/18/2015	Emergency Repair parts School (INV 215828)	45.24
51574320	98129	3/13/2015	Florenc True Value Hardware	215963	2/25/2015	Emergency Repair parts Well #3B (INV 215963)	46.50
51574320	98129	3/13/2015	Florenc True Value Hardware	216102	3/5/2015	Misc. Brass Bushings for Utility line repairs	814.98
51574320	98169	3/17/2015	Farnsworth Wholesale Co.	S2453982001	3/3/2015	Padlock Style Hydrant Lock	188.66
51574320	98228	3/19/2015	Farnsworth Wholesale Co.	S2453973001	2/26/2015	3 Hydrant Extensions	1,078.00
51574320	98228	3/19/2015	Farnsworth Wholesale Co.	S2453973002	3/9/2015	1 Hydrant Extensions	640.00
51574320	98228	3/19/2015	Farnsworth Wholesale Co.	S2453973002	3/9/2015	3 Hydrant Extensions	588.92
51574402	958518	3/16/2015	Joe's Real BBQ	02282015 STMT	2/12/2015	Meeting regarding Main St Rehab project T39.	38.30
51574406	98209	3/19/2015	ARIZONA BLUE STAKE, INC.	2015-AA0246	1/31/2015	2015 Annual Assessment for Pinal County	659.21
51574406	98251	3/19/2015	Pinal County Water	2014-01	9/30/2014	14/15 Contribution for PCWAA Executive Director	20,000.00
51574507	98129	3/13/2015	Florenc True Value Hardware	214769	12/18/2014	CIP U-30 Paint & supplies Hydrants(INV 214769)	63.80
51581507	98021	3/4/2015	Apache Underground/Excavate	2	1/29/2015	CIP WU-73 Bailey St & 12th St Water Line extension	189,439.00
51581507	98021	3/4/2015	Apache Underground/Excavate	3	3/1/2015	CIP WU-73 Bailey St & 12th St Water Line extension	133,937.00
51581507	98111	3/11/2015	WATER WORKS ENGINEERS, LLC	4352	2/17/2015	CIP U-34 Well 3B Construction	4,504.00
51581507	98111	3/11/2015	WATER WORKS ENGINEERS, LLC	4352	2/17/2015	CIP U-26 North Reservoir Upgrades CM	3,992.00
51581507	98168	3/17/2015	EPS GROUP	13-33010	2/18/2015	Well #4 to #5 Water Transmission Line Ext.Project	17,559.41
51581507	98168	3/17/2015	EPS GROUP	13-3302-8	2/18/2015	Waterline along SR 79 Caliente to Vista Hermosa	10,152.50
51581507	98194	3/17/2015	Sunrise Engineering, Inc.	76282	2/19/2015	Bailey St Water line Phase 0001 thru 1/31/15	17,367.05
51581507	98277	3/23/2015	Garney Companies, Inc.	1	3/10/2015	CIP WU-26 North Reservoir & Booster Pump Station	31,372.30
51581507	98301	3/23/2015	Sun Western Contractors Inc.	8	2/28/2015	CIP WU-34 Well 3B Improvements	341,498.40
Sewer Utility Services							
52277000	98162	3/17/2015	Currier Construction, Inc.	6-RETAIN	3/1/2015	Retainage for invoice #6	(9,972.58)
52575201	98108	3/11/2015	Verizon Wireless	9740980233	2/21/2015	Cell phones	205.66
52575208	98023	3/4/2015	Arizona Brake & Clutch Supply	476080	2/16/2015	LED beacon for WW-24	60.55
52575211	98036	3/4/2015	HACH COMPANY	9241062	2/12/2015	SC200 Controller, AC-DC, 2 DIG	2,019.73
52575211	98144	3/17/2015	A.C. Sanitation Service, LLC	7961-102	3/3/2015	Landfill fees Feb. 2015 Bio-solid Waste Removal	16,223.48
52575211	98254	3/19/2015	RIPPLE INDUSTRIES	1552	3/4/2015	Installation of influent flow meter; replacement turbidity	495.00
52575217	98111	3/11/2015	WATER WORKS ENGINEERS, LLC	4352	2/17/2015	W/WW-ADEQ Regulatory Reporting Assistance	512.12
52575217	98111	3/11/2015	WATER WORKS ENGINEERS, LLC	4352	2/17/2015	Regulatory Support	1,985.46
52575217	98155	3/17/2015	CASA GRANDE COURIER, INC.	942	3/1/2015	Courier Fees February 2015 W/WW	982.00
52575217	98175	3/17/2015	Legend Technical Svcs., Inc.	1502996	2/28/2015	Analytical Testing for SWWTP February 2015	2,165.40
52575217	98191	3/17/2015	smartschoolsplus, inc dba	517-030	3/3/2015	John Mitchell Contract	3,659.62
52575217	98253	3/19/2015	Pro-Tec Environmental, Inc.	15030401	3/4/2015	Clean Post EQ Basin @ SWWTP-NTE \$3000	1,782.50
52575301	958518	3/16/2015	Dollar General	02282015 STMT	2/1/2015	Office Supplies: highlighters push pins storage trays	3.14
52575301	98087	3/11/2015	OFFICE DEPOT INC	753905080-001	2/19/2015	Office chairs	34.57
52575301	98087	3/11/2015	OFFICE DEPOT INC	753905080-2	2/19/2015	Office chairs	16.37
52575301	98087	3/11/2015	OFFICE DEPOT INC	755112199-001	2/11/2015	Office chairs	27.07
52575301	98087	3/11/2015	OFFICE DEPOT INC	755381677-001	2/13/2015	Office chairs	54.14

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
52575301	98087	3/11/2015	OFFICE DEPOT INC	755508554-001	2/19/2015	Credit	(27.07)
52575301	98087	3/11/2015	OFFICE DEPOT INC	7555381487-001	2/19/2015	Credit	(27.07)
52575301	98087	3/11/2015	OFFICE DEPOT INC	756209121-001	2/17/2015	Credit	(27.07)
52575301	98087	3/11/2015	OFFICE DEPOT INC	756209597-001	2/18/2015	One replacement black chair	27.07
52575301	98183	3/17/2015	OFFICE DEPOT INC	756572773-001	2/20/2015	Office Supplies: Conference Table	61.51
52575301	98183	3/17/2015	OFFICE DEPOT INC	758326226-001	3/2/2015	Office Supplies: Stacking letter trays for SWWTP & NWW	23.49
52575302	98036	3/4/2015	HACH COMPANY	9241191	2/12/2015	Lab Supplies: TNT832, TNT831, TNT835, TNT822	474.26
52575302	98036	3/4/2015	HACH COMPANY	9243360	2/13/2015	Lab Supplies: pH Liquid Probe, STD, w/1m Cable	316.77
52575302	98036	3/4/2015	HACH COMPANY	9247347	2/17/2015	Lab Supplies: TNT832, TNT831, TNT835, TNT822	396.02
52575302	98044	3/4/2015	USABlueBook - ACCT 703717	567099	2/12/2015	Lab Supplies: micro pipettes, pipet brush, Bottles	281.56
52575302	98215	3/19/2015	Capital One Commercial	25015	2/24/2015	Restock supplies - cups, plates/bowls, silverware	10.00
52575302	98236	3/19/2015	HACH COMPANY	9265700	3/2/2015	Lab Supplies: PAO Standard, Sampler dipper etc.	171.31
52575302	98236	3/19/2015	HACH COMPANY	9265951	3/2/2015	Lab Supplies: Nitrate, TNT+ HR (TNT836)	190.20
52575304	98028	3/4/2015	Cintas Corporation Lock 696	696797799	2/20/2015	Weekly fee for uniforms and mats for Utility Dept.	9.63
52575304	98161	3/17/2015	Cintas Corporation Lock 696	696800022	2/27/2015	Weekly fee for uniforms and mats for Utility Dept.	9.63
52575304	98220	3/19/2015	Cintas Corporation Lock 696	696802226	3/6/2015	Weekly fee for uniforms and mats for Utility Dept.	9.63
52575310	98171	3/17/2015	HILL BROTHERS CHEMICAL CO	5082178	2/26/2015	Restock of Sodium Bisulfate for SWWTP NTE \$4000	3,037.40
52575313	958518	3/16/2015	WALMART STORES INC.	02282015 STMT	2/4/2015	HDMI cable and 25 ft. cord for training equipment	42.76
52575320	98129	3/13/2015	Florenc True Value Hardware	215280	1/20/2015	Emergency SWWTP line repair (INV 215280)	13.74
52575320	98253	3/19/2015	Pro-Tec Environmental, Inc.	15022401	2/24/2015	Sewer Line cleaning project	4,743.75
52575403	98249	3/19/2015	PATRICK KLEMME	REIM ADEQ3	3/16/2015	Reimbursement ADEQ Operator Cert WW Treat. Grade 3	43.50
52576208	98023	3/4/2015	Arizona Brake & Clutch Supply	476080	2/16/2015	LED beacon for WW-24	60.55
52576208	98130	3/13/2015	GRAINGER, INC.	9675331020	2/24/2015	NWWTP: motor 6K674 GP Mtr, CS TEFC, 1 HP, 1750	298.00
52576211	958518	3/16/2015	Florenc True Value Hardware	02282015 STMT	2/18/2015	Misc. nuts bolts screws for NWWTP	32.50
52576211	98027	3/4/2015	Casa Gande Pumping Svc., Inc	9034	2/18/2015	Sludge Hauling from N to S Plant 8 loads	2,300.00
52576211	98129	3/13/2015	Florenc True Value Hardware	216055	3/3/2015	NWWTP: emergency purchase Nylon Cord, Washers	11.22
52576211	98216	3/19/2015	Casa Gande Pumping Svc., Inc	9089	3/4/2015	Sludge Hauling from N to S Plant 8 loads	2,300.00
52576215	98153	3/17/2015	BIA	15-Mar	3/2/2015	21241-electric	3,522.89
52576215	98211	3/19/2015	ARIZONA PUBLIC SERVICE	15-Mar	3/9/2015	ELECTRIC	23,769.24
52576217	98111	3/11/2015	WATER WORKS ENGINEERS, LLC	4352	2/17/2015	W/WW-ADEQ Regulatory Reporting Assistance	512.12
52576217	98111	3/11/2015	WATER WORKS ENGINEERS, LLC	4352	2/17/2015	Regulatory Support	1,985.46
52576217	98155	3/17/2015	CASA GRANDE COURIER, INC.	942	3/1/2015	Courier Fees February 2015 W/WW	982.00
52576217	98175	3/17/2015	Legend Technical Svcs., Inc.	1502994	2/28/2015	Analytical Testing for NWWTP February 2015	810.00
52576301	958518	3/16/2015	Florenc True Value Hardware	02282015 STMT	2/1/2015	Office Supplies: highlighters push pins storage trays	3.14
52576301	98087	3/11/2015	OFFICE DEPOT INC	753905080-001	2/19/2015	Office chairs	34.57
52576301	98087	3/11/2015	OFFICE DEPOT INC	753905080-2	2/19/2015	Office chairs	16.37
52576301	98087	3/11/2015	OFFICE DEPOT INC	755112199-001	2/11/2015	Office chairs	27.07
52576301	98087	3/11/2015	OFFICE DEPOT INC	755381677-001	2/13/2015	Office chairs	54.14
52576301	98087	3/11/2015	OFFICE DEPOT INC	755508554-001	2/19/2015	Credit	(27.07)

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
52576301	98087	3/11/2015	OFFICE DEPOT INC	7555381487-001	2/19/2015	Credit	(27.07)
52576301	98087	3/11/2015	OFFICE DEPOT INC	756209121-001	2/17/2015	Credit	(27.07)
52576301	98087	3/11/2015	OFFICE DEPOT INC	756209597-001	2/18/2015	One replacement black chair	27.07
52576301	98183	3/17/2015	OFFICE DEPOT INC	756572773-001	2/20/2015	Office Supplies: Conference Table	61.51
52576301	98183	3/17/2015	OFFICE DEPOT INC	758326226-001	3/2/2015	Office Supplies: Stacking letter trays	23.50
52576302	98036	3/4/2015	HACH COMPANY	9241191	2/12/2015	Lab Supplies: TNT832, TNT831, TNT835, TNT822	474.26
52576302	98036	3/4/2015	HACH COMPANY	9247347	2/17/2015	Lab Supplies: TNT832, TNT831, TNT835, TNT822	396.02
52576302	98044	3/4/2015	USABlueBook - ACCT 703717	567099	2/12/2015	Lab Supplies: micro pipettes, pipet brush, Bottles	281.56
52576302	98215	3/19/2015	Capital One Commercial	25015	2/24/2015	Restock supplies - cups, plates/bowls, silverware	9.99
52576302	98236	3/19/2015	HACH COMPANY	9265951	3/2/2015	Lab Supplies: Nitrate, TNT+ HR (TNT836)	190.19
52576304	98028	3/4/2015	Cintas Corporation Lock 696	696797799	2/20/2015	Weekly fee for uniforms and mats for Utility Dept.	9.63
52576304	98161	3/17/2015	Cintas Corporation Lock 696	696800022	2/27/2015	Weekly fee for uniforms and mats for PW Dept.	9.63
52576304	98220	3/19/2015	Cintas Corporation Lock 696	696802226	3/6/2015	Weekly fee for uniforms and mats for Utility Dept.	9.63
52576310	98224	3/19/2015	DPC ENTERPRISES, L.P.	272000151-15	3/5/2015	10-150 lb. CL2 cylinders for NWWTP	873.60
52576403	98249	3/19/2015	PATRICK KLEMME	REIM ADEQ3	3/16/2015	Reimburse ADEQ Operator Cert WW Treatment	43.50
52581501	98111	3/11/2015	WATER WORKS ENGINEERS, LLC	4352	2/17/2015	CIP U-83 SWWTP Admin building	8,667.00
52581507	98111	3/11/2015	WATER WORKS ENGINEERS, LLC	4352	2/17/2015	CIP U-83 SWWTP Chlorine System/EPS	10,944.50
52581507	98111	3/11/2015	WATER WORKS ENGINEERS, LLC	4352	2/17/2015	SWWTP & Filters Master Plan & Prelim Design	2,503.00
52581507	98162	3/17/2015	Currier Construction, Inc.	6	3/1/2015	Reuse Pump Station & CL2 Facility Upgrade	199,451.75

Sanitation Services

53219000	98053	3/11/2015	TEMPORARY VENDOR	704851	3/4/2015	Refund Sanitation deposit	75.00
53219000	98056	3/11/2015	TEMPORARY VENDOR	703900	3/4/2015	Refund Sanitation deposit	75.00
53219000	98062	3/11/2015	TEMPORARY VENDOR	700661	3/4/2015	Refund Sanitation deposit	75.00
53219000	98063	3/11/2015	TEMPORARY VENDOR	786180	3/4/2015	Refund Sanitation deposit	51.00
53219000	98066	3/11/2015	TEMPORARY VENDOR	703781	3/4/2015	Refund Sanitation deposit	75.00
53219000	98075	3/11/2015	TEMPORARY VENDOR	704611	3/4/2015	Refund Sanitation deposit	75.00
53219000	98077	3/11/2015	TEMPORARY VENDOR	719741	3/4/2015	Refund Sanitation deposit	75.00
53219000	98078	3/11/2015	TEMPORARY VENDOR	702471	3/4/2015	Refund Sanitation deposit	75.00
53219000	98079	3/11/2015	TEMPORARY VENDOR	711191	3/4/2015	Refund Sanitation deposit	75.00
53219000	98081	3/11/2015	TEMPORARY VENDOR	718791	3/4/2015	Refund Sanitation deposit	75.00
53219000	98091	3/11/2015	TEMPORARY VENDOR	708201	3/4/2015	Refund Sanitation deposit	75.00
53219000	98092	3/11/2015	TEMPORARY VENDOR	715491	3/4/2015	Refund Sanitation deposit	75.00
53219000	98109	3/11/2015	TEMPORARY VENDOR	702482	3/4/2015	Refund Sanitation deposit	75.00
53219000	98132	3/13/2015	TEMPORARY VENDOR	705341	3/9/2015	Refund Sanitation deposit	25.50
53219000	98133	3/13/2015	TEMPORARY VENDOR	709132	3/6/2015	Refund Sanitation deposit	75.00
53371453	98126	3/13/2015	TEMPORARY VENDOR	708331-OP	3/9/2015	Overpayment	187.00
53371453	98299	3/23/2015	TEMPORARY VENDOR	781140OP	3/19/2015	Overpayment	17.00
53571217	98093	3/11/2015	RIGHT AWAY DISPOSAL	953966	2/28/2015	RAD SANIATION CONTRACT Residential	43,577.89

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
53571217	98293	3/23/2015	RIGHT AWAY DISPOSAL	992455	3/31/2015	RAD SANIATION CONTRACT COMMERCIAL Frontload billi	7,417.00
53571301	98097	3/11/2015	Southwestern Business Forms	20465	2/25/2015	Sanitation Service Agreement/Deposit Receipt	258.36
53571304	98028	3/4/2015	Cintas Corporation Lock 696	696795604	2/13/2015	Weekly fee for uniforms and mats for PW Dept.	3.03
53571304	98030	3/4/2015	CURTIS WILLIAMS	REIM 21615	2/16/2015	Reimbursement for Uniform jeans/ Curtis Williams	47.76
53571304	98161	3/17/2015	Cintas Corporation Lock 696	696797798	2/20/2015	Weekly fee for uniforms and mats for PW Dept.	3.03
53571304	98161	3/17/2015	Cintas Corporation Lock 696	696800021	2/27/2015	Weekly fee for uniforms and mats for PW Dept.	3.03
53571304	98161	3/17/2015	Cintas Corporation Lock 696	696802225	3/6/2015	Weekly fee for uniforms and mats for PW Dept.	3.03
53571304	98220	3/19/2015	Cintas Corporation Lock 696	696784574	1/9/2015	Weekly fee for uniforms and mats for PW Dept.	3.03
53571304	98330	3/31/2015	Cintas Corporation Lock 696	69*6806635	3/20/2015	Weekly fee for uniforms and mats for PW Dept.	3.03
53571304	98330	3/31/2015	Cintas Corporation Lock 696	696804453	3/13/2015	Weekly fee for uniforms and mats for PW Dept.	3.03
Grants							
238511505	98140	3/13/2015	RV STRIPES & GRAPHICS, INC.	19327	1/8/2015	Graphics & Logo app on police vehicle	497.69
253506217	98139	3/13/2015	ROSA E. BRUCE dba	FROEBE PHASE 1	3/5/2015	Owner-occupied housing rehabilitation services	3,375.00
253506217	98139	3/13/2015	ROSA E. BRUCE dba	RUIZ50 PHASE 1	3/5/2015	Owner-occupied housing rehabilitation services	1,687.50
253506217	98346	3/31/2015	ROSA E. BRUCE dba	UNIT 2 2ND	3/24/2015	Owner-occupied housing rehabilitation services	1,687.50
253506222	98230	3/19/2015	FLORENCE PARK APARTMENTS	RENAPP31315	3/13/2015	Rental Application Processing Fee	40.00
254506506	98045	3/11/2015	AHS Rescue, LLC	9244	2/20/2015	261 miscellaneous Technical rescue items	9,776.32
SLIDs							
300506215	98146	3/17/2015	Arizona Public Service Company	454526287 315	3/6/2015	SLID #1-Merrill Ranch	1,549.22
301506215	98146	3/17/2015	Arizona Public Service Company	521526288 315	3/6/2015	SLID #2 Merrill Ranch	1,829.83
302506215	98146	3/17/2015	Arizona Public Service Company	915626281 315	3/6/2015	SLID #3 Merrill Ranch	596.98
Judicial Collection Enhancement							
532503231	98147	3/17/2015	Arizona Supreme Court	2015-00001172	3/6/2015	Printer/computer leases for 6 months	1,875.00
Fill The Gap Fund							
540503403	98210	3/19/2015	Arizona Courts Association	ENRIQUEZDUES	3/17/2015	Conference Fees/membership renewal	280.00
Water Improvement District							
541160000	98275	3/23/2015	TEMPORARY VENDOR	10011880/INTAM	3/19/2015	Mis-quoted on pay-off (interest amt) refund	13.64
Impound Fund							
566511408	98335	3/31/2015	HUGHES TOWING	11660	2/23/2015	FORD F150 for transmission	100.00
CFDs							
910513217	98173					Voided Check	-
910513217	98206	3/17/2015	WILLDAN	512991	8/5/2014	SA Bond Professional services	560.00

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
910514217	98206	3/17/2015	WILLDAN	512991	8/5/2014	SA Bond Professional services	560.00
910515217	98206	3/17/2015	WILLDAN	512991	8/5/2014	SA Bond Professional services	560.00
920501217	98206	3/17/2015	WILLDAN	513338	2/6/2015	Review Cost binders from Pulte	500.00
920510217	98206	3/17/2015	WILLDAN	513287	1/15/2015	Unit 36 professional services for Pulte	1,203.75
957506217	98163	3/17/2015	David Taussig & Associates Inc	1501108	1/31/2015	SA Bonds Annual Disclosure report	502.55
957506217	98163	3/17/2015	David Taussig & Associates Inc	1501110	1/31/2015	Annual Disclosure reporting-Go Bonds	2,982.55
958506217	98163	3/17/2015	David Taussig & Associates Inc	1501109	1/31/2015	SA Bonds Annual Disclosure report	502.54
958506217	98163	3/17/2015	David Taussig & Associates Inc	1501111	1/31/2015	Annual Disclosure reporting-Go Bonds	2,982.01

Total Warrants	2,778,802.80
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TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 7b.

MEETING DATE: May 4, 2015

DEPARTMENT: Parks and Recreation

STAFF PRESENTER: Bryan Hughes,
Parks and Recreation Director

SUBJECT: Arbor Day Proclamation/Tree City USA

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
 - Regulatory
 - 1st Reading
 - 2nd Reading
- Other

RECOMMENDED MOTION/ACTION:

Proclaim April 24, 2015 as Arbor Day in the Town of Florence and recognize the Town of Florence as a Tree City USA community for the ninth consecutive year.

BACKGROUND/DISCUSSION:

Each year, the National Arbor Day Foundation, in cooperation with the USDA Forest Service and National Association of State Foresters, requests local communities to demonstrate their support of urban and community forestry programs throughout the country by executing proclamations supporting their cause.

This year, on April 22, 2015, Vice-Mayor Walter joined Parks and Recreation staff and children from the Before and After the Bell program to plant a tree at Heritage Park and read the proclamation recognizing Arbor Day in Florence, Arizona. The tree was donated by the Florence Future Forward Foundation, Inc.

On April 23, 2015, John Nixon, Recreation Coordinator, represented the Town at the State Arbor Day Celebration and the Tree City Awards Ceremony at the State Capital. The Town of Florence was recognized as a Tree City Community for the ninth consecutive year.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Proclaim April 24, 2015 as Arbor Day in the Town of Florence and recognize the Tree City USA designation.

ATTACHMENTS:

None

TOWN OF FLORENCE

Office of the Mayor

Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Tom J. Rankin, Mayor of the Town of Florence, do hereby proclaim April 24, 2015 as

Arbor Day

In the Town of Florence, Arizona, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED this 22nd day of April 2015.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 7c.

MEETING DATE: May 4, 2015

DEPARTMENT: Administration

STAFF PRESENTER: Lisa Garcia
Deputy Town Manager/Town Clerk

SUBJECT: Foster Care Month

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
 - Regulatory
 - 1st Reading
 - 2nd Reading
- Other

RECOMMENDED MOTION/ACTION:

Declare May 2015 as Foster Care Month

BACKGROUND/DISCUSSION:

Pinal County Juvenile Court is requesting the Town's support in honoring the many individuals who open their hearts and homes to the many children who are in the foster care system. Pinal County has over 1,100 children in its foster care system. More foster homes are desperately needed. Throughout the month of May, by honoring foster families, Pinal County hopes to help retain, recruit and support foster families.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Proclaim May 2015 as Foster Care Month

ATTACHMENTS:

Proclamation
Letter from Pinal County Juvenile Court

Proclamation

FOSTER CARE MONTH MAY 2015

WHEREAS, the family, serving as the primary source of love, identity, self-esteem and support is the very foundation of our communities and our State; and

WHEREAS, in Pinal County, there are over 1,100 children and youth in foster care being provided with a safe, secure and stable home along with the compassion and nurture of a foster family; and

WHEREAS, all young people in foster care need a meaningful connection to a caring adult who becomes a supportive and lasting presence in their lives; and

WHEREAS, foster, kinship, and adoptive families who open their homes and hearts and support children whose families are in crisis, play a vital role in helping children and families heal and reconnect thereby launching young people into successful adulthood; and

WHEREAS, dedicated foster families frequently adopt foster children, resulting in a greater need for more foster families; and

WHEREAS, there are numerous individuals, public and private organizations who work to increase public awareness of the needs of children in and leaving foster care, as well as the enduring and valuable contribution of foster parents, and the foster care “system” is only as good as those who choose to be part of it.

NOW THEREFORE, I, Tom J. Rankin, by virtue of the authority vested in me as Mayor of the Town of Florence, Arizona, do hereby proclaim May 2015 as “FOSTER CARE MONTH” in Florence, Arizona, and urge all citizens to come forward and do something positive that will help change a lifetime for children and youth in foster care.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk



Superior Court of Arizona
Pinal County

Brenda E. Oldham
Judge

Division VIII

April 8, 2015

Mayor Tom Rankin
PO Box 2670
Florence, AZ 85132

Dear Mayor Rankin,

On behalf of the Pinal County Juvenile Court, I would like to ask for your support of Pinal County's children and youth in foster care. I hope that you will join us in honoring the many individuals and organizations serving these young people – *and the youth themselves* – by declaring May as "Foster Care Month."

In Pinal County alone, we currently have over 1,100 children in our foster care system. Nationally, there are nearly 300,000 children in foster care, and not nearly enough licensed foster homes. More foster families are desperately needed. Throughout the month of May, by honoring foster families, we hope to help retain, recruit and support foster families.


I hope you will acknowledge and demonstrate your support of these efforts by officially declaring May to be Foster Care Month. This national celebration is the perfect time for highlighting the many ways local citizens can get involved for the children and families right here in Pinal County.

I have enclosed a draft proclamation for your consideration. Thank you for your continuing support.

Sincerely,

Brenda E. Oldham
Pinal County Presiding Juvenile Judge

enc: Foster Care Month Proclamation

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7d.
MEETING DATE: May 4, 2015 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution No. 1507-15: Final Plat of Merrill Ranch Unit 53		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1507-15: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR MERRILL RANCH UNIT 53; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BACKGROUND/DISCUSSION:

Pulte Homes requests approval of this proposed subdivision located within the Merrill Ranch Planned Unit Development (PUD). This portion of the Merrill Ranch PUD is located directly south of the Anthem at Merrill Ranch PUD. The Merrill Ranch PUD was amended in 2013 from commercial/employment to residential in order for Pulte Homes to expand future phases of the Parkside community into this area.

This subdivision includes 172 single-family residential lots and three access points into the subdivision. The north access point will connect with American Way. The east access point will connect with Constitutional Way. The south access point will connect to a future roadway. The typical lot varies between 45'x115' (5,175 square feet (SF) and 65'x115' (7,475 SF). Lot sizes will range between 5,151 SF to 16,954 SF due to unit configuration.

The proposed density of this subdivision is 4.1 dwelling units per acre. This subdivision expands the current and planned network of green belts and walking trails for Anthem at Merrill Ranch with 8.4 acres dedicated to open space within the community.

The Preliminary Plat for Unit 53 was approved by the Planning and Zoning Commission on January 15, 2015. All planned subdivision improvements have been approved by the Town Engineer and Fire Marshall and will be constructed to Town specifications. Street names and addresses have been approved by the Town's GIS Coordinator. Water and sewer infrastructure will be provided by Johnson Utilities.

FINANCIAL IMPACT:

Pulte Homes will construct the roadways within this subdivision to Town standards. The Town will maintain the roadways after the end of the construction warranty period.

Development of this subdivision allows for continued rooftop development and population growth within the Town of Florence, which subsequently will facilitate new employment and commercial opportunities.

RECOMMENDATION:

Motion to adopt Resolution No. 1507-15 for the Final Plat of Merrill Ranch Unit 53.

ATTACHMENTS:

Resolution No. 1507-15
Final Plat for Merrill Ranch Unit 53

RESOLUTION NO. 1507-15

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR MERRILL RANCH UNIT 53; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. Approve the Final Plat for Merrill Ranch Unit 53 subject to Developer/Owner's compliance with all applicable laws and ordinances.
2. Require that the Developer/Owner secures its provision of the installation or construction of the required improvements with one of the following alternatives prior to execution of the plat by Town officials and employees and recordation of the Final Plat with the Office of the Pinal County Recorder:
 - a. Provide an infrastructure improvement assurance in an amount of the full cost, as determined by the Town Engineer, of the materials and the installation or construction necessary to complete the subdivision improvements. Said guarantee shall be in the form of a performance bond, an irrevocable letter of credit, or cash funds in escrow or on deposit with the Town prior to recording of the Final Plat. The required improvements for which the guarantee is provided must be completed within 12 months of recordation of the Final Plat or the Town may, without further Council action, declare the financial guarantee to be in default, call on the guarantee, and require that all the improvements be installed; or
 - b. At the request of the Developer/Owner, the Developer/Owner shall enter into an agreement which shall require completion of the required improvements no later than twelve months from the date this Final Plat is approved herein and the Town Community Development Director shall withhold recordation of the Final Plat in the Office of the Pinal County Recorder until the Town Engineer has verified such completion. If Developer/Owner does not complete the improvements within 12 months of this approval, the approval shall expire and be deemed withdrawn; or
 - c. The Town of Florence may allow the Final Plat to be recorded prior to the completion of required subdivision improvements and without the provision of a financial subdivision assurance if the Town and subdivision homebuilder mutually agree to withhold the Certificate of

Occupancy for all homes within the subdivision until all subdivision improvements are completed and accepted by the Town of Florence.

3. Authorize execution by the Town Manager of any documentation necessary to provide the above-referenced infrastructure improvement assurance and/or agreement requiring completion of the public improvements.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 4th day of May 2015.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

FINAL PLAT MERRILL RANCH UNIT 53 (TOWN OF FLORENCE, AZ)

SITUATED WITHIN THE WEST HALF OF SECTION 30,
TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN,
TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

DECLARATION, TITLE WARRANTY AND DEDICATION

STATE OF ARIZONA }
COUNTY OF PINAL } ss.

KNOW ALL MEN BY THESE PRESENTS:

PULTE HOME CORPORATION, A MICHIGAN CORPORATION, (HEREINAFTER REFERRED TO IN THIS PLAT AS THE "MASTER DEVELOPER"), AS OWNER HAS SUBDIVIDED UNDER THE NAME MERRILL RANCH - UNIT 53, LOCATED WITHIN THE WEST HALF OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AND HEREBY DECLARES THIS PLAT SETS FORTH THE LOCATION AND DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT SAID LOTS, TRACTS AND STREETS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY.

THE "MASTER DEVELOPER" IS THE OWNER OF FE TITLE IN: (A) THE PROPERTY BEING DEDICATED TO THIS PLAT FOR THE PUBLIC PURPOSES AND ALL INCIDENTALS THERE TO; AND (B) THE PROPERTY UPON OR ACROSS WHICH EASEMENTS ARE BEING DEDICATED ON THIS PLAT TO THE PUBLIC. THE "MASTER DEVELOPER" HEREBY WARRANTS TO TOWN OF FLORENCE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, THE TITLE TO SUCH PROPERTY AGAINST ALL PERSONS.

STREET RIGHT-OF-WAY SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, TELECOMMUNICATIONS AND PUBLIC UTILITIES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURB SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION OR THE ABUTTING PROPERTY OWNER.

EASEMENTS ARE DEDICATED AS SHOWN ON THIS PLAT.

AS DESIGNATED ON THIS PLAT, ONE FOOT WIDE VEHICULAR NON-ACCESS EASEMENTS PROHIBITING VEHICULAR INGRESS AND EGRESS ARE HEREBY DEDICATED TO THE PUBLIC UPON ALL LOTS ADJACENT TO DRAINAGE EASEMENTS, TRACTS, OR FACILITIES AND/OR ADJACENT TO ARTERIAL OR COLLECTOR STREETS.

AS DESIGNATED ON THIS PLAT, THREE FOOT WIDE WALL MAINTENANCE EASEMENTS GRANTING ACCESS TO CONSTRUCT AND MAINTAIN OR REPAIR WALLS AND WALL FOOTINGS WITHIN THE WALL MAINTENANCE EASEMENT IS DEDICATED TO THE ANTHEM PARKSIDE AT MERRILL RANCH COMMUNITY ASSOCIATION, INC.

NON-EXCLUSIVE DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, ACROSS AND THROUGH TRACTS A, B, C, D, E, F, G, H, J, K, L & M AND/OR THOSE AREAS DESIGNATED AS SUCH HEREOF. NO USE SHALL BE PERMITTED WITHIN THE DRAINAGE EASEMENTS WHICH WOULD PROHIBIT OR INTERFERE WITH THE DRAINAGE USE. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE ANTHEM PARKSIDE AT MERRILL RANCH COMMUNITY ASSOCIATION, SHOULD THE ASSOCIATION NOT ADEQUATELY MAINTAIN THE DRAINAGE EASEMENTS, THE GOVERNING ENTITY HAVING JURISDICTION OVER THE AREA IN WHICH THE DRAINAGE EASEMENTS ARE LOCATED, AT ITS DISCRETION, MAY ENTER UPON AND MAINTAIN THE DRAINAGE EASEMENTS, AND CHARGE THE COMMUNITY ASSOCIATION THE COST OF THE MAINTENANCE. ALL OTHER EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.

PUBLIC UTILITY FACILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, UNDER, ACROSS AND THROUGHOUT THOSE AREAS DESIGNATED AS SUCH HEREOF FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND REMOVAL OF UNDERGROUND UTILITIES INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, GAS, ELECTRIC, AND TELECOMMUNICATIONS. MAINTENANCE OF THE AREAS SUBJECT TO SUCH PUBLIC UTILITY FACILITY EASEMENTS SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER.

IN WITNESS WHEREOF:

PULTE HOME CORPORATION, AS OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS SUBDIVISION PLAT BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS _____ DAY OF _____, 20____.

By: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } ss.

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED.

_____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

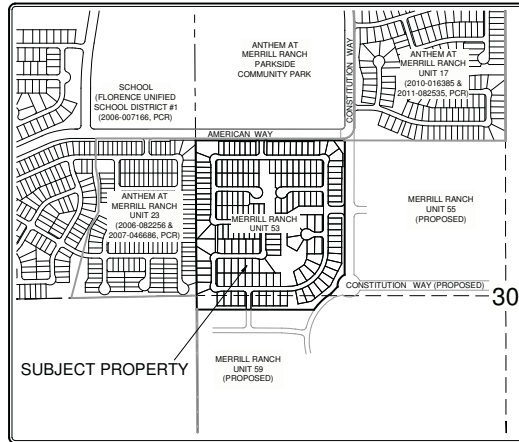
IN WITNESS THEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____, 20____.

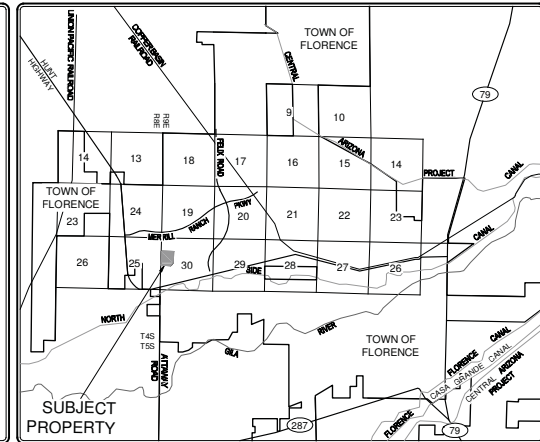
MERRILL RANCH COMMUNITY FACILITIES DISTRICT

NOTWITHSTANDING THE FOREGOING, THE OWNERS HEREBY RESERVE ANY AND ALL INTERESTS IN INFRASTRUCTURE-RELATED REAL PROPERTY. THE RESERVATION OF SUCH INTERESTS IS ONLY TO THE EXTENT NECESSARY TO ACCOMMODATE THE DISTRICT'S ACQUISITION OF, AND PAYMENT TO THE OWNERS FOR, SUCH INTERESTS AND ANY RELATED PUBLIC INFRASTRUCTURE AS CONTEMPLATED BY THE DEVELOPMENT AGREEMENT AND THE PRE-ANNEXATION AGREEMENT. AFTER SUCH ACQUISITION BY THE DISTRICT, THE OWNERS WILL NO LONGER OWN SUCH INTERESTS. FOR PURPOSES OF THE FOREGOING, (A) "OWNERS" MEANS, COLLECTIVELY, PULTE HOME CORPORATION, A MICHIGAN CORPORATION, TOGETHER WITH SUCCESSORS AND ASSIGNS PURSUANT TO THE DEVELOPMENT AGREEMENT, (B) "INFRASTRUCTURE-RELATED REAL PROPERTY" MEANS ANY AND ALL OF THE FOREGOING REAL PROPERTY (I) ON OR OTHERWISE APPURTENANT TO WHICH ANY "PUBLIC INFRASTRUCTURE" (AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED), (II) WHICH ITSELF IS OR IS TO BECOME SUCH PUBLIC INFRASTRUCTURE, OR (III) THE ACQUISITION OF WHICH WOULD CONSTITUTE A "PUBLIC INFRASTRUCTURE PURPOSE" (AS SUCH TERM IS DEFINED IN SUCH SECTION), (C) "PRE-ANNEXATION AGREEMENT" MEANS THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT RECORDED AS FEE NUMBER DOCUMENT 2003-086513 ON THE OFFICIAL RECORDS OF THE PINAL COUNTY RECORDER, (D) "DISTRICT" MEANS THE COMMUNITY FACILITIES DISTRICT TO BE FORMED HEREAFTER BY THE TOWN OF FLORENCE, ARIZONA (THE "MUNICIPALITY") AND PRESENTLY ANTICIPATED TO BE KNOWN AS "MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1," AS CONTEMPLATED BY THE PRE-ANNEXATION AGREEMENT, AND (E) "DEVELOPMENT AGREEMENT" MEANS THE DEVELOPMENT AGREEMENT TO BE ENTERED INTO AMONG THE OWNERS, THE MUNICIPALITY, AND THE DISTRICT.



LOCATION MAP

1" = 500'



VICINITY MAP

NOT TO SCALE

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30, (NORTHWEST CORNER BEING A #8 REBAR 1/2" ALUMINUM CAP MARKED LS 21085, FOUND AND THE WEST QUARTER CORNER BEING A 3" x 6" OLD BRASS CAP "1929", FOUND), TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA; BEARING BEING S00°25'29"E. THE HORIZONTAL DISTANCE BETWEEN MONUMENTS BEING 2844.96'.

SHEET INDEX

SHEET NO.	CONTENTS
1 OF 8	UNIT 53 COVER SHEET
2 OF 8	UNIT 53 INDEX MAP / LEGAL DESCRIPTION
3 OF 8	UNIT 53 LAYOUT
4 OF 8	UNIT 53 LAYOUT
5 OF 8	UNIT 53 LAYOUT
6 OF 8	UNIT 53 LAYOUT
7 OF 8	UNIT 53 SDT DETAILS
8 OF 8	UNIT 53 SDT DETAILS

TRACT AREA TABLE...UNIT 53

TRACT	AREA (AC)	USAGE
TRACT A	0.7024	LANDSCAPE, DRAINAGE, & PUBLIC UTILITY & SEWER EASEMENT
TRACT B	0.1584	LANDSCAPE, DRAINAGE, & PUBLIC UTILITY EASEMENT
TRACT C	0.4687	LANDSCAPE, DRAINAGE, & PUBLIC UTILITY EASEMENT
TRACT D	1.8046	LANDSCAPE, DRAINAGE, & PUBLIC UTILITY EASEMENT
TRACT E	0.9277	LANDSCAPE, DRAINAGE, & PUBLIC UTILITY EASEMENT
TRACT F	0.0477	LANDSCAPE, DRAINAGE, & PUBLIC UTILITY EASEMENT
TRACT G	0.0477	LANDSCAPE, DRAINAGE, & PUBLIC UTILITY EASEMENT
TRACT H	0.0500	LANDSCAPE, DRAINAGE, & PUBLIC UTILITY EASEMENT
TRACT I	0.1063	LANDSCAPE, DRAINAGE, & PUBLIC UTILITY EASEMENT
TRACT J	0.0523	LANDSCAPE, DRAINAGE, & PUBLIC UTILITY EASEMENT
TRACT K	0.0500	LANDSCAPE, DRAINAGE, & PUBLIC UTILITY EASEMENT
TRACT L	0.0392	LANDSCAPE, DRAINAGE, & PUBLIC UTILITY EASEMENT
TRACT M	0.3019	LANDSCAPE, DRAINAGE, & PUBLIC UTILITY EASEMENT

GENERAL NOTES

- ALL-WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS SUBDIVISION.
- ALL PROPOSED DWELLING UNITS SHALL BE SINGLE FAMILY, DETACHED.
- THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTHEM AT MERRILL RANCH.
- PUBLIC UTILITY FACILITY EASEMENT WOULD BE LAND DEDICATED FOR INSTALLATION OF FACILITIES OVERHEAD AND UNDERGROUND, FURNISHED FOR USE BY THE PUBLIC. THIS TYPE OF EASEMENT WILL BE USED TO DEDICATE ACCESS TO PROPERTY AS IN PRIVATE STREET SUBDIVISIONS. ALSO INCLUDED ARE IMPROVEMENTS SUCH AS STREETLIGHTS, TRAFFIC SIGNALS DEVICES, SIDEWALKS, AND FLOOD CONTROL. THESE FACILITIES MAY BE OWNED AND OPERATED BY THE MUNICIPALITY OR DULY AUTHORIZED BY STATE AND MUNICIPAL REGULATIONS.
- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS.
- NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPERE THE FLOW OF WATER THROUGH THE EASEMENTS SHALL BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
- ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN EASEMENTS DEDICATED FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF; NO TREES ARE ALLOWED.
- VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND, OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT. (SEE SHEET 2 FOR DETAIL)
- ALL TRACTS THAT WILL NOT BE DEDICATED TO THE TOWN OF FLORENCE AND ALL COMMON PROPERTY SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE TOWN OF FLORENCE AND SHALL BE CONVEYED BY WARRANTY (OR SPECIAL WARRANTY) DEED TO THE COMMUNITY ASSOCIATION. THE COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.
- ALL PROPERTY LINES SHOWN INTERSECTING AN ARC ARE TO BE ASSUMED RADIAL, UNLESS NOTED AS NON-RADIAL (NR).
- POSITIONAL TOLERANCE FOR WALLS COMMON TO TWO LOTS IS +/-1.00 FOOT FROM COMMON LOT LINE. WALLS COMMON TO A LOT AND A TRACT OR RIGHT-OF-WAY ARE TO BE WITHIN THE WALL MAINTENANCE EASEMENT.
- DEVELOPMENT WITHIN THIS FINAL PLAT SHALL CONFORM WITH THE 2006 INTERNATIONAL FIRE CODE.

WATER AND SEWER SERVICE CERTIFICATION

ANTHEM AT MERRILL RANCH UNIT 53 IS WITHIN THE SERVICE AREA OF JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576. A COMMITMENT TO SUPPLY WATER SERVICE TO THIS PLATTED SUBDIVISION HAS BEEN RECEIVED FROM SAID COMPANY AS EVIDENCED BY JOHNSON UTILITIES DRINKING WATER SERVICE AGREEMENT, A COPY OF WHICH IS SUBMITTED WITH THIS PLAT. ON-SITE SANITARY SEWER DISTRIBUTION LINES WILL BE CONSTRUCTED BY THE DEVELOPER OF THIS SUBDIVISION AND OWNED AND MAINTAINED BY JOHNSON UTILITIES, L.L.C.

JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____
ITS: _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } ss.

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY

APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____, 20____.

COUNTY RIGHT-OF-WAY EASEMENT ABANDONED AS PART OF THIS RECORDING

PCR No. _____ AREA (AC) _____ USAGE _____
DKT 375, PG 572, PCR 1.0923 COUNTY RIGHT-OF-WAY W 1/2 SEC 30, T4S, R9E

APPROVALS

BY ACCEPTANCE OF THIS PLAT, THE TOWN OF FLORENCE AGREES TO THE VACATION OR ABANDONMENT OF THE EASEMENTS DESCRIBED OR SHOWN HEREOF AND BEING VACATED OR ABANDONED.

APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR AND THE TOWN ENGINEER OF THE TOWN OF FLORENCE,

ARIZONA, THIS _____ DAY OF _____, 20____.

APPROVED BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR
TOWN OF FLORENCE, ARIZONA

APPROVED BY: _____ DATE: _____
TOWN ENGINEER
TOWN OF FLORENCE, ARIZONA

APPROVED BY THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, THIS _____ DAY OF _____, 20____.

APPROVED BY: _____ DATE: _____
MAYOR

ATTEST: _____ DATE: _____
TOWN CLERK

RECORDER

STATE OF ARIZONA }
COUNTY OF PINAL } ss.
I hereby certify that the within instrument is filed in the official records of this County as:
File No. _____
Date: _____
Request of: _____
Witness my hand and official seal:
Virginia Ross
Pinal County Recorder
By: _____ Deputy

OWNER/DEVELOPER
PULTE HOME CORP.
16767 PERIMETER DRIVE, SUITE 100
SCOTTSDALE, AZ 85260-1042
480.391.6013

SURVEYOR
BAXTER DESIGN GROUP
7580 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256
480.818.6001

LAND USE INFORMATION

GROSS AREA	41.0435 ACRES
OPEN SPACE	8.4447 ACRES
RIGHT-OF-WAY AREA	6.3450 ACRES
NET AREA	34.8985 ACRES
TOTAL LOTS	172
PROPOSED DENSITY	4.1907 D.U./AC.
ZONING	P.U.D. R-1

UTILITIES AND SERVICES

GAS	SOUTHWEST GAS
SEWER	JOHNSON UTILITIES CO
WATER	JOHNSON UTILITIES CO
ELECTRIC	ARIZONA PUBLIC SERVICE (APS)
TELEPHONE	CENTURION COMM.
SOLID WASTE DISPOSAL	TOWN OF FLORENCE
CABLE	COMMUNICATIONS
POLICE	TOWN OF FLORENCE
FIREFIGHTING	POLICE DEPARTMENT
SCHOOLS	TOWN OF FLORENCE
	FIRE DEPARTMENT
	FIRE UNIFIED
	SCHOOL DISTRICT



BAXTER DESIGN GROUP
7580 N. DOBSON RD., SUITE 200
SCOTTSDALE, AZ 85256
(480) 818-6001

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: FEBRUARY 28, 2016

DESIGNED BY: MBO

DRAWN BY: BVS

CHECKED BY: JMW

PROJECT:

CODE: FINAL PLAT

J.W. WEEKS, R.L.S., 43021
BAXTER DESIGN GROUP, LLC
7580 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256
REG. NO. _____
EXPIRES: _____

PULTE GROUP MERRILL RANCH FINAL PLAT UNIT 53

SITUATED WITHIN THE WEST HALF OF SECTION 30,
TOWNSHIP 4 SOUTH, RANGE 9 EAST
OF THE GILA AND SALT RIVER MERIDIAN,
TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 53
COVER SHEET
SHEET 1 OF 8

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/20/2015 BY 60322 UCBAW

VERSION 6

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE WEST HALF OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 30 (45 REBAR WITH 2" ALUMINUM CAP, MARK'D LS 21065, FOUND) FROM WHICH THE WEST QUARTER CORNER OF SECTION 30 (3" GLO BRASS CAP "1928", FOUND) BEARS SOUTH 00 DEGREES 25 MINUTES 29 SECONDS EAST (BASIS OF BEARING) A DISTANCE OF 2644.96 FEET, ALSO FROM THE NORTHWEST CORNER, THE NORTH QUARTER CORNER OF SECTION 30 (46 REBAR WITH 2" ALUMINUM CAP, MARK'D LS 21065, FOUND) BEARS SOUTH 89 DEGREES 54 MINUTES 48 SECONDS EAST, A DISTANCE OF 2648.09 FEET;

THENCE SOUTH 00 DEGREES 25 MINUTES 29 SECONDS EAST, A DISTANCE OF 1322.48 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 89 DEGREES 55 MINUTES 50 SECONDS EAST, A DISTANCE OF 1268.04 FEET;

THENCE SOUTHERLY, AN ARC DISTANCE OF 15.55 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS SOUTH 60 DEGREES 22 MINUTES 03 SECONDS WEST A DISTANCE OF 30.00 FEET, AND HAVING A CENTRAL ANGLE OF 29 DEGREES 42 MINUTES 20 SECONDS;

THENCE SOUTH 00 DEGREES 04 MINUTES 23 SECONDS WEST, A DISTANCE OF 1128.35 FEET;

THENCE SOUTHWESTERLY, AN ARC DISTANCE OF 126.96 FEET ALONG A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS SOUTH 23 DEGREES 30 MINUTES 18 SECONDS EAST A DISTANCE OF 100.00 FEET, AND HAVING A CENTRAL ANGLE OF 72 DEGREES 44 MINUTES 32 SECONDS;

THENCE SOUTH 43 DEGREES 49 MINUTES 47 SECONDS WEST, A DISTANCE OF 80.20 FEET;

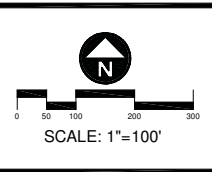
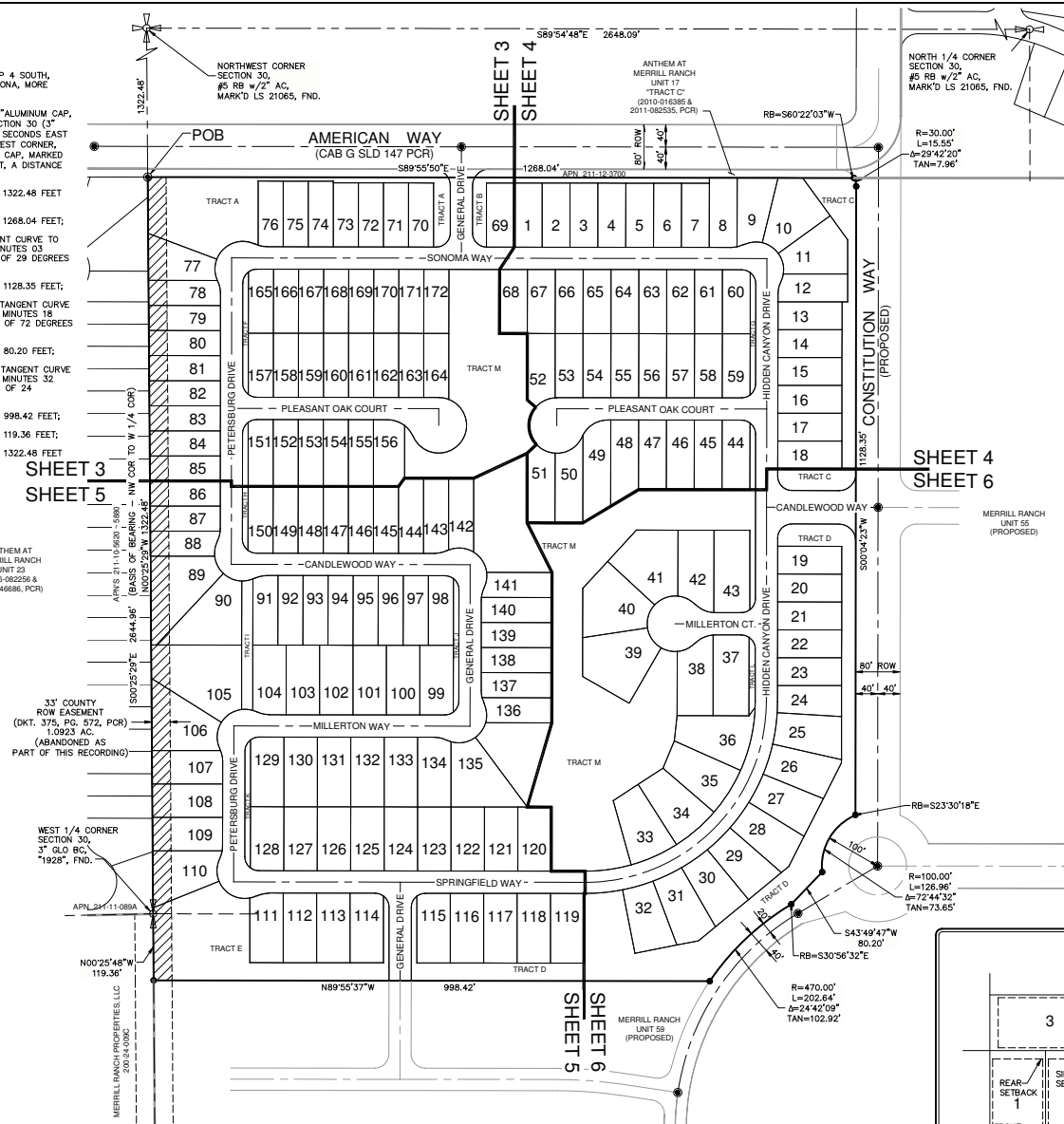
THENCE SOUTHWESTERLY, AN ARC DISTANCE OF 202.64 FEET ALONG A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS SOUTH 30 DEGREES 56 MINUTES 32 SECONDS EAST, A DISTANCE OF 470.00 FEET, AND HAVING A CENTRAL ANGLE OF 24 DEGREES 42 MINUTES 09 SECONDS;

THENCE NORTH 89 DEGREES 55 MINUTES 37 SECONDS WEST, A DISTANCE OF 998.42 FEET;

THENCE NORTH 00 DEGREES 25 MINUTES 29 SECONDS WEST, A DISTANCE OF 119.36 FEET;

THENCE NORTH 00 DEGREES 25 MINUTES 29 SECONDS WEST, A DISTANCE OF 1322.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 41.0435 ACRES, MORE OR LESS.



RECORDER
STATE OF ARIZONA }
COUNTY OF PINAL } SS
I hereby certify that the within instrument is filed in the official records of this County as of this date.
Request of: _____
Witness my hand and official seal:
Virginia Ross Pinal County Recorder
By: _____ Deputy

- SYMBOL LEGEND**
- SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
 - QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
 - CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
 - 1/2" REBAR & CAP, RLS 43021, SET (UNLESS NOTED OTHERWISE)
- LINE LEGEND**
- BREAK LINE
 - CENTERLINE OF ROADWAY
 - EASEMENT LINE
 - PLAT BOUNDARY
 - PROPERTY LINE
 - ROW
 - SECTION LINE
 - TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 33' COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

- ABBREVIATIONS**
- (AC) ACRE
 - ALU ALUMINUM CAP
 - BC BRASS CAP
 - BOY BOY
 - (BOB) BASIS OF BEARING UNIT
 - CMU CONCRETE MASONRY UNIT
 - DKT DOCKET
 - FND FOUND MONUMENT
 - GLO GENERAL LAND OFFICE
 - LE LANDSCAPE EASEMENT
 - LS# LAND SURVEYORS REGISTRATION No.
 - (M) MEASURED
 - MO MORE OR LESS
 - NO ID NO IDENTIFICATION, (NO LS No.)
 - (NR) INDICATES LINE IS NOT RADIAL TO CURVE
 - NTS NOT TO SCALE
 - PCR PINAL COUNTY RECORDER
 - PG PAGE
 - POB POINT OF BEGINNING
 - PUEF PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
 - (R) RECORD
 - RANGE LINE No. EAST
 - ROW RADIAL BEARING RIGHT OF WAY
 - SEC SECTION
 - SDC STORM DRAIN EASEMENT
 - SLS SLIDE
 - SSE SANITARY SEWER EASEMENT
 - SOT SIGHT DISTANCE TRIANGLE
 - T # S TOWNSHIP LINE No. SOUTH
 - TOW TOWN OF FLORENCE
 - UNOB UNOBSTRUCTED VIEW TRIANGLE
 - VNAE VEHICULAR NON-ACCESS EASEMENT
 - WME WALL MAINTENANCE EASEMENT

BAXTER DESIGN GROUP

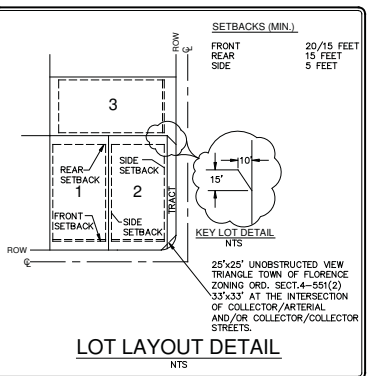
DATE:	FEBRUARY 23, 2016
DESIGNED BY:	MOB
DRAWN BY:	ETS
CHECKED BY:	JHW
PROJECT:	FINAL PLAT
CODE:	
VERSION:	6



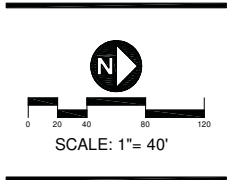
PULTE GROUP
MERRILL RANCH
FINAL PLAT - UNIT 53

SITUATED WITHIN THE WEST HALF OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 53
INDEX MAP
SHEET 2 OF 8



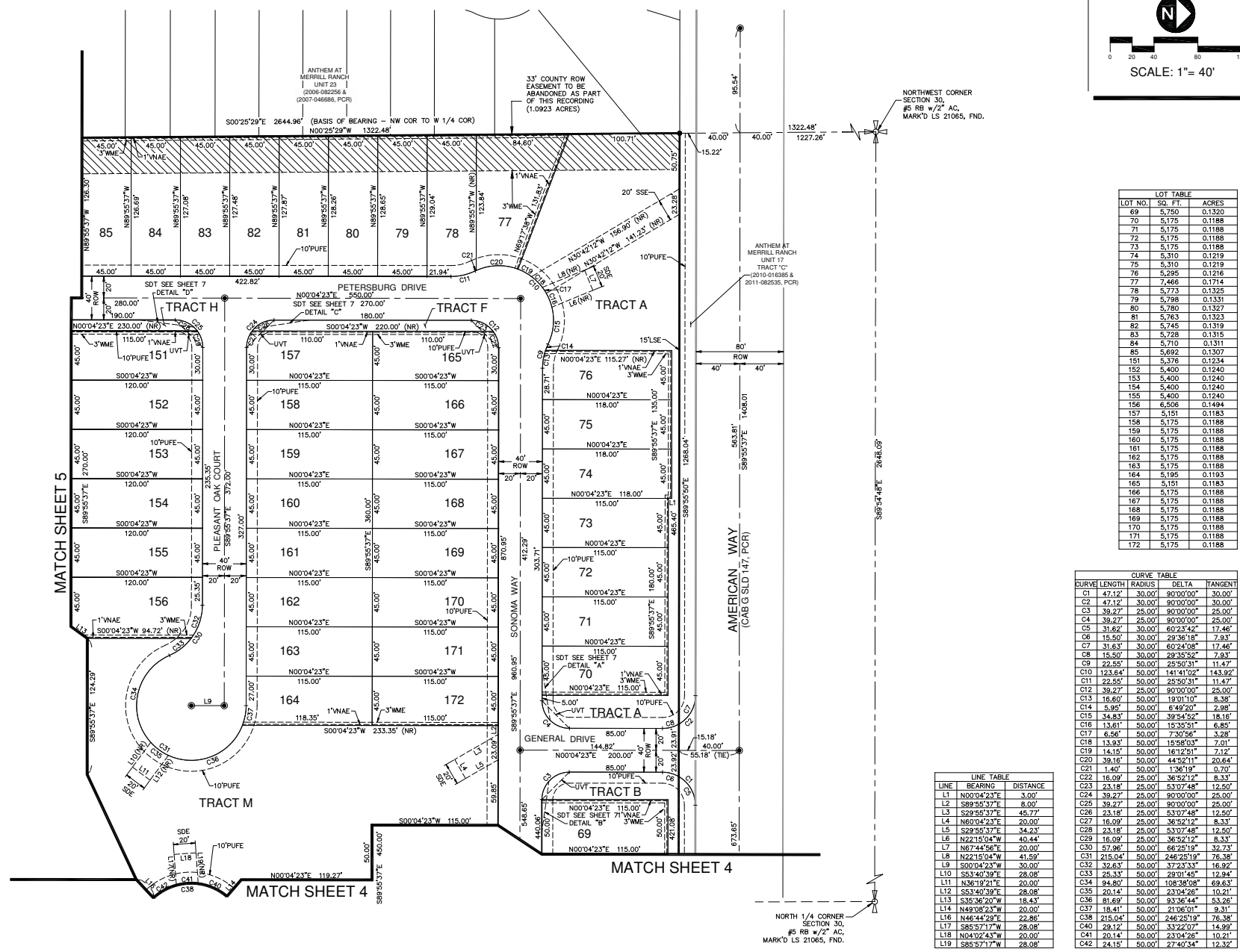
LOT LAYOUT DETAIL
NTS



RECORDER

STATE OF ARIZONA } SS
COUNTY OF PINAL }

I hereby certify that the within instrument is filed in the official records of this County as File No. _____
Date: _____
Request of: _____
Witness my hand and official seal:
Virginia Ross Pinale County Recorder
By: _____ Deputy



- SYMBOL LEGEND**
- SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
 - QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
 - CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
 - 1/2" REBAR & CAP, RLS 43021, SET (UNLESS NOTED OTHERWISE)
- LINE LEGEND**
- BREAK LINE
 - CENTERLINE OF ROADWAY
 - EASEMENT LINE
 - PLAT BOUNDARY
 - PROPERTY LINE
 - ROW
 - SECTION LINE
 - TERMINAL POINT ON ROW
 - INDICATES THAT PORTION OF THE 33' COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

LOT TABLE

LOT NO.	SQ. FT.	ACRES
69	5,750	0.1320
70	5,175	0.1188
71	5,175	0.1188
72	5,175	0.1188
73	5,175	0.1188
74	5,310	0.1219
75	5,310	0.1219
76	5,295	0.1216
77	7,466	0.1714
78	5,175	0.1325
79	5,798	0.1331
80	5,780	0.1327
81	5,763	0.1323
82	5,745	0.1319
83	5,728	0.1315
84	5,710	0.1311
85	5,692	0.1307
86	5,675	0.1304
151	5,400	0.1240
152	5,400	0.1240
153	5,400	0.1240
154	5,400	0.1240
155	5,400	0.1240
156	6,506	0.1494
157	5,151	0.1183
158	5,175	0.1188
159	5,175	0.1188
160	5,175	0.1188
161	5,175	0.1188
162	5,175	0.1188
163	5,175	0.1188
164	5,195	0.1193
165	5,151	0.1183
166	5,175	0.1188
167	5,175	0.1188
168	5,175	0.1188
169	5,175	0.1188
170	5,175	0.1188
171	5,175	0.1188
172	5,175	0.1188

CURVE TABLE

CURVE LENGTH	RADIUS	DELTA	TANGENT	
C1	47.12'	30.00'	90°00'00"	30.00'
C2	47.12'	30.00'	90°00'00"	30.00'
C3	39.27'	25.00'	90°00'00"	25.00'
C4	39.27'	25.00'	90°00'00"	25.00'
C5	31.62'	30.00'	60°23'42"	17.46'
C6	15.50'	30.00'	29°36'15"	7.93'
C9	22.55'	50.00'	25°50'31"	11.47'
C10	123.64'	50.00'	141°41'02"	143.92'
C11	22.55'	50.00'	25°50'31"	11.47'
C12	39.27'	25.00'	90°00'00"	25.00'
C13	18.60'	50.00'	19°01'10"	8.38'
C14	5.96'	50.00'	6°49'00"	2.98'
C15	34.83'	50.00'	39°54'52"	18.16'
C16	13.61'	50.00'	15°35'51"	6.85'
C17	6.56'	50.00'	7°30'56"	3.28'
C18	13.93'	50.00'	15°58'03"	7.01'
C19	14.15'	50.00'	16°12'51"	7.12'
C20	39.16'	50.00'	44°52'11"	20.64'
C21	1.40'	50.00'	1°36'12"	0.70'
C22	16.09'	25.00'	36°52'12"	8.33'
C23	23.18'	25.00'	53°07'48"	12.50'
C24	39.27'	25.00'	90°00'00"	25.00'
C25	39.27'	25.00'	90°00'00"	25.00'
C26	23.18'	25.00'	53°07'48"	12.50'
C27	16.09'	25.00'	36°52'12"	8.33'
C28	23.18'	25.00'	53°07'48"	12.50'
C29	16.09'	25.00'	36°52'12"	8.33'
C30	57.96'	50.00'	66°25'19"	32.73'
C31	215.04'	50.00'	246°25'19"	76.38'
C32	32.63'	50.00'	37°23'35"	16.92'
C33	26.33'	50.00'	29°01'45"	12.94'
C34	94.80'	50.00'	108°38'08"	69.63'
C35	20.14'	50.00'	23°04'26"	10.21'
C36	81.89'	50.00'	93°36'44"	53.26'
C37	18.41'	50.00'	21°06'01"	9.31'
C38	215.04'	50.00'	246°25'19"	76.38'
C40	29.12'	50.00'	33°22'07"	14.99'
C41	20.14'	50.00'	23°04'26"	10.21'
C42	24.15'	50.00'	27°40'34"	12.32'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°04'23"E	3.00'
L2	S89°55'37"E	8.00'
L3	S29°55'37"E	45.77'
L4	N60°04'23"E	20.00'
L5	S29°55'37"E	34.23'
L6	N22°15'04"W	40.44'
L7	N67°44'56"E	20.00'
L8	N22°15'04"W	41.59'
L9	S00°04'23"W	30.00'
L10	S53°46'39"E	28.08'
L11	N36°19'21"E	20.00'
L12	S53°46'39"E	28.08'
L13	S35°36'20"W	18.43'
L14	N49°08'23"W	20.00'
L16	N46°44'29"E	22.86'
L17	S85°57'17"W	28.08'
L18	N04°32'43"W	20.00'
L19	S85°57'17"W	28.08'

- ABBREVIATIONS**
- (AC) ACRE
 - (AL) ALUMINUM CAP
 - (BC) BRASS CAP
 - (B) BOBOL
 - (BOB) BASIS OF BEARING
 - (CMU) CONCRETE MASONRY UNIT
 - (D) SOCKET
 - (FND) FOUND MONUMENT
 - (GLO) GENERAL LAND OFFICE
 - (LS) LAND SURVEYORS REGISTRATION No.
 - (M) MEASURED
 - (NOI) NO IDENTIFICATION (NO LS No.)
 - (NR) INDICATES LINE IS NOT RADIAL TO CURVE
 - (NTS) NOT TO SCALE
 - (P) PINAL COUNTY RECORDER
 - (PAGE) PAGE
 - (POB) POINT OF BEGINNING
 - (PUFE) PUBLIC UTILITY FACILITY EASEMENT / DRAINAGE EASEMENT
 - (R) RECORD
 - (R) RANGE LINE No. EAST
 - (ROW) RIGHT OF WAY
 - (SEC) SECTION
 - (SDE) STORM DRAIN EASEMENT
 - (SLD) SLIDE
 - (SSE) SANITARY SEWER EASEMENT
 - (T) TOWNSHIP LINE No. SOUTH
 - (T) TOWNSHIP LINE No. SOUTH
 - (T&F) TOWN OF FLORENCE
 - (UTV) UNOBSTRUCTED VIEW TRIANGLE
 - (VNAE) VEHICULAR NON-ACCESS EASEMENT
 - (WAE) WALL MAINTENANCE EASEMENT

BAXTER DESIGN GROUP

DATE: FEBRUARY 28, 2016

DESIGNED BY: MGG

DRAWN BY: BTB

CHECKED BY: JWW

PROJECT: FINAL PLAT

VERSION: 6

PULTE GROUP

MERRILL RANCH

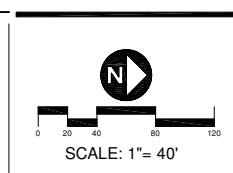
FINAL PLAT - UNIT 53

SITUATED WITHIN THE WEST HALF OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 53

LAYOUT SHEET 3 OF 8

9410 WILLOWHURST DRIVE, PHOENIX, AZ 85044 | (602) 498-3000 | pulte.com



RECORDER

STATE OF ARIZONA)
COUNTY OF PINAL) SS

I hereby certify that the within instrument is filed in the official records of this County as First No., Date: _____
Request of: _____
Witness my hand and official seal:
Virginia Ross Pinal County Recorder
By: _____ Pinal County Recorder Deputy

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- 1/2" REBAR & CAP, RLS 43021, SET (UNLESS NOTED OTHERWISE)

LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY
- PROPERTY LINE
- SECTION LINE
- TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 1/4 SECTION ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

ABBREVIATIONS

- (AC) ACRE
- (AL) ALUMINUM CAP
- (BC) BRASS CAP
- (B) BOYD
- (BOB) BASIS OF BEARING UNIT
- (CMU) CONCRETE MASONRY UNIT
- (DWT) DOCKET
- (G) GENERAL LAND OFFICE
- (FND) FOUND MONUMENT
- (LS#) LAND SURVEYORS REGISTRATION No.
- (M) MEASURED
- (MOL) MORE OR LESS
- (NO) NO IDENTIFICATION, (NO LS No.)
- (NR) INDICATES LINE IS NOT RADIAL TO CURVE
- (NTS) NOT TO SCALE
- (PCR) PINAL COUNTY RECORDER
- (PAGE) PAGE
- (POB) POINT OF BEGINNING
- (PUFE) PUBLIC UTILITY FACILITY EASEMENT / DRAINAGE EASEMENT
- (R) RANGE LINE, NO. EAST
- (RB) RIGHT OF WAY
- (SEC #) SECTION No.
- (SDE) STORM DRAIN EASEMENT
- (SL) SANITARY SEWER EASEMENT
- (SSE) SURVEY DISTANCE TRIANGLE
- (T # S) TOWNSHIP LINE No. SOUTH
- (UV) UNOBSTRUCTED VIEW TRIANGLE
- (VNAE) VEHICULAR NON-ACCESS EASEMENT
- (WAE) WALL MAINTENANCE EASEMENT



DATE: FEBRUARY 23, 2010

DESIGNED BY: MGG

DRAWN BY: JTS

CHECKED BY: JHW

PROJECT: _____

SCALE: FINAL PLAT

REVISIONS:

PULTE GROUP MERRILL RANCH FINAL PLAT - UNIT 53

SITUATED WITHIN THE WEST HALF OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 53
LAYOUT
SHEET 4 OF 8

LOT TABLE

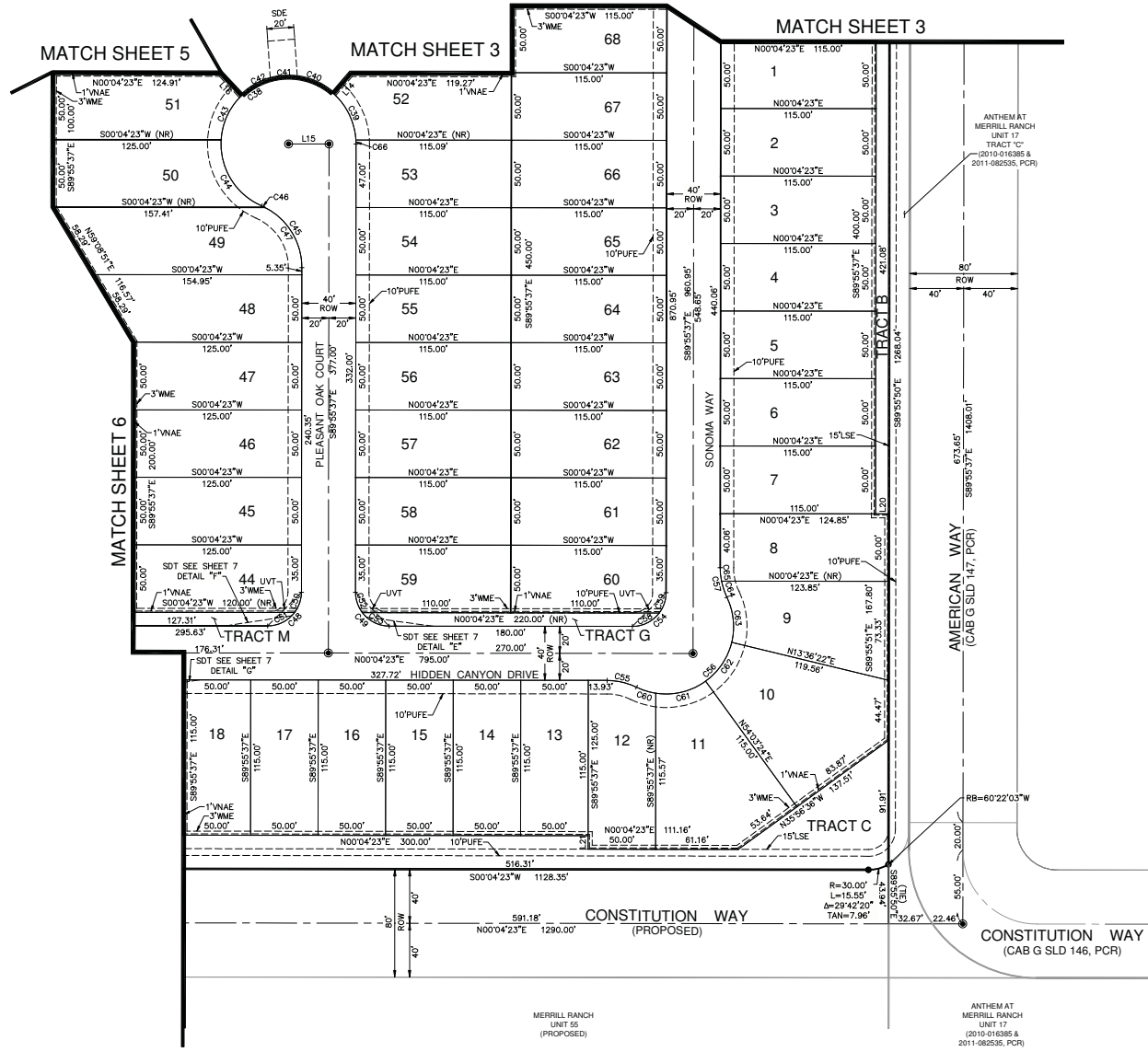
LOT NO.	SQ. FT.	ACRES
1	5,750	0.1320
2	5,750	0.1320
3	5,750	0.1320
4	5,750	0.1320
5	5,750	0.1320
6	5,750	0.1320
7	5,750	0.1320
8	6,239	0.1432
9	6,862	0.1598
10	5,750	0.1320
11	8,931	0.2050
12	6,106	0.1402
13	5,750	0.1320
14	5,750	0.1320
15	5,750	0.1320
16	5,750	0.1320
17	5,750	0.1320
18	5,750	0.1320
44	6,226	0.1429
45	6,250	0.1435
46	6,250	0.1435
47	6,250	0.1435
48	6,999	0.1607
49	8,146	0.1870
50	8,666	0.1970
51	6,552	0.1504
52	6,114	0.1404
53	5,750	0.1320
54	5,750	0.1320
55	5,750	0.1320
56	5,750	0.1320
57	5,750	0.1320
58	5,750	0.1320
59	5,726	0.1315
60	6,726	0.1515
61	5,750	0.1320
62	5,750	0.1320
63	5,750	0.1320
64	5,750	0.1320
65	5,750	0.1320
66	5,750	0.1320
67	5,750	0.1320
68	5,750	0.1320

LINE TABLE

LINE	BEARING	DISTANCE
L14	N49°08'23"W	20.00'
L15	S00°04'23"W	30.00'
L16	N46°44'29"E	22.86'
L20	N00°04'23"E	9.85'
L21	S89°55'37"E	10.00'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C36	215.04'	50.00'	246°25'19"	76.38'
C39	39.94'	50.00'	45°46'29"	21.11'
C40	29.12'	50.00'	33°22'07"	14.99'
C41	20.14'	50.00'	23°04'26"	10.21'
C42	24.15'	50.00'	27°40'54"	12.32'
C43	37.72'	50.00'	43°13'43"	19.81'
C44	60.97'	50.00'	68°51'42"	34.92'
C45	57.96'	50.00'	66°25'19"	32.73'
C46	2.78'	50.00'	3°09'55"	1.38'
C47	55.20'	50.00'	63°15'24"	30.79'
C48	39.27'	25.00'	90°00'00"	25.00'
C49	39.27'	25.00'	90°00'00"	25.00'
C50	16.09'	25.00'	36°52'12"	8.33'
C51	23.18'	25.00'	53°07'48"	12.50'
C52	16.09'	25.00'	36°52'12"	8.33'
C53	23.18'	25.00'	53°07'48"	12.50'
C54	39.27'	25.00'	90°00'00"	25.00'
C55	22.55'	50.00'	25°50'31"	11.47'
C56	123.64'	50.00'	141°41'02"	143.82'
C57	22.55'	50.00'	25°50'31"	11.47'
C58	23.18'	25.00'	53°07'48"	12.50'
C59	16.09'	25.00'	36°52'12"	8.33'
C60	15.00'	50.00'	17°11'14"	7.56'
C61	38.98'	50.00'	44°40'46"	20.54'
C62	35.30'	50.00'	40°27'03"	18.42'
C63	34.36'	50.00'	39°22'29"	17.89'
C64	12.55'	50.00'	14°22'47"	6.31'
C65	10.00'	50.00'	11°27'44"	5.02'
C66	3.00'	50.00'	3°26'23"	1.50'

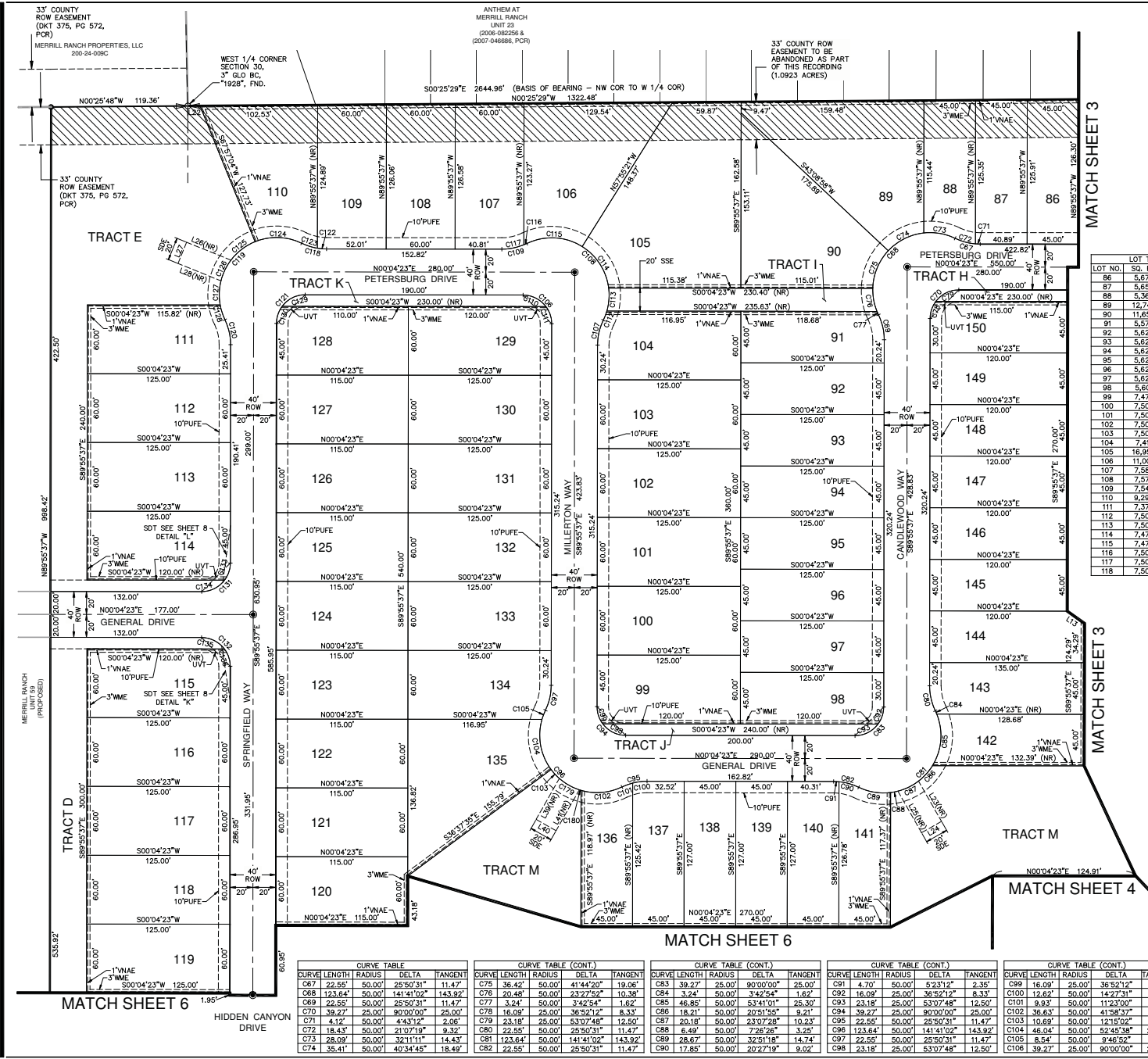


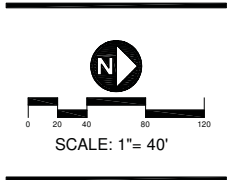
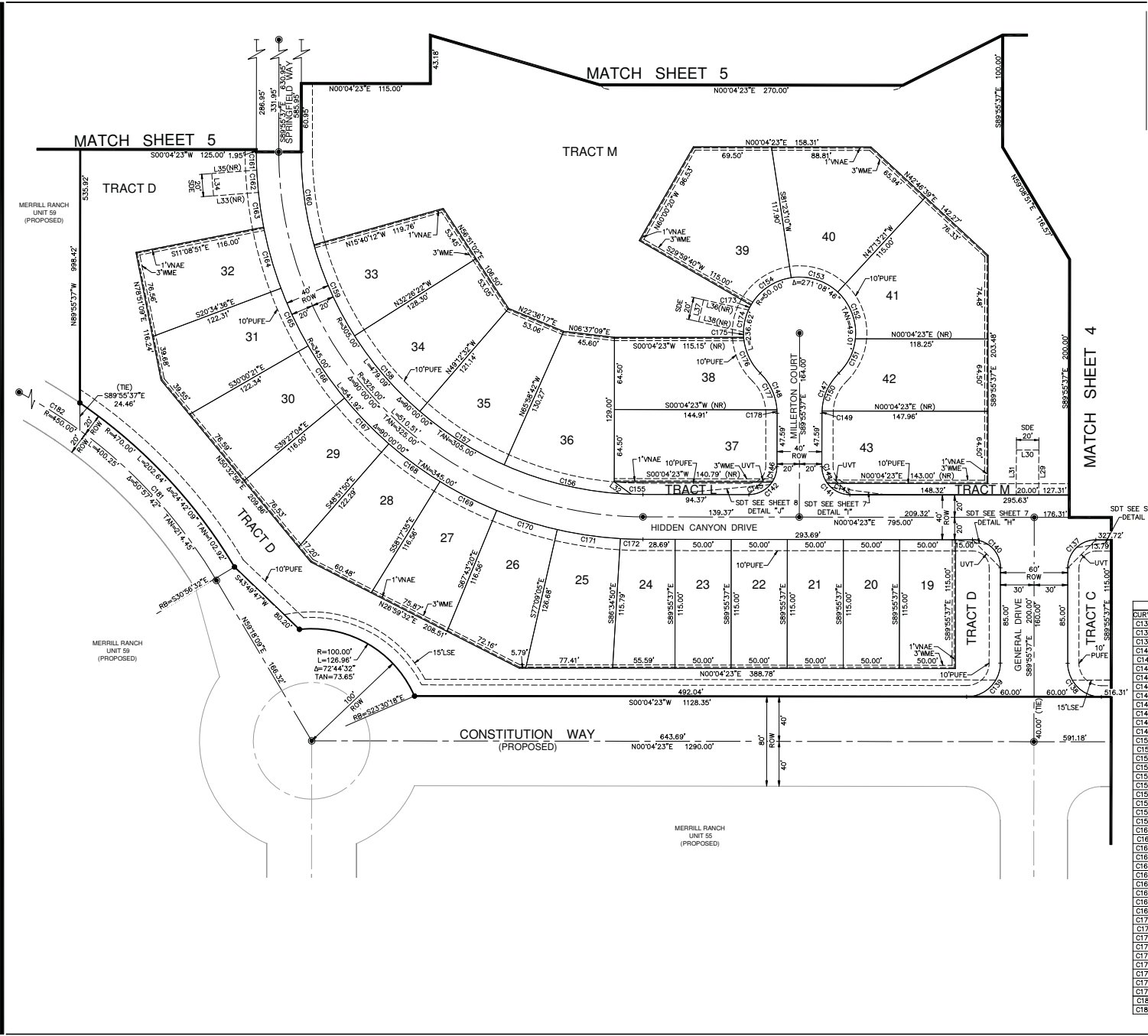
MERRILL RANCH
UNIT 53
(PROPOSED)

ANTHEM AT
MERRILL RANCH
UNIT 17
(2010-016285 &
2011-062535, PCR)

VERSION

ASK BAXTER DESIGN GROUP FOR MORE INFORMATION
BAXTER DESIGN GROUP | 4800 E. RAY BLVD, SUITE 200 | TOLSON, ARIZONA 85384





RECORDER

STATE OF ARIZONA }
 COUNTY OF PINAL } SS

I hereby certify that the within instrument is filed in the official records of this County as File No. _____ Date: _____

Request of: _____
 Witness my hand and official seal:
 Virginia Ross Pinal County Recorder
 By: _____ Deputy

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- REBAR & CAP, RLS 43021, SET (UNLESS NOTED OTHERWISE)

LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 33' CENTERLINE ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

ABBREVIATIONS

- (AC) ACRE
- (AL) ALUMINUM CAP
- (BC) BRASS CAP
- (BO) BOLT
- (BOB) BASIS OF BEARING
- (CMU) CONCRETE MASONRY UNIT
- (DC) DOCKET
- (FND) FOUND MONUMENT
- (GL) GENERAL LAND OFFICE
- (LE) LANDSCAPE EASEMENT
- (LS#) LAND SURVEYORS REGISTRATION No. MEASURED
- (M) MORE OR LESS
- (NO ID) NO IDENTIFICATION, (NO LS No.) INDICATES LINE IS NOT RADIAL TO CURVE
- (NR) NOT TO SCALE
- (P) FINAL COUNTY RECORDER PAGE
- (POB) POINT OF BEGINNING
- (PUF) PUBLIC UTILITY FACILITY EASEMENT / DRAINAGE EASEMENT
- (R) RECORD
- (R) RANGE LINE, NO. EAST
- (R) RIGHT OF WAY
- (SEC #) SECTION No.
- (SD) STORM DRAIN EASEMENT
- (SSE) SANITARY SEWER EASEMENT
- (T # S) TOWNSHIP LINE No., SOUTH
- (TOP) TOWNSHIP CORNER
- (UN) UNOBSTRUCTED VIEW TRIANGLE
- (V) VEHICULAR NON-ACCESS EASEMENT
- (WAE) WALL MAINTENANCE EASEMENT

LOT TABLE

LOT NO.	SQ. FT.	ACRES
19	5,750	0.1320
20	5,750	0.1320
21	5,750	0.1320
22	5,750	0.1320
23	5,750	0.1320
24	5,010	0.1150
25	8,009	0.1839
26	8,134	0.1867
27	7,857	0.1798
28	8,081	0.1855
29	7,851	0.1802
30	7,855	0.1803
31	8,467	0.1944
32	7,853	0.1803
33	8,892	0.2041
34	8,927	0.2049
35	8,979	0.2061
36	10,022	0.2301
37	9,334	0.2143
38	8,398	0.1928
39	11,610	0.2695
40	11,689	0.2683
41	11,693	0.2684
42	8,624	0.1980
43	9,522	0.2196

LINE TABLE

LINE	BEARING	DISTANCE
L29	N89°53'7"E	43.00'
L30	N00°04'23"E	20.00'
L31	N89°53'7"W	40.00'
L32	N36°09'10"E	18.56'
L33	S04°17'50"W	40.14'
L34	N85°42'10"E	20.00'
L35	S04°17'50"W	40.14'
L36	S12°48'20"W	41.01'
L37	N17°11'40"W	20.00'
L38	S12°48'20"W	41.01'

CURVE TABLE

CURVE LENGTH	RADIUS	DELTA	TANGENT	
C137	39.27'	25.00'	90°00'00"	25.00'
C138	47.12'	30.00'	90°00'00"	30.00'
C139	47.12'	30.00'	90°00'00"	30.00'
C140	39.27'	25.00'	90°00'00"	25.00'
C141	39.27'	25.00'	90°00'00"	25.00'
C142	39.27'	25.00'	90°00'00"	25.00'
C143	23.18'	25.00'	53°07'48"	12.50'
C144	16.09'	25.00'	36°52'12"	8.33'
C145	24.55'	25.00'	56°19'43"	13.37'
C146	14.72'	25.00'	33°44'17"	7.58'
C147	39.27'	50.00'	45°34'23"	21.00'
C148	39.77'	50.00'	45°34'23"	21.00'
C149	1.91'	50.00'	2°11'39"	0.96'
C150	37.86'	50.00'	43°22'44"	19.89'
C151	34.74'	50.00'	39°50'02"	18.12'
C152	46.28'	50.00'	53°02'05"	24.85'
C153	44.85'	50.00'	51°23'30"	24.06'
C154	44.85'	50.00'	51°23'30"	24.06'
C155	10.63'	305.00'	1°59'47"	5.91'
C156	116.88'	305.00'	21°57'07"	59.15'
C157	89.27'	305.00'	16°46'10"	44.95'
C158	89.27'	305.00'	16°46'10"	44.95'
C159	89.27'	305.00'	16°46'10"	44.95'
C160	83.80'	305.00'	15°44'35"	42.17'
C161	16.32'	345.00'	2°42'34"	8.16'
C162	20.92'	345.00'	3°19'19"	10.00'
C163	31.52'	345.00'	5°11'51"	15.63'
C164	56.78'	345.00'	9°25'45"	28.45'
C165	56.78'	345.00'	9°25'45"	28.45'
C166	56.77'	345.00'	9°25'41"	28.45'
C167	56.78'	345.00'	9°25'48"	28.45'
C168	56.78'	345.00'	9°25'45"	28.45'
C169	56.78'	345.00'	9°25'45"	28.45'
C170	56.78'	345.00'	9°25'45"	28.45'
C171	56.78'	345.00'	9°25'45"	28.45'
C172	20.15'	345.00'	3°20'47"	10.08'
C173	4.93'	50.00'	5°39'06"	2.47'
C174	20.14'	50.00'	2°34'25"	10.21'
C175	4.93'	50.00'	5°39'06"	2.47'
C176	35.88'	50.00'	41°07'00"	18.75'
C177	36.74'	50.00'	42°05'58"	19.24'
C178	3.03'	50.00'	3°28'26"	1.52'
C181	182.15'	450.00'	23°11'33"	92.34'
C182	218.10'	450.00'	27°46'09"	111.23'

BAXTER DESIGN GROUP

DATE: FEBRUARY 23, 2016

DESIGNED BY: MGG

DRAWN BY: JWS

CHECKED BY: JMW

PROJECT: FINAL PLAT

REVISIONS:

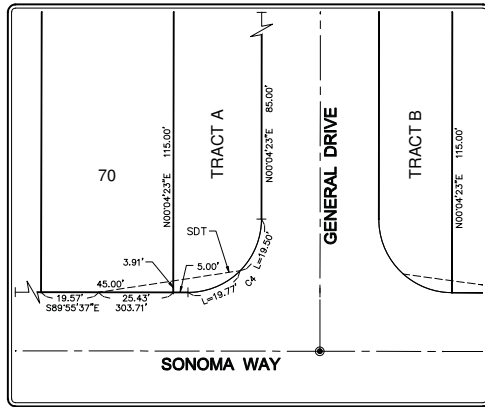
VERSION 6

PULTE GROUP
MERRILL RANCH
FINAL PLAT - UNIT 53

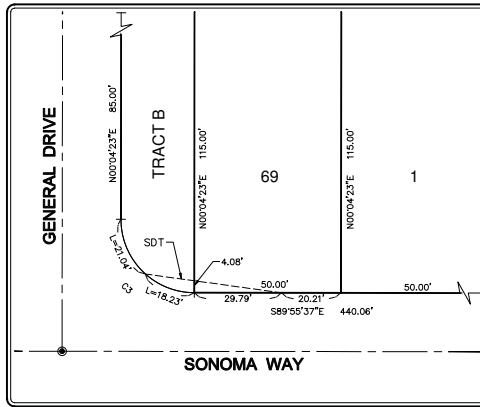
SITUATED WITHIN THE WEST HALF OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 53 LAYOUT SHEET 6 OF 8

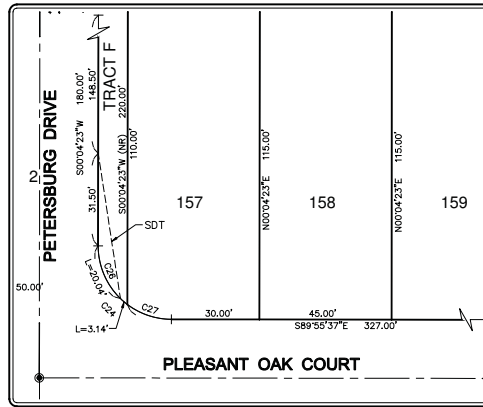
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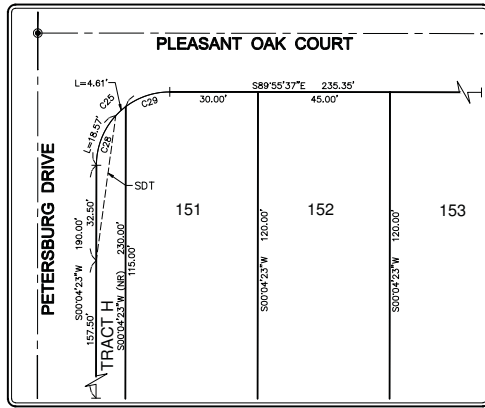
DETAIL "A"
SCALE: 1"=20'



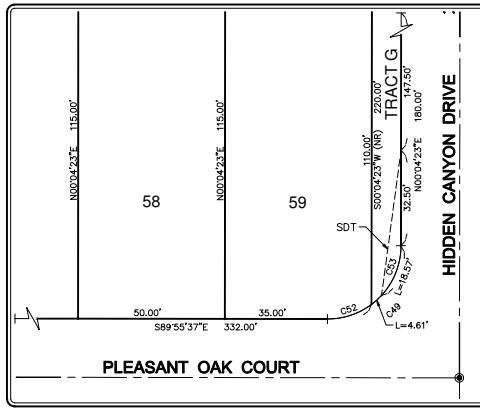
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SCALE: 1"=20'



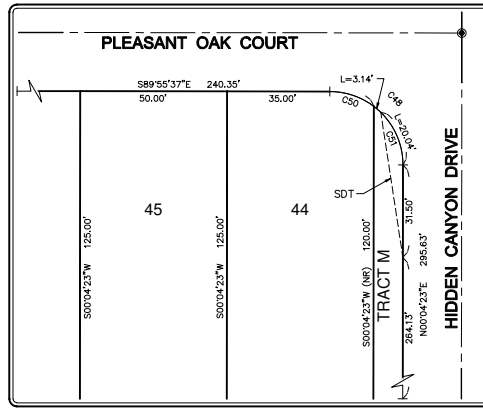
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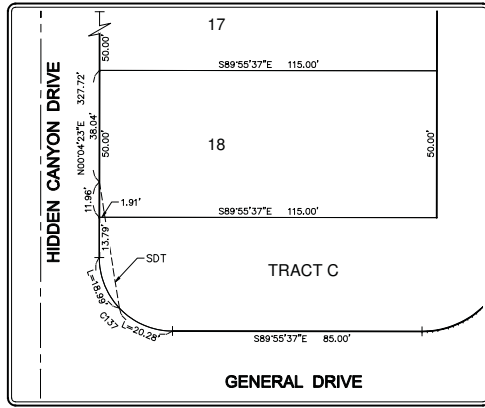
DETAIL "D"
SCALE: 1"=20'



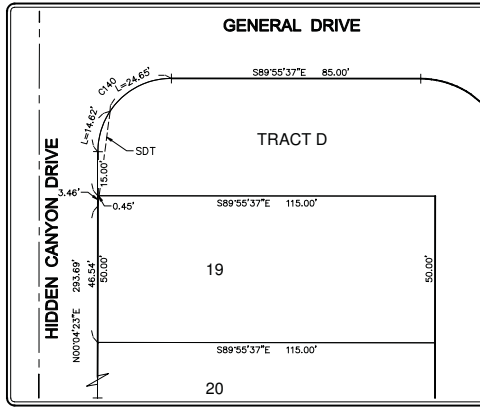
DETAIL "E"
SCALE: 1"=20'



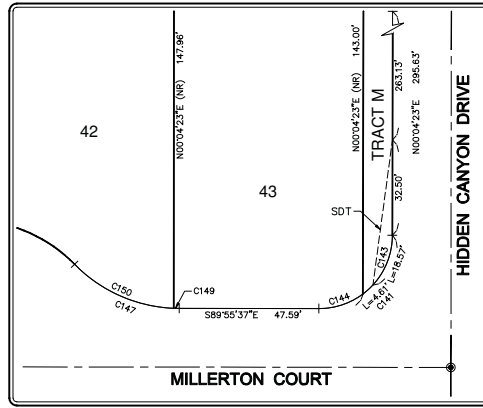
DETAIL "F"
SCALE: 1"=20'



DETAIL "G"
SCALE: 1"=20'



DETAIL "H"
SCALE: 1"=20'



DETAIL "I"
SCALE: 1"=20'

RECORDER

STATE OF ARIZONA }
COUNTY OF PINAL } SS
I hereby certify that the within instrument is filed in the official records of this County as First No. _____ Date: _____ Request of: _____ Witness my hand and official seal: Virginia Ross Pinal County Recorder By: _____ Deputy

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- 1/2" REBAR & CAP, RLS 43021, SET (UNLESS NOTED OTHERWISE)

LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 1/2" COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

ABBREVIATIONS

- (AC) ACRE
- AL ALUMINUM CAP
- BC BRASS CAP
- B BOY
- (BOB) BASIS OF BEARING
- CMU CONCRETE MASONRY UNIT
- DKT DCKET
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LS# LAND SURVEYORS REGISTRATION No.
- LE LANDSCAPE EASEMENT
- (M) MEASURED
- MCL MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- (NR) INDICATES LINE IS NOT RADIAL TO CURVE
- NTS NOT TO SCALE
- PCR PINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- PUFE PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
- R (R) RANGE LINE No. EAST
- ROW RIGHT OF WAY
- SEC SECTION NUMBER
- SDS STORM DRAIN EASEMENT
- SLD SLUFE
- SSE SANITARY SEWER EASEMENT
- SDT SHORT DISTANCE TRIANGLE
- T # S TOWNSHIP LINE No. SOUTH
- TOW# TOWNSHIP FLORENS
- UVT UNOBSTRUCTED VIEW TRIANGLE
- VNAE VEHICULAR NON-ACCESS EASEMENT
- WME WALL MAINTENANCE EASEMENT



DATE:	FEBRUARY 23, 2015
DESIGNED BY:	MOB
DRAWN BY:	STB
CHECKED BY:	JHW
PROJECT:	
SCALE:	FINAL PLAT

REVISION:	


**PULTE GROUP
MERRILL RANCH
FINAL PLAT - UNIT 53**

SITUATED WITHIN THE WEST HALF OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 53
SDT DETAILS
SHEET 7 OF 8

44-1170 UNIMPROVED COUNTY RECORDING FORM
Revised 7/01 and 05/10 Printing | 44-1170, January 21, 2010 | 44-1170-1000

VERSION 6

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7e.
MEETING DATE: May 4, 2015 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution No. 1508-15: Final Plat of Anthem at Merrill Ranch Unit 36		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1508-15: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 36; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BACKGROUND/DISCUSSION:

Pulte Homes requests approval of this proposed subdivision located within the Sun City portion of Anthem at Merrill Ranch. This Final Plat includes 69 single-family residential lots with two points of ingress/egress into the subdivision. Both access points are off of the main collector roadway, Spirt Loop. The subdivision will also be connected to a future subdivision to the north, Unit 32, thus increasing connectivity. The typical lot varies between 53'x125' (6,625 square feet (SF) and 65'x115' (7,475 SF). Overall, the lot sizes will range between 6,095 SF to 12,074 SF due to unit configuration.

The proposed density of this subdivision is 2.95 dwelling units per acre. This subdivision expands the current and planned network of green belts and walking trails for Anthem at Merrill Ranch with 7.33 acres dedicated to open space within the community. The subdivision conforms to the project's Planned Unit Development zoning.

The Preliminary Plat for Unit 36 was approved by the Planning and Zoning Commission on December 18, 2014. All planned subdivision improvements have been approved by

the Town Engineer and Fire Marshall and will be constructed to Town specifications. Street names and addresses have been approved by the Town's GIS Coordinator. Water and sewer infrastructure will be provided by Johnson Utilities.

FINANCIAL IMPACT:

Pulte Homes will construct the roadways within this subdivision to Town standards. The Town will maintain the roadways after the end of the construction warranty period.

Development of this subdivision allows for continued rooftop development and population growth within the Town of Florence, which subsequently will facilitate new employment and commercial opportunities.

RECOMMENDATION:

Motion to adopt Resolution No. 1508-15 for the Final Plat of Anthem at Merrill Ranch Unit 36.

ATTACHMENTS:

Resolution No. 1508-15
Final Plat for Anthem at Merrill Ranch Unit 36

RESOLUTION NO. 1508-15

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 36; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. Approve the Final Plat for Anthem at Merrill Ranch Unit 36 subject to Developer/Owner's compliance with all applicable laws and ordinances.
2. Require that the Developer/Owner secures its provision of the installation or construction of the required improvements with one of the following alternatives prior to execution of the plat by Town officials and employees and recordation of the Final Plat with the Office of the Pinal County Recorder:
 - a. Provide an infrastructure improvement assurance in an amount of the full cost, as determined by the Town Engineer, of the materials and the installation or construction necessary to complete the subdivision improvements. Said guarantee shall be in the form of a performance bond, an irrevocable letter of credit, or cash funds in escrow or on deposit with the Town prior to recording of the Final Plat. The required improvements for which the guarantee is provided must be completed within 12 months of recordation of the Final Plat or the Town may, without further Council action, declare the financial guarantee to be in default, call on the guarantee, and require that all the improvements be installed; or
 - b. At the request of the Developer/Owner, the Developer/Owner shall enter into an agreement which shall require completion of the required improvements no later than twelve months from the date this Final Plat is approved herein and the Town Community Development Director shall withhold recordation of the Final Plat in the Office of the Pinal County Recorder until the Town Engineer has verified such completion. If Developer/Owner does not complete the improvements within 12 months of this approval, the approval shall expire and be deemed withdrawn; or
 - c. Other means of providing infrastructure improvement assurance as permitted by Town Resolution No. 917-05 shall be allowed. Town and Developer/Owner shall agree on the exact mechanisms and timing

necessary to guarantee completion of all required infrastructure requirements prior to the recording of the Final Plat. The Final Plat approval shall expire in 12 months from this approval if the Final Plat is not recorded prior to said date.

3. Authorize execution by the Town Manager of any documentation necessary to provide the above-referenced infrastructure improvement assurance and/or agreement requiring completion of the public improvements.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 4th day of May 2015.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

FINAL PLAT ANTHEM AT MERRILL RANCH UNIT 36 (TOWN OF FLORENCE, AZ)

A PORTION OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA) ss.
COUNTY OF PINAL)

KNOW ALL MEN BY THESE PRESENTS:

PULTE HOME CORPORATION, A MICHIGAN CORPORATION, (HEREINAFTER REFERRED TO IN THIS PLAT AS THE "MASTER DEVELOPER"), AS OWNER HAS SUBDIVIDED UNDER THE NAME ANTHEM AT MERRILL RANCH - UNIT 36, LOCATED WITHIN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AND HEREBY DECLARES THIS PLAT SETS FORTH THE LOCATION AND DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT SAID LOTS, TRACTS AND STREETS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY.

THE "MASTER DEVELOPER" IS THE OWNER OF FREE TITLE IN: (A) THE PROPERTY BEING DEDICATED ON THIS PLAT TO THE PUBLIC FOR PURPOSES AND ALL INCIDENTS THEREOF; AND (B) THE PROPERTY UPON OR ACROSS WHICH EASEMENTS ARE BEING DEDICATED ON THIS PLAT TO THE PUBLIC. THE "MASTER DEVELOPER" HEREBY WARRANTS TO TOWN OF FLORENCE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, THE TITLE TO SUCH PROPERTY AGAINST ALL PERSONS.

STREET RIGHT-OF-WAY SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, TELECOMMUNICATIONS AND PUBLIC UTILITIES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURBS SHALL BE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION OR THE ADJUTING PROPERTY OWNER.

EASEMENTS ARE DEDICATED AS SHOWN ON THIS PLAT.

AS DESIGNATED ON THIS PLAT, ONE FOOT WIDE VEHICULAR NON-ACCESS EASEMENTS PROHIBITING VEHICULAR INGRESS AND EGRESS ARE HEREBY DEDICATED TO THE PUBLIC UPON LOTS ADJACENT TO DRAINAGE EASEMENTS, TRACTS, OR FACILITIES AND/OR ADJACENT TO ARTERIAL OR COLLECTOR STREETS.

PULTE HOME CORPORATION, A MICHIGAN CORPORATION (GRANTOR) DOES HEREBY CONVEY TO SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION (GRANTEE) THE FOLLOWING REAL PROPERTY TOGETHER WITH ALL RIGHTS AND PRIVILEGES APPURTENANT THEREOF, TO WIT: TRACTS A, B, C, D, E, F, & G AS DEDICATED HEREON.

NON-EXCLUSIVE DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, ACROSS, AND THROUGH TRACTS A & B AND/OR THOSE AREAS DESIGNATED AS SUCH HEREON. NO USE SHALL BE PERMITTED WITHIN THE DRAINAGE EASEMENTS WHICH WOULD PROHIBIT OR INTERFERE WITH THE DRAINAGE USE, MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE RESPONSIBILITY OF THE SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC. SHOULD THE ASSOCIATION NOT ADEQUATELY MAINTAIN THE DRAINAGE EASEMENTS, THE GOVERNING ENTITY HAVING JURISDICTION OVER THE AREA IN WHICH THE DRAINAGE EASEMENTS ARE LOCATED, AT ITS DISCRETION, MAY ENTER UPON AND MAINTAIN THE DRAINAGE EASEMENTS, AND CHARGE THE HOMEOWNERS' ASSOCIATION THE COST OF THE MAINTENANCE. ALL OTHER EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.

PUBLIC UTILITY FACILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, UNDER, ACROSS AND THROUGHOUT THOSE AREAS DESIGNATED AS SUCH HEREON FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL OF UNDERGROUND UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, GAS, ELECTRIC AND TELECOMMUNICATIONS. MAINTENANCE OF THE AREAS SUBJECT TO SUCH PUBLIC UTILITY FACILITY EASEMENTS SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER.

IN WITNESS WHEREOF:

PULTE HOME CORPORATION, AS OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICERS).
THIS ____ DAY OF _____, 2015.

PULTE HOME CORPORATION, A MICHIGAN CORPORATION

BY _____ ITS _____ TITLE

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

ON THIS, THE ____ DAY OF _____, 2015, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF PULTE HOME CORPORATION, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THEIR NAMES AS OFFICER.

IN WITNESS WHEREOF, I HERELIANTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____

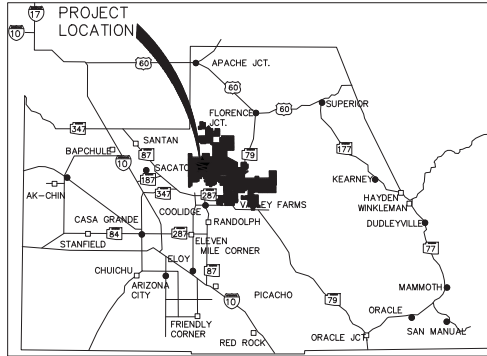
MY COMMISSION EXPIRES _____

IN WITNESS WHEREOF:

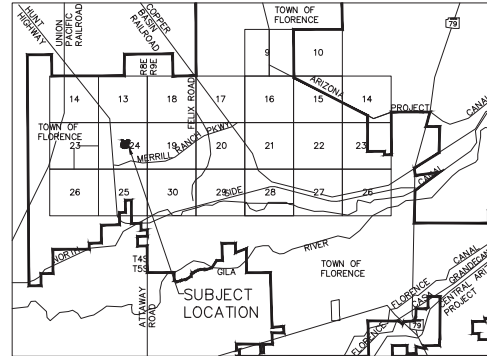
SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AS GRANTEE HAS HERIN CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THE CONVEYANCE OF TRACTS A, B, C, D, E, F, & G BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED.
THIS ____ DAY OF _____, 2015.

SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION

BY _____ ITS _____ TITLE



COUNTY MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

STATE OF ARIZONA) ss.
COUNTY OF PINAL)
I hereby certify that the within instrument is filed in the official records of this County as:
File No: _____
Date: _____
Request of: _____
Witness my hand and official seal
Virginia Ross Pinal County Recorder
By: _____ Deputy

ACKNOWLEDGMENT

STATE OF ARIZONA) ss.
COUNTY OF MARICOPA)
ON THIS, THE ____ DAY OF _____, 2015, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON _____

WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HERELIANTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES _____

WATER AND SEWER SERVICE CERTIFICATION

ANTHEM AT MERRILL RANCH UNIT 36 IS WITHIN THE SERVICE AREA OF JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576. A COMMITMENT TO SUPPLY WATER SERVICE TO THIS PLATTED SUBDIVISION HAS BEEN RECEIVED FROM SAID COMPANY AS EVIDENCE BY JOHNSON UTILITIES DRINKING WATER SERVICE AGREEMENT, A COPY OF WHICH IS SUBMITTED WITH THIS PLAT. ON-SITE SANITARY SEWER DISTRIBUTION LINES WILL BE CONSTRUCTED BY THE DEVELOPER OF THIS SUBDIVISION AND OWNED AND MAINTAINED BY JOHNSON UTILITIES, L.L.C.

JOHNSON UTILITIES L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY _____ ITS _____ TITLE

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

ON THIS, THE ____ DAY OF _____, 2015, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON _____ WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HERELIANTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES _____

MERRILL RANCH COMMUNITY FACILITIES DISTRICT

NOTWITHSTANDING THE FOREGOING, PULTE HOME CORPORATION, A MICHIGAN CORPORATION, COLLECTIVELY WITH SUCCESSORS AND ASSIGNS PURSUANT TO THE HEREAFTER DESCRIBED DEVELOPMENT AGREEMENT, THE "OWNERS" HEREBY RESERVE AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 49-701, ARIZONA REVISED STATUTES, AS AMENDED, HAS BEEN OR IS TO BE CONSTRUCTED, EXCEPT IF RELEASED PRIOR THERETO AS HEREAFTER DESCRIBED. SUCH INTEREST IS TO BE ACQUIRED PURSUANT TO A DEVELOPMENT AGREEMENT, TO BE ENTERED INTO AMONG THE OWNERS, THE TOWN OF FLORENCE, ARIZONA (THE MUNICIPALITY) AND A COMMUNITY FACILITIES DISTRICT TO BE FORMED HEREAFTER BY THE MUNICIPALITY. SUCH DISTRICT WILL ACQUIRE SUCH PUBLIC INFRASTRUCTURE PURSUANT TO SUCH DEVELOPMENT AGREEMENT (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO SUCH DEVELOPMENT AGREEMENT. SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH DEVELOPMENT AGREEMENT AND DECEMBER 31, 2038.

OWNER/DEVELOPER

PULTE HOME CORPORATION
1979 PERIMETER DRIVE, SUITE 100
SCOTTSDALE, ARIZONA 85260
PHONE: (480) 391-6003

BASIS OF BEARING

THE BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 24, (SOUTHEAST CORNER BEING A 2" ALUMINUM CAP STAMPED RLS 21065 AND THE SOUTH QUARTER CORNER A 2" ALUMINUM CAP STAMPED RLS 21965) TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, BEARING BEING SOUTH 88 DEGREES 48 MINUTES 17 SECONDS WEST. THE HORIZONTAL DISTANCE BETWEEN MONUMENTS BEING 2615.82'

APPROVALS

APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR AND THE TOWN ENGINEER OF THE TOWN OF FLORENCE.

ARIZONA, THIS ____ DAY OF _____, 2015.

APPROVED BY: _____ DATE _____
COMMUNITY DEVELOPMENT DIRECTOR
TOWN OF FLORENCE, ARIZONA

APPROVED BY: _____ DATE _____
TOWN ENGINEER
TOWN OF FLORENCE, ARIZONA

APPROVED BY THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, THIS ____ DAY

OF _____, 2015.

APPROVED BY: _____ DATE _____

APPROVED BY: _____ DATE _____

APPROVED BY: _____ DATE _____

APPROVED BY: _____ DATE _____

APPROVED BY: _____ DATE _____

APPROVED BY: _____ DATE _____

APPROVED BY: _____ DATE _____

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APPROVED BY: _____ DATE _____

APPROVED BY: _____ DATE _____

APPROVED BY: _____ DATE _____

APPROVED BY: _____ DATE _____

APPROVED BY: _____ DATE _____

CIVIL ENGINEER

WOOD, PATEL & ASSOCIATES, INC.
2203 S. COUNTRY CLUB DRIVE, SUITE 101
MESA, ARIZONA 85210
PHONE: (480) 334-3300
FAX: (480) 334-3300
CONTACT: SHANE D. MACLARA, P.E.

SHEET INDEX

1	COVER SHEET
2	INDEX MAP
3-6	PLAT SHEETS
7	S.D.T. DETAILS

GABRIEL S. RIOS
REGISTERED LAND SURVEYOR #4802
WOOD, PATEL & ASSOCIATES, INC.
2203 S. COUNTRY CLUB DRIVE, SUITE 101
MESA, ARIZONA 85210

WOOD/PATEL
MISSION: CLIENT SERVICE™
WWW.WOODPATEL.COM
(480) 334-3300
PHOENIX - MESA - TUCSON

ANTHEM AT MERRILL RANCH - UNIT 36
FINAL PLAT

PRELIMINARY
NOT FOR
CONSTRUCTION
OR RECORDING
EXPIRES 12-31-17

CHECKED BY: G.S.R.
CAD TECHNICIAN: L.E.
SCALE: N.T.S.
DATE: 03/25/15
JOB NUMBER: 144229
SHEET: 1 OF 7

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GLA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24, A 2 INCH ALUMINUM CAP STAMPED S24 S19 S25 S30 2010 RLS 21065, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 24, A 2 INCH ALUMINUM CAP STAMPED S24 S25 RLS 21065, BEARS SOUTH 89°48'17" WEST (BASIS OF BEARING), A DISTANCE OF 2610.56 FEET;
 THENCE ALONG THE SOUTH SECTION LINE OF SAID SECTION 24, SOUTH 89°48'17" WEST, A DISTANCE OF 193.85 FEET;
 THENCE LEAVING SAID SOUTH SECTION LINE, NORTH 01°11'43" WEST, A DISTANCE OF 2381.13 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF SPIRIT WAY AS SHOWN ON THE MAP OF DEDICATION FOR SPIRIT WAY PHASE 3, RECORDED IN DOC. 2009-029810, PINAL COUNTY RECORDS, P.C.R., THE MOST SOUTHERLY CORNER OF UNIT 22A AS SHOWN ON THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 22A, RECORDED IN DOC. 2013-02861, P.C.R. A POINT OF INTERSECTION WITH A NON-TANGENT CURVE AND THE POINT OF BEGINNING;
 THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 780.01 FEET, CONCAVE SOUTHERLY, WHOSE RADIUS BEARS SOUTH 10°23'39" EAST, THROUGH A CENTRAL ANGLE OF 98°58'43", A DISTANCE OF 122.23 FEET, TO THE CURVES END;
 THENCE SOUTH 70°37'40" WEST, A DISTANCE OF 338.70 FEET, TO THE BEGINNING OF A CURVE;
 THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 470.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 124°59'39", A DISTANCE OF 1024.62 FEET, TO THE CURVES END;
 THENCE NORTH 19°34'19" EAST, A DISTANCE OF 321.27 FEET, TO THE BEGINNING OF A CURVE;
 THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 880.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 13°57'48", A DISTANCE OF 214.45 FEET, TO A POINT OF CUSP WITH A REVERSE DIRECTION CURVE;
 THENCE SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 30.00 FEET, CONCAVE NORTHEASTERLY WHOSE RADIUS BEARS SOUTH 88°23'27" EAST, THROUGH A CENTRAL ANGLE OF 88°51'01", A DISTANCE OF 45.47 FEET, TO THE CURVES END;
 THENCE SOUTH 85°14'28" EAST, A DISTANCE OF 81.37 FEET, TO THE BEGINNING OF A CURVE;
 THENCE NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
 THENCE SOUTH 86°42'30" WEST, A DISTANCE OF 45.00 FEET;
 THENCE SOUTH 10°45'02" WEST, A DISTANCE OF 31.87 FEET, TO THE BEGINNING OF A CURVE;
 THENCE SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 200.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 07°31'17", A DISTANCE OF 28.37 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
 THENCE NORTH 30°15'30" EAST, A DISTANCE OF 208.90 FEET;
 THENCE SOUTH 74°23'07" EAST, A DISTANCE OF 389.27 FEET, TO THE WEST LINE OF SAID UNIT 22A;
 THENCE ALONG SAID WEST LINE, SOUTH 19°30'07" WEST, A DISTANCE OF 630.24 FEET;
 THENCE SOUTH 10°23'39" EAST, A DISTANCE OF 278.34 FEET, TO THE POINT OF BEGINNING.
 CONTAINING 23.3573 ACRES, OR 1,017,443 SQUARE FEET OF LAND, MORE OR LESS.

NOTES

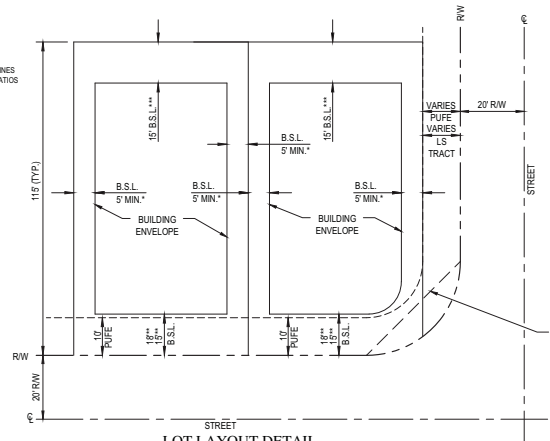
- 1) ALL WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS SUBDIVISION.
- 2) ALL PROPOSED DWELLING UNITS SHALL BE SINGLE FAMILY, DETACHED.
- 3) THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTHEM AT MERRILL RANCH.
- 4) PUBLIC UTILITY FACILITY EASEMENT WILL BE LAND DEDICATED FOR INSTALLATION OF FACILITIES OVERHEAD AND UNDERGROUND, FURNISHED FOR USE BY THE REPUBLIC. THIS TYPE OF EASEMENT MAY BE USED TO DEDICATE INGRESS TO PROPERTY, AS IN PRIVATE STREET SUBDIVISIONS. ALSO INCLUDED ARE IMPROVEMENTS SUCH AS STREET LIGHTS, TRAFFIC SIGNALS, DEVICES, SIGNAGE, AND FLOOD CONTROL. THESE FACILITIES MAY BE OWNED AND OPERATED BY THE MUNICIPALITY OR DULY AUTHORIZED BY STATE AND MUNICIPAL.
- 5) CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES, AND DRIVEWAYS.
- 6) NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPED THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
- 7) ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN EASEMENTS DEDICATED FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF. NO TREES ARE ALLOWED.
- 8) VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND, OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT. (SEE UPPER RIGHT FOR DETAIL).
- 9) ALL TRACTS THAT WILL NOT BE DEDICATED TO THE TOWN OF FLORENCE AND ALL COMMON PROPERTY SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE TOWN OF FLORENCE AND ARE CONVEYED HERETO TO THE SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC. THE SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.
- 10) ALL PROPERTY LINES SHOWN INTERSECTING AN ARC ARE TO BE ASSUMED RADIAL, UNLESS NOTED AS NON-RADIAL (NR).
- 11) POSITIONAL TOLERANCE FOR WALLS COMMON TO TWO LOTS IS +/- 1.00 FOOT FROM COMMON LOT LINE, WALLS COMMON TO A LOT AND A TRACT OR RIGHT-OF-WAY ARE TO BE WITHIN THE WALL MAINTENANCE EASEMENT.

PUBLIC UTILITIES

WATER	JOHNSON UTILITIES COMPANY, LLC
SEWER	JOHNSON UTILITIES COMPANY, LLC
ELECTRIC	ARIZONA PUBLIC SERVICE (APS)
TELEPHONE	CENTURYLINK COMMUNICATIONS
SOLID WASTE DISPOSAL	TOWN OF FLORENCE
CABLE TV	COX COMMUNICATIONS
NATURAL GAS	SOUTHWEST GAS
POLICE	TOWN OF FLORENCE
FIRE & AMBULANCE	TOWN OF FLORENCE
SCHOOLS	FLORENCE UNIFIED SCHOOL DISTRICT

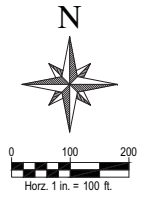
NOTES:

- SIDE YARD SETBACKS: 5' MIN.
- SETBACKS SHOWN ON LOTS ARE MINIMUM DISTANCES FROM THE PROPERTY LINES FOR BUILDING ENVELOPE BOUNDARIES & HOME CONSTRUCTION INCLUDING PATIOS & ACCESSORY STRUCTURE UNLESS OTHERWISE SHOWN ON PLAT.
- *FRONT YARD SETBACKS FROM PROPERTY LINE:
 1. 18' MIN. SETBACK TO FACE OF GARAGE.
 2. 15' MIN. SETBACK TO LIVABLE FRONT PORCH OR SIDE ENTRY GARAGE.
- **REAR YARD SETBACKS: 15' MIN.
- BACK WINDOWS MAY ENCRUGH UP TO 2' INTO REAR YARD SETBACK
- ALL LOTS ARE SINGLE FAMILY DETACHED.



STATE OF ARIZONA }
 COUNTY OF PINAL } ss.
 I, _____
 hereby certify that the within instrument is filed
 in the official records of this County as
 File No: _____
 Date: _____
 Request of:
 Witness my hand and official seal
 Virginia Ross
 Pin. County Recorder
 Deputy

21X21 UNOBTSTRUCTED VIEW
 THROUGH TOWN OF FLORENCE
 ZONING ORD. SECT 4-55(2)
 LOCATED AT THE INTERSECTION OF
 COLLECTOR/ARTERIAL AND/OR
 COLLECTOR/collector STREETS.



WOOD/PATEL
 MISSION: CLIENT SERVICE™
 (850) 934-3300
 WWW.WOODPATEL.COM
 PHOENIX - MESA - TUCSON

ANTHEM AT MERRILL RANCH - UNIT 36
 FINAL PLAT

PRELIMINARY
 NOT FOR
 CONSTRUCTION
 OR RECORDING
 EXPIRES 12.31.17

CHECKED BY: G.S.R.
 CAD TECHNICIAN: L.E.
 SCALE: 1"=100'
 DATE: 03/25/15
 JOB NUMBER: 144229
 SHEET: 2 OF 7

STATE OF ARIZONA }
 COUNTY OF PINAL } ss.
 I, _____
 hereby certify that the within instrument is filed
 in the official records of the County as
 Fee No: _____
 Date: _____
 Request of:
 Witness my hand and official seal

 Pinail County Recorder
 DuPage

WOOD/PATEL
 MISSION: CLIENT SERVICE™
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ANTHEM AT MERRILL RANCH - UNIT 36
 FINAL PLAT

PRELIMINARY
 NOT
 FOR
 CONSTRUCTION
 OR RECORDING
 EXPIRES 10-31-17

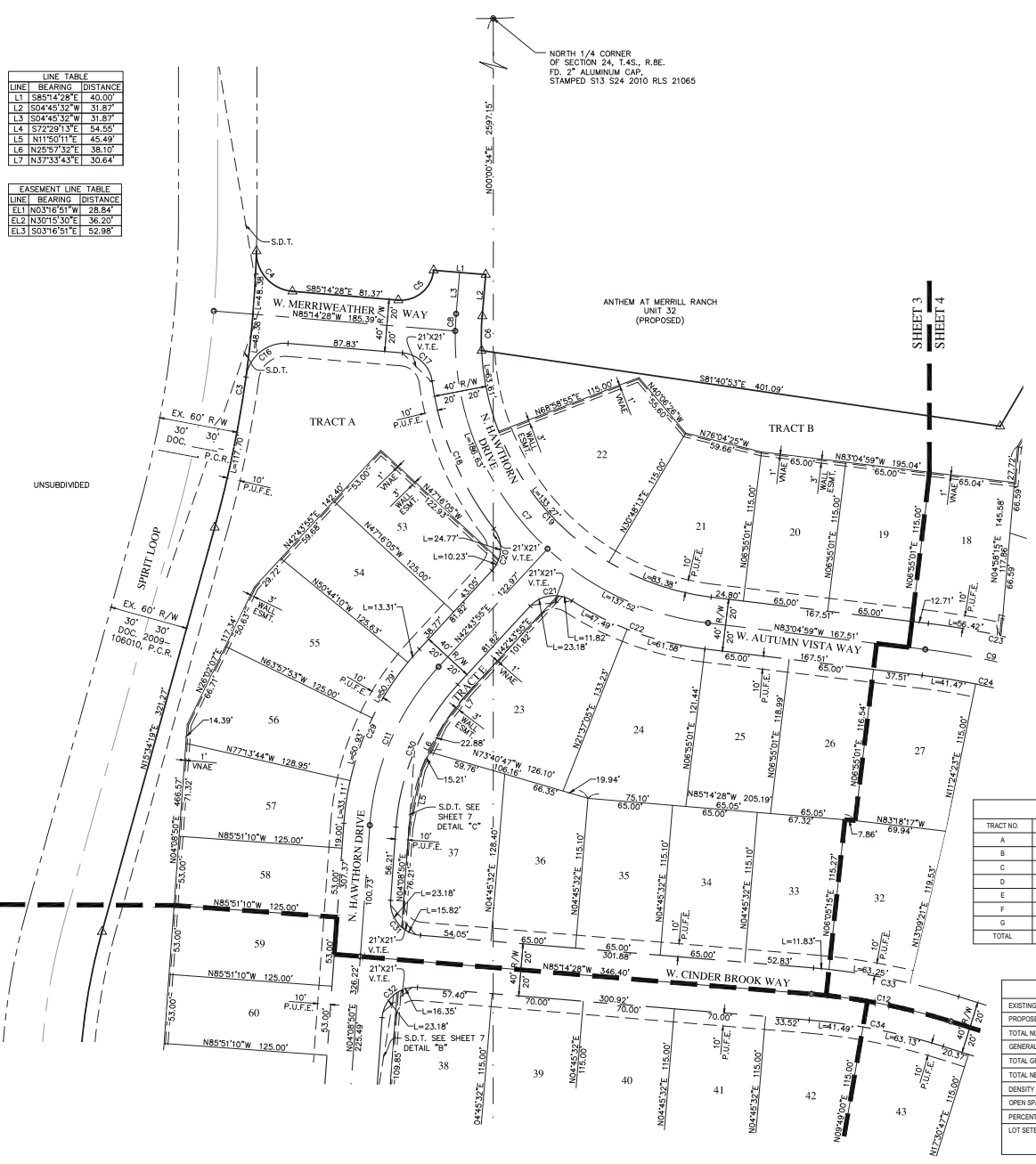
CHECKED BY: G.S.R.
 CAD TECHNICIAN: L.E.
 SCALE: 1"=40'
 DATE: 02/25/15
 JOB NUMBER: 144229
 SHEET: 3 OF 7

CURVE	DELTA	RADIUS	ARC	CHORD	BEARING	CHORD
C1	08°58'43"	780.00	122.23	573.0701	N122°11'	122.11
C2	124°56'39"	470.00	1024.52	S46°54'01"E	R.53.58	833.58
C3	135°7'46"	880.00	214.40	N08°30'26"E	W	213.92
C4	86°51'01"	30.00	45.47	S41°48'58"E	W	41.24
C5	90°00'00"	25.00	39.27	N49°45'32"E	W	35.36
C6	07°33'13"	200.00	26.37	S00°58'55"W	W	26.35
C7	87°50'30"	220.00	337.29	S39°09'44"E	W	305.21
C8	03°25'21"	220.00	13.14	S03°02'51"W	W	13.14
C9	10°55'45"	650.00	101.71	N7°47'06"W	W	101.57
C10	36°14'58"	155.00	98.06	N00°36'42"W	W	96.44
C11	38°35'05"	200.00	134.69	S23°26'23"W	W	132.16
C12	124°51'50"	490.00	109.08	N78°51'51"W	W	108.85
C13	89°23'19"	45.00	70.21	S40°32'49"E	W	63.30
C14	124°51'50"	600.00	133.56	N78°51'51"W	W	133.29
C15	90°00'00"	45.00	70.69	N62°30'47"E	W	63.64
C16	86°51'01"	30.00	45.47	S51°20'01"W	W	41.24
C17	77°19'41"	25.00	33.74	N46°34'38"W	W	31.24
C18	29°34'40"	240.00	123.90	S22°42'08"E	W	122.52
C19	80°17'18"	200.00	280.26	S42°56'20"E	W	257.88
C20	80°13'23"	25.00	35.00	N02°31'33"E	W	32.21
C21	80°13'23"	25.00	35.00	S82°50'37"W	W	32.21
C22	28°02'17"	240.00	109.07	S70°03'50"E	W	108.13
C23	103°35'45"	570.00	105.41	N77°47'06"W	W	105.28
C24	103°35'45"	630.00	98.02	N77°47'06"W	W	97.88
C25	80°00'00"	25.00	39.27	N62°30'47"E	W	35.36
C26	90°00'00"	25.00	39.27	N27°29'13"W	W	35.36
C27	68°25'10"	50.00	57.96	N15°41'52"W	W	54.77
C28	246°25'19"	50.00	215.04	S74°18'08"W	W	83.67
C29	38°35'05"	220.00	148.15	S23°26'23"W	W	145.37
C30	38°35'05"	180.00	121.22	S23°26'23"W	W	118.94
C31	89°23'19"	25.00	39.00	S40°32'49"E	W	35.17
C32	90°36'41"	25.00	39.54	S49°27'11"W	W	35.54
C33	124°51'50"	610.00	113.53	N78°51'51"W	W	113.29
C34	124°51'50"	470.00	104.82	N78°51'51"W	W	104.41
C35	90°00'00"	25.00	39.27	N62°30'47"E	W	35.36
C36	90°00'00"	25.00	39.27	N27°29'13"W	W	35.36
C37	25°50'31"	50.00	22.55	N17°04'06"E	W	22.36
C38	141°04'21"	50.00	123.11	S40°32'49"E	W	94.29
C39	89°23'19"	25.00	39.00	S40°32'49"E	W	35.17
C40	25°50'31"	50.00	22.55	S81°50'16"W	W	22.36
C41	90°00'00"	25.00	39.27	N40°14'28"W	W	35.36
C42	92°43'00"	25.00	40.44	S51°07'01"W	W	36.18
C43	124°51'50"	620.00	138.01	N78°51'51"W	W	137.73
C44	100°21'16"	580.00	101.61	N77°30'21"W	W	101.48
C45	90°00'00"	25.00	39.27	N62°30'47"E	W	35.36
C46	25°50'31"	50.00	22.55	N53°35'58"W	W	22.36
C47	141°04'21"	50.00	123.64	N62°30'47"E	W	94.46
C48	25°50'31"	50.00	22.55	S04°35'31"W	W	22.36
C49	96°31'30"	30.00	50.54	N53°01'17"E	W	44.77
C50	96°31'30"	30.00	50.54	S43°01'31"E	W	44.77

LINE	BEARING	DISTANCE
L1	S85°42'28"E	40.00
L2	S04°45'32"W	31.87
L3	S04°45'32"W	31.87
L4	S72°29'13"E	54.55
L5	N11°50'11"E	45.49
L6	N25°57'32"E	38.10
L7	N37°33'43"E	30.64

LINE	BEARING	DISTANCE
EL1	N03°18'51"W	28.84
EL2	N30°15'30"E	36.20
EL3	S03°16'51"E	52.98

CURVE	DELTA	RADIUS	ARC	CHORD	BEARING	CHORD
ECT	23°34'41"	50.00	20.58	364°59'51"W	W	20.43



LEGEND

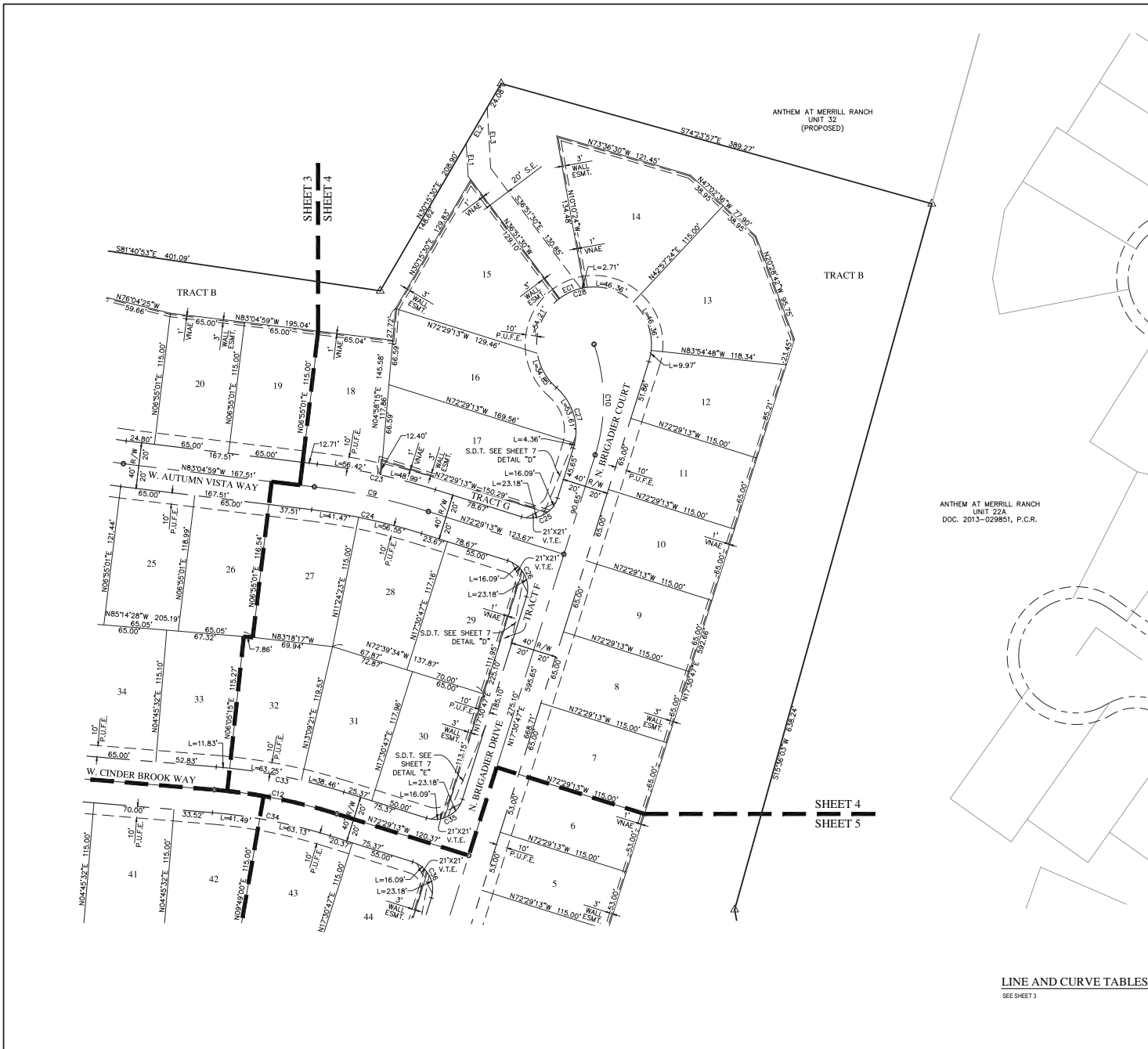
- ▲ CORNER OF THIS SUBDIVISION
- SET MONUMENT W/BS TAG OR CAP
- UNLESS OTHERWISE NOTED
- SURVEY MONUMENT FOUND AS NOTED
- BRASS CAP TO BE SET BY CONTRACTOR AT TIME OF CONSTRUCTION
- RIGHT-OF-WAY
- EXISTING
- FD.
- DOC.
- P.U.F.E. PUBLIC UTILITY AND FACILITIES EASEMENT
- V.A.E. VEHICULAR NON-ACCESS EASEMENT
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- P.A.E. PEDESTRIAN ACCESS EASEMENT
- BOUNDARY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE AS NOTED

TRACT TABLE

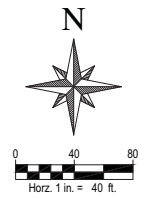
TRACT NO.	SQ. FT.	ACRES	USE
A	80,871	1.86	OPEN SPACE, RETENTION L.S.E. D.E. P.A.E.
B	227,860	5.23	OPEN SPACE, RETENTION L.S.E. D.E. P.A.E.
C	2,080	0.06	OPEN SPACE, L.S.E.
D	2,129	0.06	OPEN SPACE, L.S.E.
E	2,928	0.07	OPEN SPACE, L.S.E.
F	2,131	0.05	OPEN SPACE, L.S.E.
G	1,468	0.03	OPEN SPACE, L.S.E.
TOTAL	319,243	7.33	

LAND USE SUMMARY TABLE

EXISTING ZONING	PUD R-1
PROPOSED ZONING	PUD R-1 (100% OF LOTS)
TOTAL NUMBER OF LOTS	69
GENERAL PLAN CLASSIFICATION	MPC
TOTAL GROSS AREA	1,017,428 SQ.FT. 23.36 AC
TOTAL NET AREA	1,017,428 SQ.FT. 23.36 AC
DENSITY	2.95 DUNNET AC
OPEN SPACE	319,243 SQ.FT. 7.33 AC
PERCENTAGE OF OPEN SPACE	31.38%
LOT SETBACKS	FRONT - 18' GARAGE, 15' LIVABLE REAR - 10' SIDE - 5'



STATE OF ARIZONA }
 COUNTY OF PINAL } ss.
 I hereby certify that the within instrument is filed
 in the official records of this County as
 Fee No: _____
 Date: _____
 Request of: _____
 Witness my hand and official seal
 Virginia Ross Pinal County Recorder
 By: _____ Deputy



LOT TABLE

LOT NO.	SQ. FT.	ACRES	LOT NO.	SQ. FT.	ACRES
1	7,086	0.16	36	7,914	0.18
2	6,882	0.16	37	9,124	0.21
3	6,351	0.15	38	8,261	0.19
4	6,095	0.14	39	8,050	0.18
5	6,095	0.14	40	8,050	0.18
6	6,095	0.14	41	8,050	0.18
7	7,475	0.17	42	8,073	0.19
8	7,475	0.17	43	8,773	0.20
9	7,475	0.17	44	8,026	0.19
10	7,475	0.17	45	7,770	0.18
11	7,475	0.17	46	6,729	0.15
12	6,466	0.15	47	6,755	0.16
13	11,969	0.27	48	6,796	0.16
14	12,074	0.28	49	6,670	0.15
15	10,799	0.25	50	6,670	0.15
16	10,554	0.23	51	6,670	0.15
17	10,540	0.24	52	6,742	0.15
18	7,759	0.18	53	6,618	0.15
19	7,475	0.17	54	6,968	0.16
20	7,475	0.17	55	6,272	0.14
21	9,917	0.23	56	8,307	0.19
22	11,064	0.26	57	7,758	0.18
23	12,030	0.28	58	6,625	0.15
24	9,977	0.23	59	6,625	0.15
25	7,814	0.18	60	6,625	0.15
26	7,655	0.18	61	6,625	0.15
27	8,650	0.20	62	6,625	0.15
28	8,637	0.20	63	6,537	0.15
29	6,170	0.14	64	8,977	0.21
30	7,650	0.18	65	10,258	0.24
31	8,078	0.19	66	7,361	0.17
32	8,222	0.19	67	6,625	0.15
33	7,596	0.17	68	6,625	0.15
34	7,482	0.17	69	6,625	0.15
35	7,482	0.17	70	6,625	0.15
TOTAL		560,060	12.53		
AVERAGE		7,914	0.18		

ALL LOTS ARE PUD R-1

LEGEND

△	CORNER OF THIS SUBDIVISION
○	SET MONUMENT W/RLS TAG OR CAP
○	UNLESS OTHERWISE NOTED
○	SURVEY MONUMENT FOUND AS NOTED
○	BRACK CAP TO BE SET BY CONTRACTOR
○	AT TIME OF CONSTRUCTION
○	FOUND
DOC	DOCUMENT
P.U.F.E.	PUBLIC UTILITY AND FACILITIES EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
P.C.R.	PINAL COUNTY RECORDS
S.E.	SEWER EASEMENT
V.T.E.	VISIBILITY TRIANGLE EASEMENT
ESMT.	EASEMENT
S.D.T.	SIGHT DISTANCE TRIANGLE
L.S.E.	LANDSCAPE EASEMENT
D.E.	DRAINAGE EASEMENT
P.A.E.	PEDESTRIAN ACCESS EASEMENT
—	BOUNDARY LINE
—	LOT LINE
—	CENTER LINE
—	SECTION LINE
—	RIGHT-OF-WAY LINE
—	EASEMENT LINE AS NOTED

LINE AND CURVE TABLES
 SEE SHEET 3

ANTHEM AT MERRILL RANCH
 UNIT 32
 (PROPOSED)

ANTHEM AT MERRILL RANCH
 UNIT 22A
 DOC. 2013-029851, P.C.R.

WOOD/PATEL
 MISSION: CLIENT SERVICE™
 WWW.WOODPATEL.COM
 (480) 934-3300
 PHOENIX - MESA - TUCSON

FINAL PLAT

ANTHEM AT MERRILL RANCH - UNIT 36

PRELIMINARY
 NOT FOR
 CONSTRUCTION
 OR RECORDING
 EXPIRES 10-31-17

CHECKED BY: G.S.R.
 CAD TECHNICIAN: L.E.
 SCALE: 1"=40'
 DATE: 03/25/15
 JOB NUMBER: 144229
 SHEET: 4 OF 7

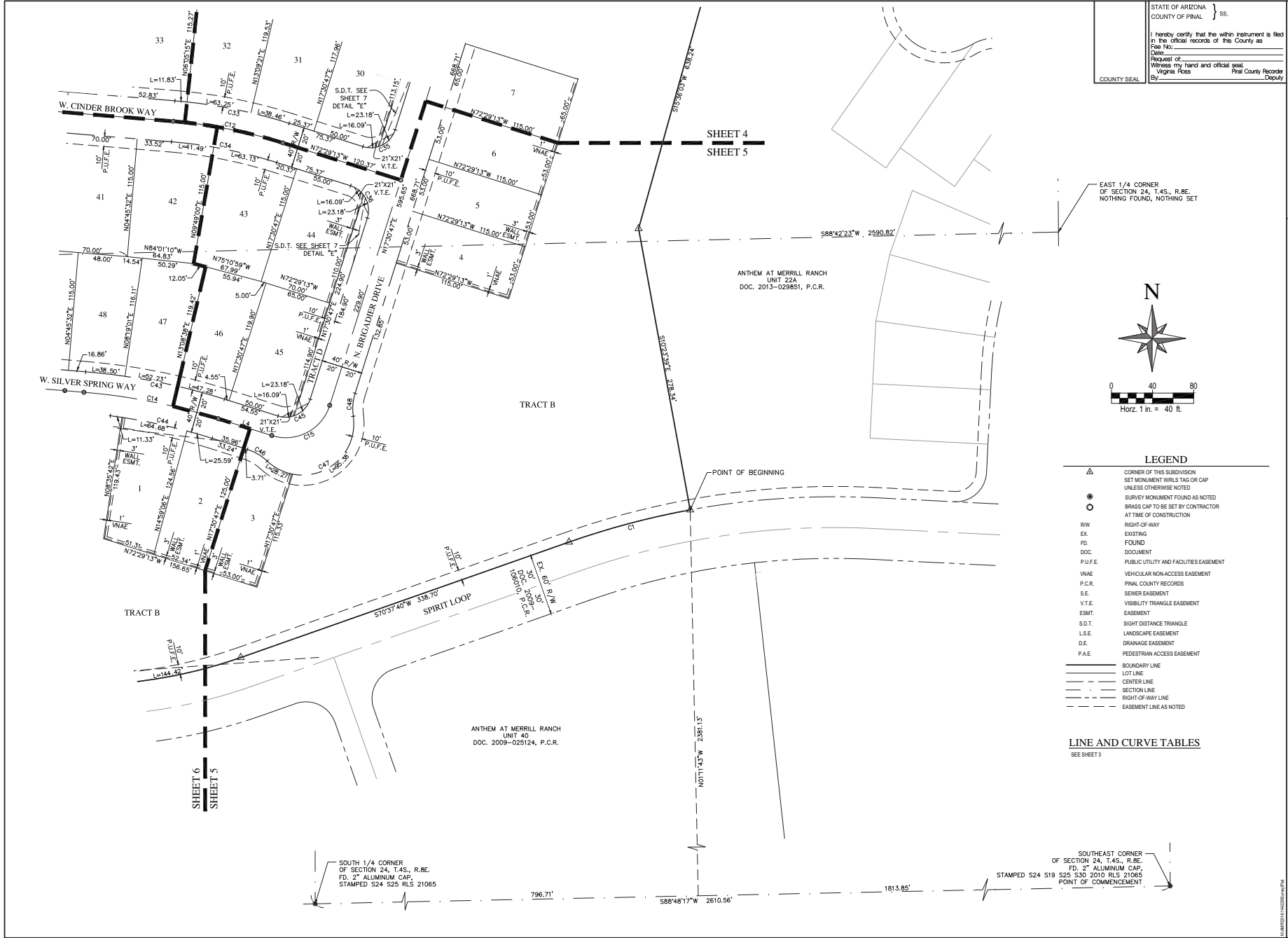
STATE OF ARIZONA }
 COUNTY OF PINAL } ss.
 I hereby certify that the within instrument is filed
 in the official records of this County as
 Fee No: _____
 Date: _____
 Request of: _____
 Witness my hand and official seal
 Virginia Ross Pinale County Recorder
 By: _____ Deputy

WOOD/PATEL
 MISSION: CLIENT SERVICE™
 WWW.WOODPATEL.COM
 PHOENIX - MESA - TUCSON

ANTHEM AT MERRILL RANCH - UNIT 36
 FINAL PLAT

PRELIMINARY
 NOT
 FOR
 CONSTRUCTION
 OR RECORDING
 EXPIRES 12.31.17

CHECKED BY: G.S.R.
 CAD TECHNICIAN: L.E.
 SCALE: 1"=40'
 DATE: 02/25/15
 JOB NUMBER: 144229
 SHEET: 5 OF 7



EAST 1/4 CORNER
 OF SECTION 24, T.4S., R.8E.
 NOTHING FOUND, NOTHING SET

ANTHEM AT MERRILL RANCH
 UNIT 22A
 DOC. 2013-029851, P.C.R.

ANTHEM AT MERRILL RANCH
 UNIT 40
 DOC. 2009-025124, P.C.R.

SOUTH 1/4 CORNER
 OF SECTION 24, T.4S., R.8E.
 FD. 2" ALUMINUM CAP,
 STAMPED S24 S25 R15 21065

SOUTHEAST CORNER
 OF SECTION 24, T.4S., R.8E.
 FD. 2" ALUMINUM CAP,
 STAMPED S24 S19 S25 S30 2010 R15 21065
 POINT OF COMMENCEMENT

LEGEND

- △ CORNER OF THIS SUBDIVISION SET MONUMENT WITH TAG OR CAP UNLESS OTHERWISE NOTED
- SURVEY MONUMENT FOUND AS NOTED BRASS CAP TO BE SET BY CONTRACTOR AT TIME OF CONSTRUCTION
- RIGHT-OF-WAY
- EX EXISTING
- FD. FOUND
- DOC. DOCUMENT
- P.U.F.E. PUBLIC UTILITY AND FACILITIES EASEMENT
- V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
- P.C.R. PINAL COUNTY RECORDS
- S.E. SEWER EASEMENT
- V.T.E. VISIBILITY TRIANGLE EASEMENT
- ESMT. EASEMENT
- S.D.T. SIGHT DISTANCE TRIANGLE
- L.S.E. LANDSCAPE EASEMENT
- D.E. DRAINAGE EASEMENT
- P.A.E. PEDESTRIAN ACCESS EASEMENT
- BOUNDARY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE AS NOTED

LINE AND CURVE TABLES
 SEE SHEET 3

SHEET 3
SHEET 6

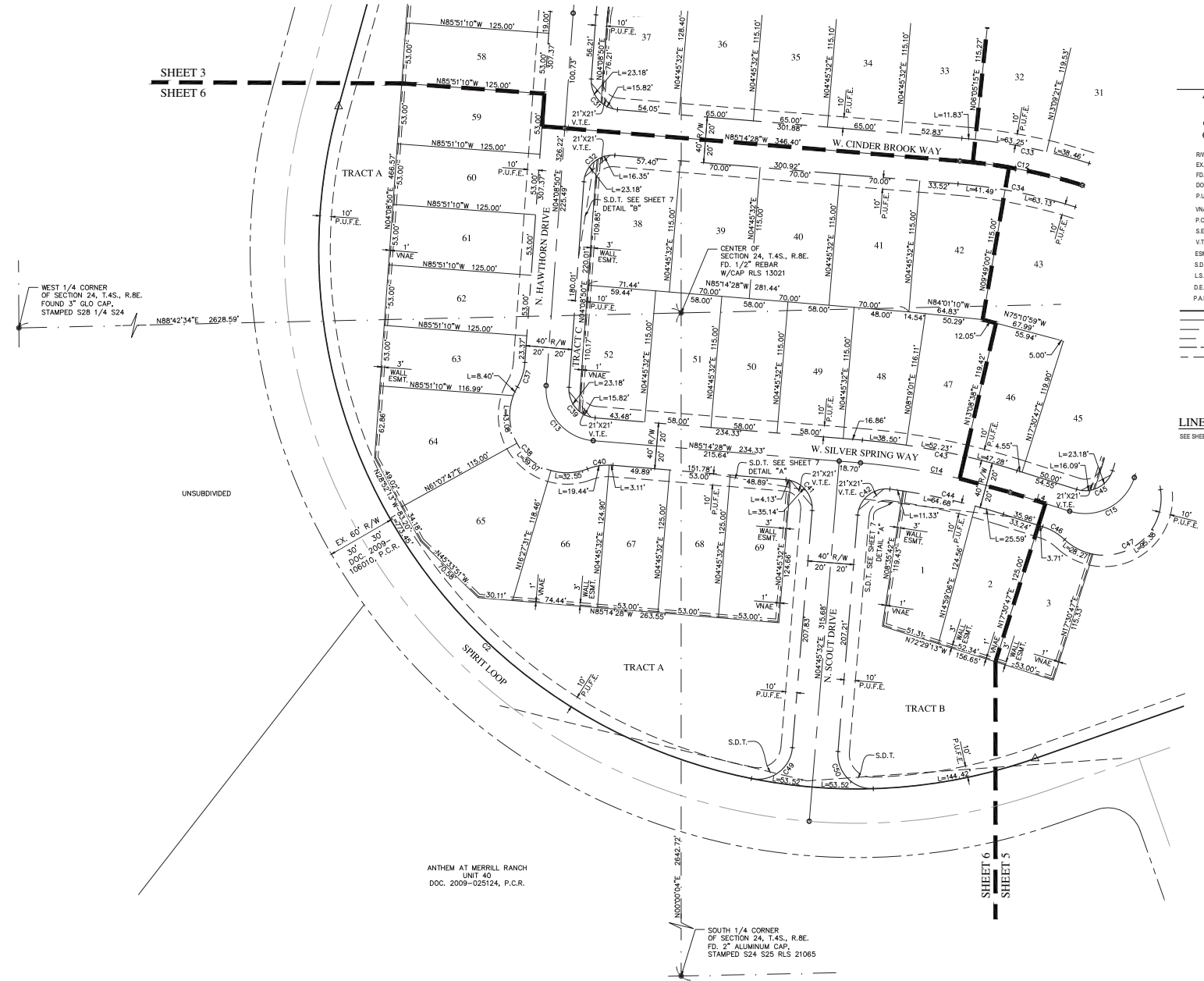
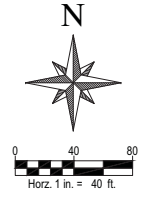
STATE OF ARIZONA }
COUNTY OF PINAL } ss.
I hereby certify that the within instrument is filed
in the official records of this County as
Fee No: _____
Date: _____
Request of: _____
Witness my hand and official seal
Virginia Ross Pinal County Recorder
By: _____ Deputy

WOOD/PATEL
MISSION: CLIENT SERVICE™
WWW.WOODPATEL.COM
(800) 934-3300
PHOENIX - MESA - TUCSON

LEGEND

- △ CORNER OF THIS SUBDIVISION
- SET MONUMENT W/RELS TAG OR CAP
- UNLESS OTHERWISE NOTED
- SURVEY MONUMENT FOUND AS NOTED
- BRASS CAP TO BE SET BY CONTRACTOR
- AT TIME OF CONSTRUCTION
- R/W RIGHT-OF-WAY
- EX EXISTING
- FD FOUND
- DOC DOCUMENT
- P.U.F.E. PUBLIC UTILITY AND FACILITIES EASEMENT
- VNAE VEHICULAR NON-ACCESS EASEMENT
- P.C.R. PINAL COUNTY RECORDS
- S.E. SEWER EASEMENT
- V.T.E. VISIBILITY TRIANGLE EASEMENT
- ESMT. EASEMENT
- S.D.T. SIGHT DISTANCE TRIANGLE
- L.S.E. LANDSCAPE EASEMENT
- D.E. DRAINAGE EASEMENT
- P.A.E. PEDESTRIAN ACCESS EASEMENT
- BOUNDARY LINE
- - - LOT LINE
- - - CENTER LINE
- - - SECTION LINE
- - - RIGHT-OF-WAY LINE
- - - EASEMENT LINE AS NOTED

LINE AND CURVE TABLES
SEE SHEET 3



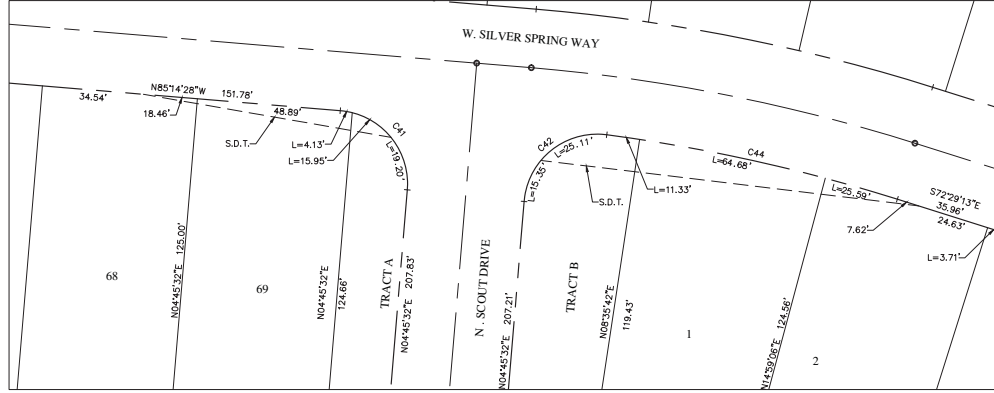
ANTHEM AT MERRILL RANCH
UNIT 40
DOC. 2009-025124, P.C.R.

SOUTH 1/4 CORNER
OF SECTION 24, T.4S., R.8E.
FD. 2" ALUMINUM CAP.
STAMPED S24 S25 RLS 21065

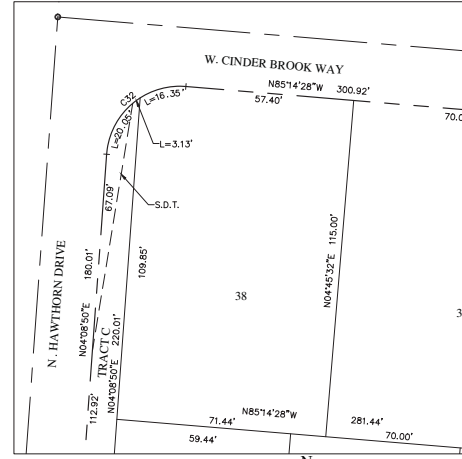
ANTHEM AT MERRILL RANCH - UNIT 36
FINAL PLAT



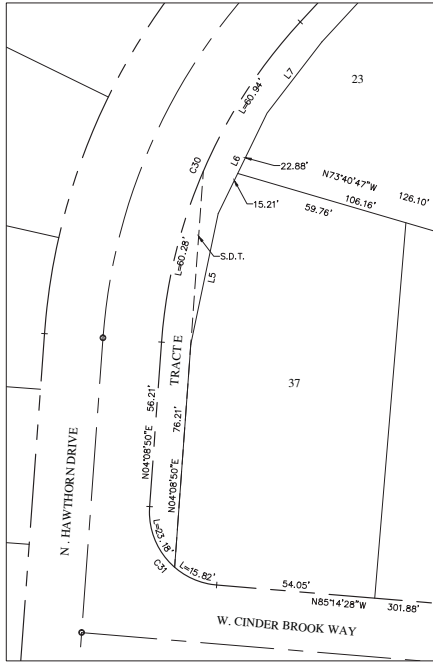
CHECKED BY: G.S.R.
CAD TECHNICIAN: L.E.
SCALE: 1"=40'
DATE: 03/25/15
JOB NUMBER: 144229
SHEET: 6 OF 7



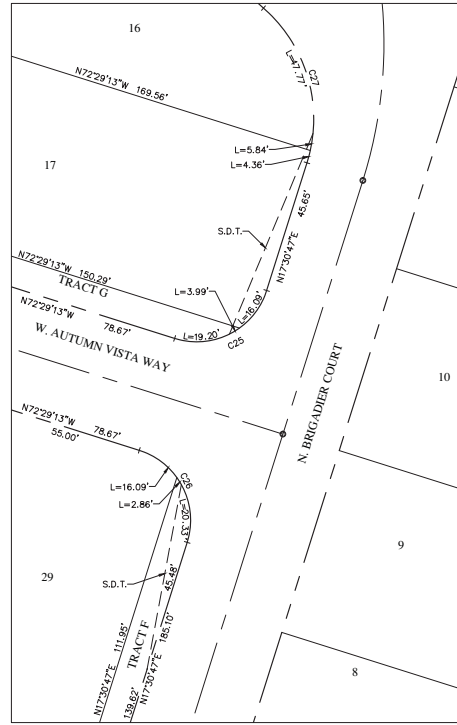
DETAIL "A"
SCALE 1"=20'



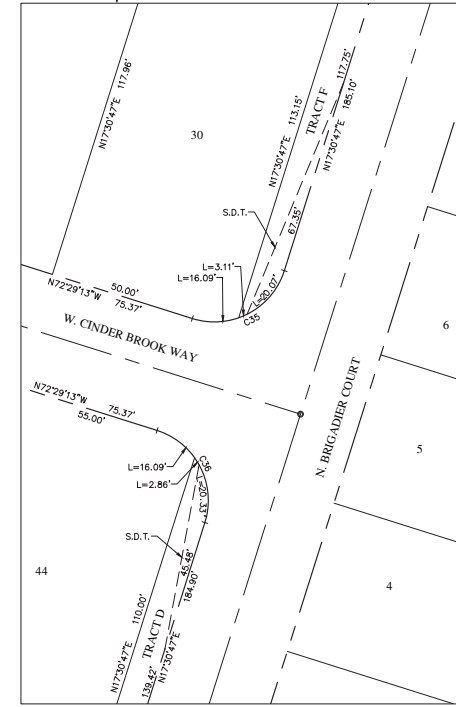
DETAIL "B"
SCALE 1"=20'



DETAIL "C"
SCALE 1"=20'



DETAIL "D"
SCALE 1"=20'



DETAIL "E"
SCALE 1"=20'




STATE OF ARIZONA }
COUNTY OF PINAL } ss.
I hereby certify that the within instrument is filed
in the official records of this County as
Fee No: _____
Date: _____
Request of: _____
Witness my hand and official seal
Virginia Ross
Pinal County Recorder
Deputy

WOOD/PATEL
MISSION: CLIENT SERVICE™
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ANTHEM AT MERRILL RANCH - UNIT 36
FINAL PLAN



CHECKED BY: G.S.R.
CAD TECHNICIAN: L.E.
SCALE: 1"=20'
DATE: 03/25/15
JOB NUMBER: 144229
SHEET: 7 OF 7

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7f.
MEETING DATE: May 4, 2015 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP, Community Development Director SUBJECT: Resolution No. 1509-15: Merrill Ranch Constitution Way Phase 2 and National Way Map of Dedication		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1509-15: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE MAP OF DEDICATION FOR CONSTITUTION WAY PHASE 2 AND NATIONAL WAY, REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BACKGROUND/DISCUSSION:

Pulte Homes is requesting approval of this Map of Dedication. Constitution Way and National Way are both defined as a major collector roadways, each having an 80-foot right-of-way. These roadways will provide connectivity from the Anthem at Merrill Ranch Parkside community to the first phases of Merrill Ranch. National Way provides convenient connectivity to Felix Road and Constitution Way connects to Merrill Ranch Parkway, which in turn connects to both Hunt Highway and Felix Road. Constitution Way improvements are expected to be completed by 2016 and National Way improvements will extend eastward to Felix Road in two phases by 2019 (sooner based on the rate of development).

It is noted that these planned roadway dedications and improvements are directly correlated with Pulte's plans to develop Merrill Ranch Unit 53, which is within the Merrill Ranch PUD, but was recently incorporated into the Anthem at Merrill Ranch master planned community.

FINANCIAL IMPACT:

Pulte Homes will construct the roadways to Town standards. The Town will maintain the roadways after the end of the construction warranty periods.

RECOMMENDATION:

Motion to adopt Resolution No. 1509-15 for the Merrill Ranch Constitution Way Phase 2 and National Way Map of Dedication located within the Merrill Ranch development.

ATTACHMENTS:

Resolution No. 1509-15
Constitution Way Phase 2 and National Way Map of Dedication

RESOLUTION NO. 1509-15

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE MAP OF DEDICATION FOR CONSTITUTION WAY PHASE 2 AND NATIONAL WAY, REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. Approve the Map of Dedication for Constitution Way Phase 2 and National Way subject to Developer/Owner's compliance with all applicable laws and ordinances.
2. Require that the Developer/Owner secures its provision of the installation or construction of the required improvements with one of the following alternatives prior to execution of the plat by Town officials and employees and recordation of the Map of Dedication with the Office of the Pinal County Recorder:
 - a. Provide an infrastructure assurance in an amount of the full cost, as determined by the Town Engineer, of the materials and the installation or construction necessary to complete the roadway improvements. Said guarantee shall be in the form of a performance bond, an irrevocable letter of credit, or cash funds in escrow or on deposit with the Town prior to recording of the Map of Dedication. The required improvements for which the guarantee is provided must be completed in accordance with the construction schedule approved by the Town Engineer or the Town may, without further Council action, declare the financial guarantee to be in default, call on the guarantee, and require that all the improvements be installed; or
 - b. At the request of the Developer/Owner, the Developer/Owner shall enter into an agreement which shall require completion of the required improvements no later than twelve months from the date this Map of Dedication is approved herein and the Town Community Development Director shall withhold recordation of the map of dedication in the Office of the Pinal County Recorder until the Town Engineer has verified such completion. If Developer/Owner does not complete the improvements within 12 months of this approval, the approval shall expire and be deemed withdrawn.

3. Authorize execution by the Town Manager of any documentation necessary to provide the above-referenced financial guarantee and/or agreement requiring completion of the public improvements.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 4th day of May 2015.

Tom J. Rankin, Mayor

ATTEST:

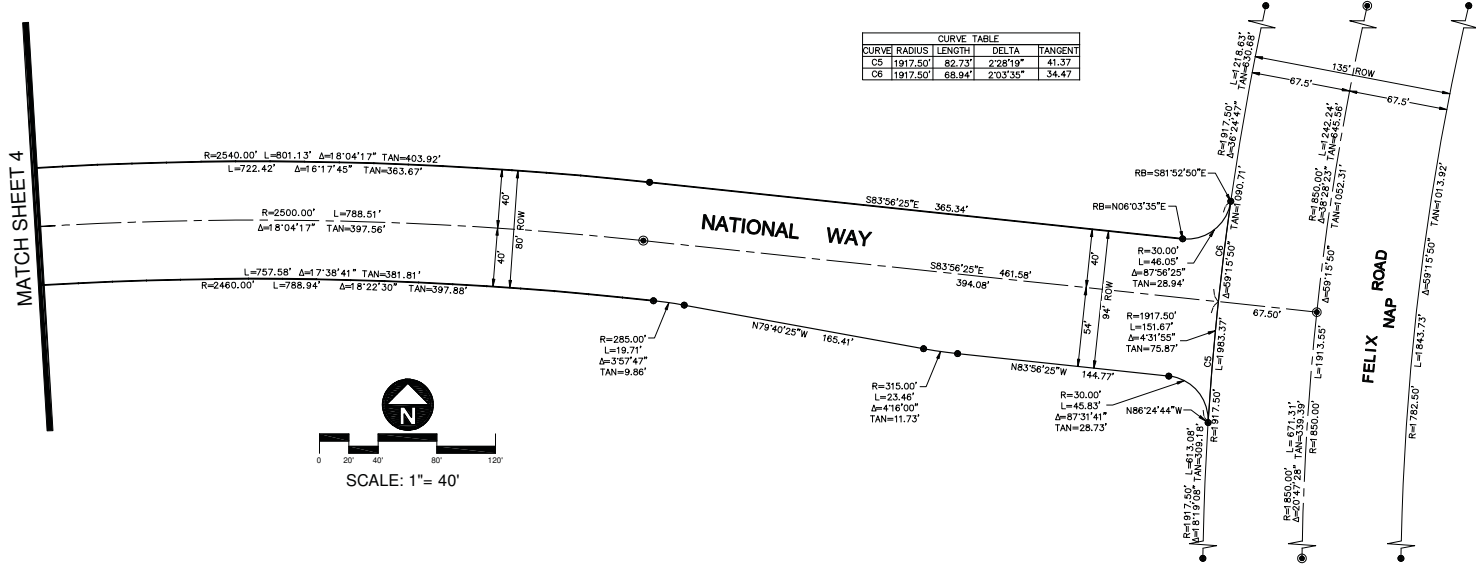
APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

MATCH SHEET 4

CURVE	RADIUS	LENGTH	DELTA	TANGENT
CS	1917.50'	82.73'	228.19°	41.37'
CS	1917.50'	68.94'	203.55°	34.47'



RECORDER

STATE OF ARIZONA }
 COUNTY OF PINAL } SS

I hereby certify that the within instrument is filed in the official records of this County as File No. _____
 Date: _____
 Request of: _____
 Witness my hand and official seal:
 Virginia Ross Pinal County Recorder
 By: _____ Deputy

SYMBOL LEGEND

- ⊕ SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- ⊕ QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- ⊕ CENTERLINE MONUMENT, TO BE SET AT TIME OF CONSTRUCTION, (UNLESS NOTED OTHERWISE)
- ⊕ REBAR & CAP, PLS. 21065 TO BE SET AT TIME OF CONSTRUCTION, (UNLESS NOTED OTHERWISE)
- IRON PIPE, (AS NOTED)
- △ USGS SURVEY MONUMENT, (AS NOTED)
- + EXISTING PK NAIL

LINE LEGEND

- BREAK LINE
- CENTERLINE OF RAILROAD
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- ROW
- SECTION LINE
- SECTION TIES

ABBREVIATIONS

(AC) ACRE	BC. BOOK	IP IRON PIPE	(NR) INDICATES LINE IS NOT RADIAL TO CURVE	R # E RANGE LINE No. EAST	TOF TOWN OF FLORENCE	MOD MAP OF DEDICATION
AC ALUMINUM CAP	BOB BASIS OF BEARING	LS##### LAND SURVEYORS REGISTRATION No.	PCR PINAL COUNTY RECORD	(R) RECORD BEARING OR DISTANCE	T # S TOWNSHIP LINE No. SOUTH	DKT DOCKET
BC BRASS CAP	€ CENTER LINE	(M) MEASURED BEARING OR DISTANCE	PG PAGE	(RB) RADIAL BEARING	USGS UNITED STATES COASTAL & GEODETIC SURVEY	NTS NOT TO SCALE
BOH BRASS CAP IN HAND HOLE	FD FOUND MONUMENT	MOL MORE OR LESS	POHD PINAL COUNTY HIGHWAY DEPARTMENT	ROW RIGHT OF WAY	USDOI UNITED STATES DEPARTMENT OF INTERIOR	LE LANDSCAPE EASEMENT
BLM BUREAU OF LAND MANAGEMENT	GLO GENERAL LAND OFFICE	NO ID NO IDENTIFICATION, (NO LS No.)	POB POINT OF BEGINNING	S # SECTION No.	WC WITNESS CORNER	



DATE:	FEBRUARY 22, 2015
DESIGNED BY:	MOG
DRAWN BY:	STS
REVIEWED BY:	JWW
PROJECT:	
CODE:	MOD

REVISIONS:	

PULTE GROUP
 CONSTITUTION WAY, PHS. 2
 AND NATIONAL WAY
 MAP OF DEDICATION
 SITUATED WITHIN SECTION 30,
 TOWNSHIP 4 SOUTH, RANGE 9 EAST,
 OF THE GILA AND SALT RIVER MERIDIAN,
 TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

ROAD LAYOUT SHEET 5 OF 5

100-1070-0000000000 Location: Pinal County, AZ
 Revised: 02/20/2015
 Project: 100-1070-0000000000
 Date: 02/20/2015
 Scale: 1" = 40'

VERSION 2



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 7g.

MEETING DATE: May 4, 2015

DEPARTMENT: Community Development

STAFF PRESENTER: Mark Eckhoff, AICP,
Community Development Director

SUBJECT: Resolution No. 1510-15: Anthem at Merrill
Ranch Spirit Loop Phase 4 Map of Dedication

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
 - Regulatory
 - 1st Reading
 - 2nd Reading
- Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1510-15: A RESOLUTION OF THE THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE MAP OF DEDICATION FOR SPIRIT LOOP PHASE 4, REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BACKGROUND/DISCUSSION:

Pulte Homes is requesting approval of this Map of Dedication. Spirt Loop is defined as a major collector roadway within the Anthem at Merrill Ranch master planned community. Consistent with existing portions of this loop roadway, this planned roadway will have a right-of-way width of 80 feet. This portion of the loop roadway will connect to previous phases of Spirit Loop, which will in turn finish the loop that connects to Sun City Boulevard. Sun City Boulevard in turn connects to Merrill Ranch Parkway, which provides connectivity to Hunt Highway and Felix Road.

Pulte Homes plans on completing the entire length of Spirt Loop by 2017 in order to support new development and increasing traffic demands within the Sun City community.

FINANCIAL IMPACT:

Pulte Homes will construct the roadway to Town standards. The Town will maintain the roadway after the end of the construction warranty period.

RECOMMENDATION:

Motion to adopt Resolution No. 1510-15 for the Spirit Loop Phase 4 Map of Dedication located within the Anthem at Merrill Ranch development.

ATTACHMENTS:

Resolution No. 1510-15
Spirit Loop Phase 4 Map of Dedication

RESOLUTION NO. 1510-15

A RESOLUTION OF THE THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE MAP OF DEDICATION FOR SPIRIT LOOP PHASE 4, REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. Approve the Map of Dedication for Spirt Loop Phase 4 subject to Developer/Owner's compliance with all applicable laws and ordinances.
2. Require that the Developer/Owner secures its provision of the installation or construction of the required improvements with one of the following alternatives prior to execution of the plat by Town officials and employees and recordation of the Map of Dedication with the Office of the Pinal County Recorder:
 - a. Provide an infrastructure assurance in an amount of the full cost, as determined by the Town Engineer, of the materials and the installation or construction necessary to complete the roadway improvements. Said guarantee shall be in the form of a performance bond, an irrevocable letter of credit, or cash funds in escrow or on deposit with the Town prior to recording of the Map of Dedication. The required improvements for which the guarantee is provided must be completed in accordance with the construction schedule approved by the Town Engineer or the Town may, without further Council action, declare the financial guarantee to be in default, call on the guarantee, and require that all the improvements be installed; or
 - b. At the request of the Developer/Owner, the Developer/Owner shall enter into an agreement which shall require completion of the required improvements no later than 12 months from the date this Map of Dedication is approved herein and the Town Community Development Director shall withhold recordation of the Map of Dedication in the Office of the Pinal County Recorder until the Town Engineer has verified such completion. If Developer/Owner does not complete the improvements within 12 months of this approval, the approval shall expire and be deemed withdrawn.

3. Authorize execution by the Town Manager of any documentation necessary to provide the above-referenced financial guarantee and/or agreement requiring completion of the public improvements.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 4th day of May 2015.

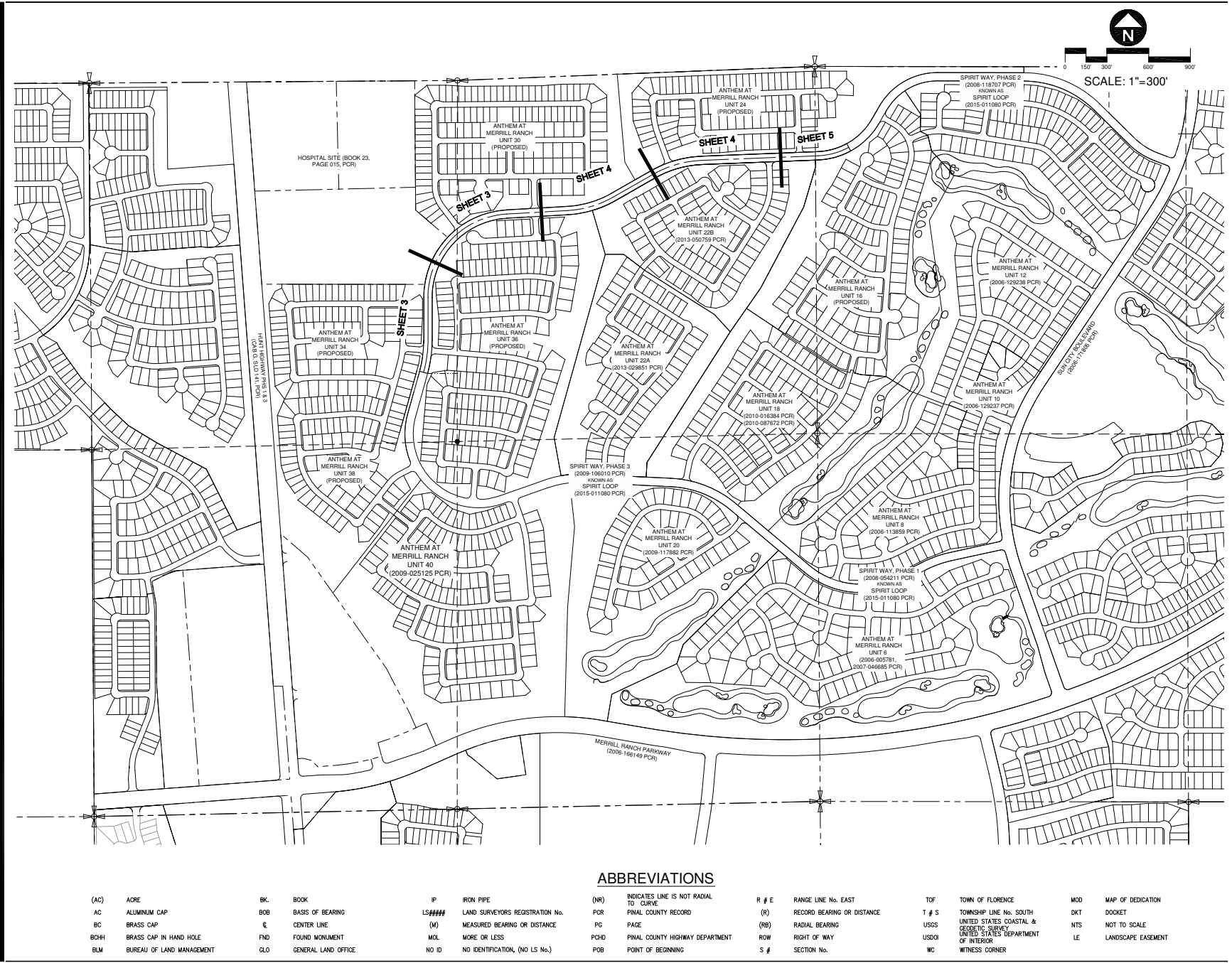
Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney



RECORDER

STATE OF ARIZONA
COUNTY OF PINAL

I hereby certify that the within instrument is filed in the official records of this County as File No. _____ Date _____ Request of _____ Witness my hand and official seal _____ Virginia Ross Pinel County Recorder By: _____ Deputy

- SYMBOL LEGEND**
- SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
 - QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
 - CENTERLINE MONUMENT, TO BE SET AT TIME OF CONSTRUCTION, (UNLESS NOTED OTHERWISE)
 - REBAR & CAP, PLS 21065 TO BE SET AT TIME OF CONSTRUCTION, (UNLESS NOTED OTHERWISE)
 - IRON PIPE, (AS NOTED)
 - USGS SURVEY MONUMENT, (AS NOTED)
 - EXISTING PK NAIL
 - [###]# DISTANCE BETWEEN TERMINAL POINTS

- LINE LEGEND**
- BREAK LINE
 - CENTERLINE OF RAILROAD
 - CENTERLINE OF ROADWAY
 - EASEMENT LINE
 - ROW
 - SECTION LINE
 - SECTION TIES
 - INDICATES THAT PORTION OF THE 33' COUNTY RIGHT-OF-WAY EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

BAXTER DESIGN GROUP
7880 N. Dobson Rd., Suite 200
Scottsdale, AZ 85258
(480) 818-0001

DATE:	MARCH 28, 2015	
DESIGNED BY:	MOD	
DRAWN BY:	STAFF	
CHECKED BY:	JWV	
PROJECT:		
CODE:	MOD	

REVISION:	

**PULTE GROUP
SPIRIT LOOP PHASE 4
MAP OF DEDICATION**

SITUATED WITHIN NORTH HALF OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, TOWN OF FLORENCE, ARIZONA.

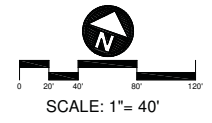
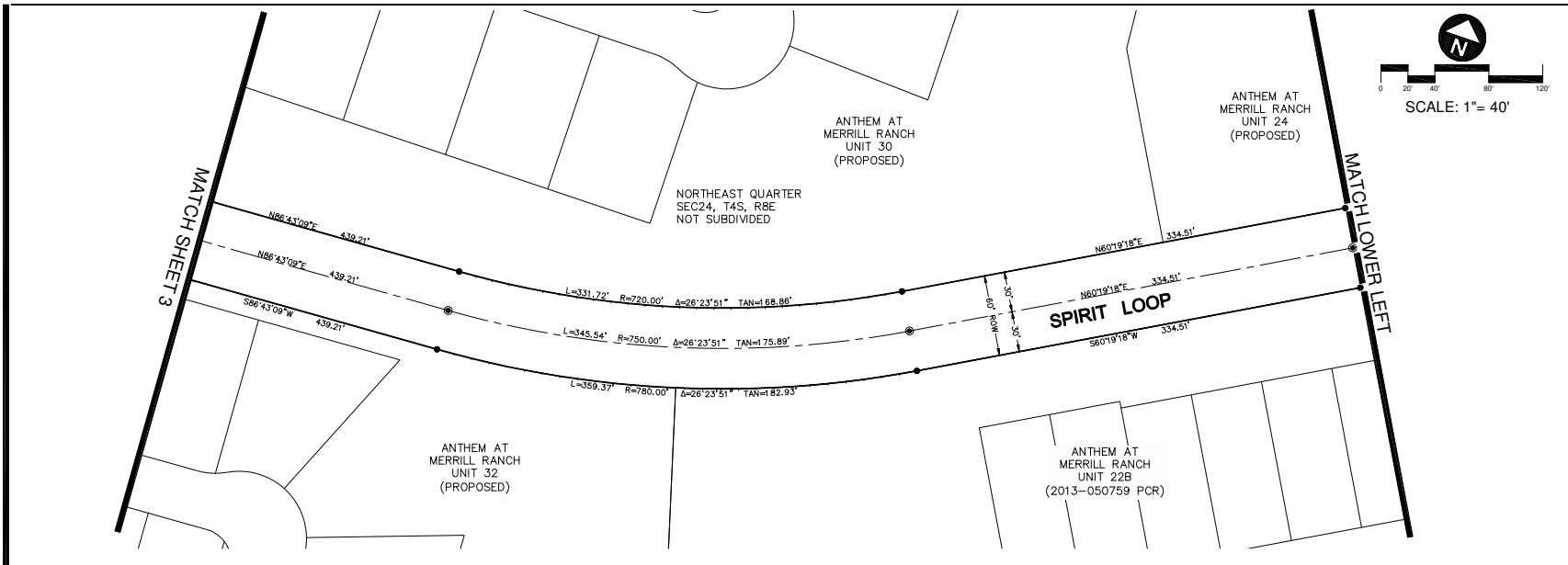
INDEX MAP
SHEET 2 OF 5

ARIZONA PROFESSIONAL SURVEYING BOARD, 1000 N. CENTRAL AVENUE, PHOENIX, ARIZONA 85004-1001. www.arizona.gov/surveying. License No. 43021, expires 9/30/2017.

ABBREVIATIONS

(AC)	ACRE	BK.	BOOK	IP	IRON PIPE	(NR)	INDICATES LINE IS NOT RADIAL TO CURVE	R # E	RANGE LINE No. EAST	TOF	TOWN OF FLORENCE	MOD	MAP OF DEDICATION
AC	ALUMINUM CAP	BOB	BASIS OF BEARING	LS####	LAND SURVEYORS REGISTRATION No.	PCR	PINAL COUNTY RECORD	(R)	RADIAL BEARING OR DISTANCE	T # S	TOWNSHIP LINE No. SOUTH	DKT	DOCKET
BC	BRASS CAP	€	CENTER LINE	(M)	MEASURED BEARING OR DISTANCE	PG	PAGE	(RB)	RECORD BEARING	USGS	UNITED STATES COASTAL & GEODETIC SURVEY	NTS	NOT TO SCALE
BOH	BRASS CAP IN HAND HOLE	FND	FOUND MONUMENT	MOL	MORE OR LESS	PCHD	PINAL COUNTY HIGHWAY DEPARTMENT	ROW	RIGHT OF WAY	USDOI	UNITED STATES DEPARTMENT OF INTERIOR	LE	LANDSCAPE EASEMENT
BLM	BUREAU OF LAND MANAGEMENT	GLO	GENERAL LAND OFFICE	NO ID	NO IDENTIFICATION, (NO LS No.)	POB	POINT OF BEGINNING	S #	SECTION No.	WC	WITNESS CORNER		

VERSION 3



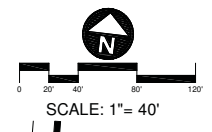
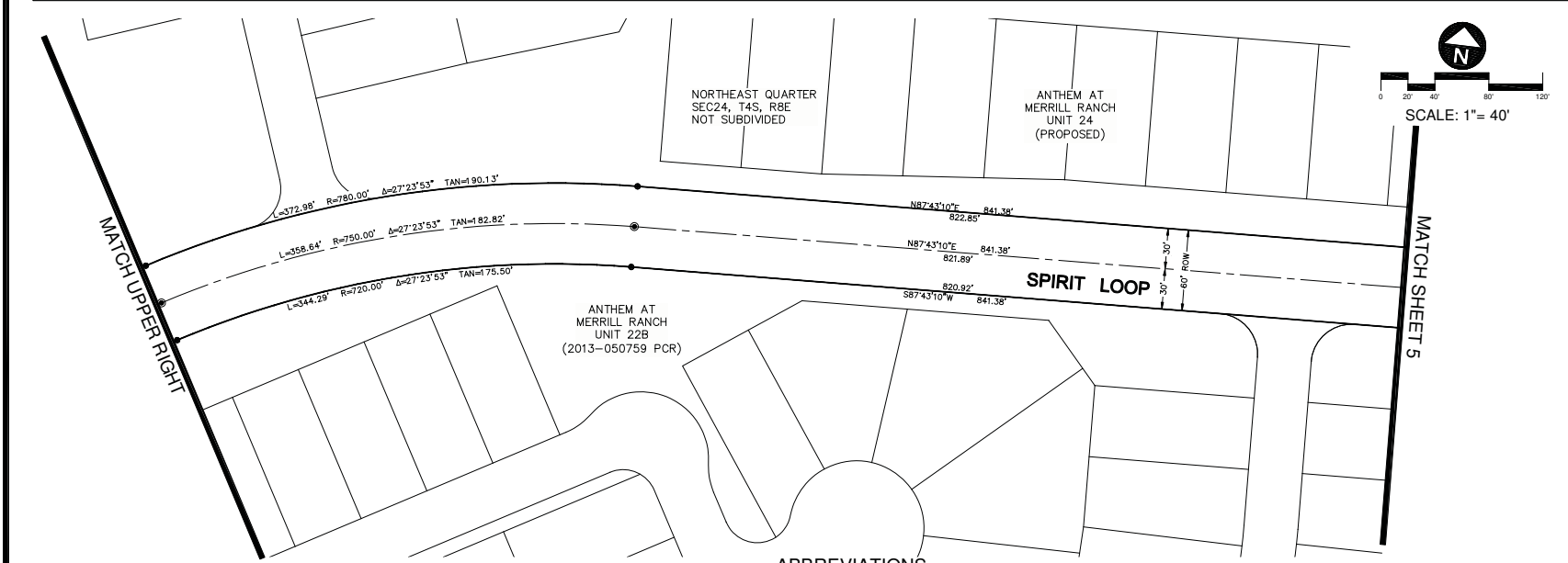
RECORDER

STATE OF ARIZONA }
COUNTY OF PINAL } SS

I hereby certify that the within instrument is filed in the official records of this County as File No. _____ Date: _____ Request of: _____ Witness my hand and official seal: Virginia Ross Pinale County Recorder By: _____ Deputy

- SYMBOL LEGEND**
- SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
 - QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
 - CENTERLINE MONUMENT, TO BE SET AT TIME OF CONSTRUCTION, (UNLESS NOTED OTHERWISE)
 - REBAR & CAP, PLS 21065 TO BE SET AT TIME OF CONSTRUCTION, (UNLESS NOTED OTHERWISE)
 - IRON PIPE, (AS NOTED)
 - USGS SURVEY MONUMENT, (AS NOTED)
 - EXISTING PK NAIL
 - [[##]]** DISTANCE BETWEEN TERMINAL POINTS

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 - INDICATES THAT PORTION OF THE 33' COUNTY RIGHT-OF-WAY EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.



ABBREVIATIONS

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BC	BRASS CAP	€	CENTER LINE	(M)	MEASURED BEARING OR DISTANCE	PG	PAGE	(RB)	RADIAL BEARING	USGS	UNITED STATES COASTAL & GEODETIC SURVEY	NTS	NOT TO SCALE
BOH	BRASS CAP IN HAND HOLE	FND	FOUND MONUMENT	M/L	MORE OR LESS	PDHD	PINAL COUNTY HIGHWAY DEPARTMENT	ROW	RIGHT OF WAY	USDOI	UNITED STATES DEPARTMENT OF INTERIOR	LE	LANDSCAPE EASEMENT
BLM	BUREAU OF LAND MANAGEMENT	GLO	GENERAL LAND OFFICE	NO ID	NO IDENTIFICATION, (NO LS No.)	POB	POINT OF BEGINNING	S #	SECTION No.	WC	WITNESS CORNER		

BAXTER DESIGN GROUP
7880 N. Dobson Rd., Suite 200
Scottsdale, AZ 85258
(480) 818-0001

DATE: MARCH 28, 2018
RECORD BY: MOD
DRAWN BY: STAFF
CHECKED BY: JMW
PROJECT: MOD
CODE: MOD

REGISTERED LAND SURVEYOR
STATE OF ARIZONA
EXPIRES 9/30/2021

REVISIONS


PULTE GROUP
SPIRIT LOOP PHASE 4
MAP OF DEDICATION

SITUATED WITHIN NORTH HALF OF SECTION 24 TOWNSHIP 4 SOUTH, RANGE 8 EAST AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, TOWN OF FLORENCE, ARIZONA.

ROAD LAYOUT SHEET 4 OF 5

AR 1915-00000001-0001 Sub. No. 004, Scottsdale, Arizona, Pinal County, AZ 85258, 3/28/18 | 10:00 AM

VERSION 3

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7h.
MEETING DATE: May 4, 2015 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution No. 1511-15: Re-Subdivision of Lots 36-42 Inclusive and Tract A, Anthem at Merrill Ranch Phase 1A, Unit 15		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1511-15: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE RE-SUBDIVISION OF LOTS 36-42 INCLUSIVE AND TRACT A, ANTHEM AT MERRILL RANCH PHASE 1A, UNIT 15; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BACKGROUND/DISCUSSION:

Pulte Homes requests approval of this re-subdivision located within the Parkside portion of the Anthem at Merrill Ranch development. The subject site is located south of Merrill Ranch Parkway and east of Constitution Way.

At the inception of the Anthem at Merrill Ranch project, Unit 15 was used as a sales center and model home park for the homes being built in the Parkside portion of the master planned community. The original sales center was relocated and the initial model homes were sold. Pulte Homes later developed a new model home complex that exists within this subdivision today. The original Final Plat for Unit 15 was approved in 2007 and later re-subdivided in 2011. The current re-subdivision only impacts a small area of Unit 15 in order to adjust lots lines to meet existing infrastructure and utility configurations. This change does result in a loss or increase of lots with Unit 15.

The re-subdivision conforms to the project's Planned Unit Development zoning. All planned subdivision improvements have been approved by the Town Engineer and Fire

Marshall and will be constructed to Town specifications. Street names and addresses have been approved by the Town's GIS Coordinator. Water and sewer infrastructure will be provided by Johnson Utilities.

FINANCIAL IMPACT:

Pulte Homes has constructed the roadways within this subdivision to Town standards. The subject area has yet to be turned over to the Town because of the existing model home complex. The Town will maintain the roadways after the end of the construction warranty period.

Development of this subdivision allows for continued rooftop development and population growth within the Town of Florence, which subsequently will facilitate new employment and commercial opportunities.

RECOMMENDATION:

Motion to adopt Resolution No. 1511-15 for the Re-Subdivision of Lots 36-42 Inclusive and Tract A, Anthem at Merrill Ranch Phase 1A, Unit 15.

ATTACHMENTS:

Resolution No. 1511-15
Re-Subdivision Plat

RESOLUTION NO. 1511-15

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE RE-SUBDIVISION OF LOTS 36-42 INCLUSIVE AND TRACT A, ANTHEM AT MERRILL RANCH PHASE 1A, UNIT 15; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. Approve the Re-Subdivision of Lots 36-42 Inclusive and Tract A, Anthem at Merrill Ranch Phase 1A, Unit 15 subject to Developer/Owner's compliance with all applicable laws and ordinances.

2. Require that the Developer/Owner secures its provision of the installation or construction of the required improvements with one of the following alternatives prior to execution of the plat by Town officials and employees and recordation of the re-subdivision with the Office of the Pinal County Recorder:

- a. Provide an infrastructure improvement assurance in an amount of the full cost, as determined by the Town Engineer, of the materials and the installation or construction necessary to complete the re-subdivision improvements. Said guarantee shall be in the form of a performance bond, an irrevocable letter of credit, or cash funds in escrow or on deposit with the Town prior to recording of the re-subdivision. The required improvements for which the guarantee is provided must be completed within 12 months of recordation of the re-subdivision or the Town may, without further Council action, declare the financial guarantee to be in default, call on the guarantee, and require that all the improvements be installed; or
- b. At the request of the Developer/Owner, the Developer/Owner shall enter into an agreement which shall require completion of the required improvements no later than twelve months from the date this re-subdivision is approved herein and the Town Community Development Director shall withhold recordation of the re-subdivision in the Office of the Pinal County Recorder until the Town Engineer has verified such completion. If Developer/Owner does not complete the improvements within 12 months of this approval, the approval shall expire and be deemed withdrawn; or
- c. Other means of providing infrastructure improvement assurance as permitted by Town Resolution No. 917-05 shall be allowed. Town and

Developer/Owner shall agree on the exact mechanisms and timing necessary to guarantee completion of all required infrastructure requirements prior to the recording of the re-subdivision. The re-subdivision approval shall expire in 12 months from this approval if the re-subdivision is not recorded prior to said date.

3. Authorize execution by the Town Manager of any documentation necessary to provide the above-referenced infrastructure improvement assurance and/or agreement requiring completion of the public improvements.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 4th day of May 2015.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

RE-SUBDIVISION OF LOTS 36-42 INCLUSIVE & TRACT A ANTHEM AT MERRILL RANCH PHASE 1A, UNIT 15 (FEE NO. 2011-082536)

SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 19,
TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER
MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

DECLARATION, TITLE WARRANTY AND DEDICATION

STATE OF ARIZONA }
COUNTY OF PINAL } SS.

KNOW ALL MEN BY THESE PRESENTS:

PULTE HOME CORPORATION, A MICHIGAN CORPORATION, (HEREINAFTER REFERRED TO IN THIS RE-SUBDIVISION AS THE "MASTER DEVELOPER"), AS OWNER HAS RE-SUBDIVIDED UNDER THE NAME "LOTS 36 THROUGH 42 INCLUSIVE, AND TRACT A", LOCATED WITHIN "ANTHEM AT MERRILL RANCH, PHASE 1A, UNIT 15 LOTS 19 THROUGH 23 INCLUSIVE, 25 THROUGH 42 INCLUSIVE, AND TRACTS A AND B" AS SHOWN ON THE RE-SUBDIVISION PLAT RECORDED AS FEE NO. 2011-082536, POR, SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AND HEREBY DECLARES THIS RE-SUBDIVISION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS AND EASEMENTS CONSTITUTING SAME AND THAT SAID LOTS AND TRACTS, SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY.

LOTS 36 THROUGH 42 INCLUSIVE, AND TRACT A ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN "FINAL PLAT, ANTHEM AT MERRILL RANCH, PHASE 1A, UNIT 15" CAB F, 2006-005780, PCR.

PULTE HOME CORPORATION, A MICHIGAN CORPORATION (GRANTOR) DOES HEREBY CONVEY TO ANTHEM PARKSIDE AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION (GRANTEE), THE FOLLOWING REAL PROPERTY TOGETHER WITH ALL RIGHTS AND PRIVILEGES APPURTENANT THERETO, TO WIT: TRACT A AS DEPICTED HEREON.

IN WITNESS WHEREOF:

PULTE HOME CORPORATION, AS OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS RE-SUBDIVISION BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS _____ DAY OF _____, 20____.

PULTE HOME CORPORATION, A MICHIGAN CORPORATION;

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS.

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED,

PERSONALLY APPEARED _____ WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____, 20____.

IN WITNESS WHEREOF:

ANTHEM PARKSIDE AT MERRILL RANCH COMMUNITY ASSOCIATION, AS GRANTEE, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THE CONVEYANCE OF TRACT D BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED.

THIS _____ DAY OF _____, 20____.

ANTHEM PARKSIDE AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION;

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS.

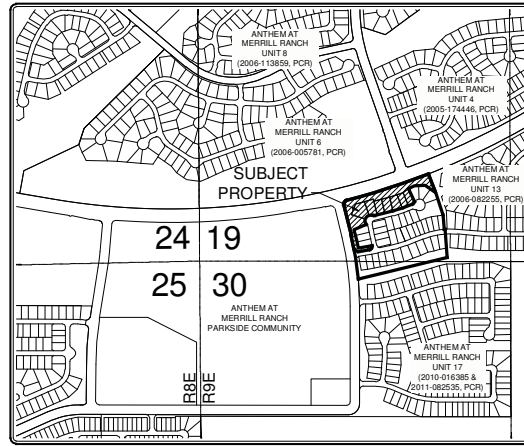
ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED.

_____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____, 20____.



LOCATION MAP
1" = 500'

SHEET INDEX

SHEET NO.	CONTENTS
1	COVER SHEET
2	LAYOUT/LEGAL DESCRIPTION

TRACT AREA TABLE...UNIT 15

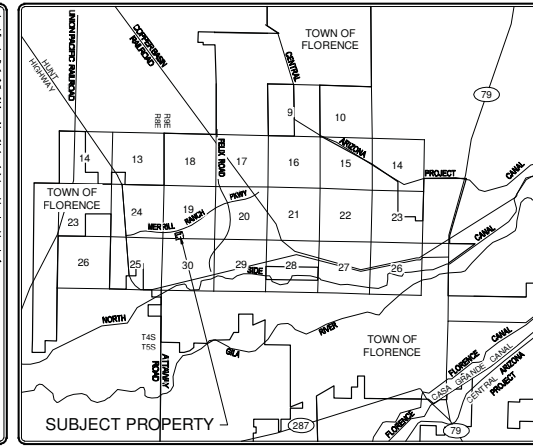
TRACT	AREA (AC)	USAGE
TRACT A	1.8909	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT

GENERAL NOTES

- ALL-WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS RE-SUBDIVISION.
- ALL PROPOSED DWELLING UNITS SHALL BE SINGLE FAMILY, DETACHED.
- THIS RE-SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTHEM AT MERRILL RANCH.
- STORM WATER RETENTION VOLUMES REQUIRED BY THE DRAINAGE ORDINANCE SHALL BE MET AND THE OVERALL GROSS RETENTION/DETENTION VOLUMES SHALL NOT BE CHANGED WITHOUT PRIOR TOWN APPROVAL.
- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS.
- NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
- ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN EASEMENTS DEDICATED FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF. NO TREES ARE ALLOWED.
- VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND, OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT. (SEE SHEET 2 FOR DETAIL)
- ALL TRACTS THAT WILL NOT BE DEDICATED TO THE TOWN OF FLORENCE AND ALL COMMON PROPERTY SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE TOWN OF FLORENCE AND SHALL BE CONVEYED BY WARRANTY (OR SPECIAL WARRANTY) DEED TO THE HOMEOWNERS' ASSOCIATION. THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.
- ALL PROPERTY LINES SHOWN INTERSECTING AN ARC ARE TO BE ASSUMED RADIAL, UNLESS NOTED AS NON-RADIAL (NR).
- POSITIONAL TOLERANCE FOR COMMON WALLS IS +/-1.00 FOOT FROM COMMON PROPERTY LINE.

MERRILL RANCH COMMUNITY FACILITIES DISTRICT

NOTWITHSTANDING THE FOREGOING, THE OWNERS HEREBY RESERVE ANY AND ALL INTERESTS IN INFRASTRUCTURE-RELATED REAL PROPERTY. THE RESERVATION OF SUCH INTERESTS IS ONLY TO THE EXTENT NECESSARY TO ACCOMMODATE THE DISTRICT'S ACQUISITION OF, AND PAYMENT TO THE OWNERS FOR, SUCH INTERESTS AND ANY RELATED PUBLIC INFRASTRUCTURE AS CONTEMPLATED BY THE DEVELOPMENT AGREEMENT AND THE PRE-ANNEXATION AGREEMENT. AFTER SUCH ACQUISITION BY THE DISTRICT, THE OWNERS WILL NO LONGER OWN SUCH INTERESTS. FOR PURPOSES OF THE FOREGOING, (A) "OWNERS" MEANS, COLLECTIVELY, PULTE HOME CORPORATION, A MICHIGAN CORPORATION, TOGETHER WITH SUCCESSORS AND ASSIGNS PURSUANT TO THE DEVELOPMENT AGREEMENT, (B) "INFRASTRUCTURE-RELATED REAL PROPERTY" MEANS ANY AND ALL OF THE FOREGOING REAL PROPERTY (I) ON OR OTHERWISE APPURTENANT TO WHICH ANY "PUBLIC INFRASTRUCTURE" (AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED) HAS BEEN OR IS TO BE CONSTRUCTED, (II) WHICH ITSELF IS OR IS TO BECOME SUCH PUBLIC INFRASTRUCTURE, OR (III) THE ACQUISITION OF WHICH WOULD CONSTITUTE A "PUBLIC INFRASTRUCTURE PURPOSE" (AS SUCH TERM IS DEFINED IN SUCH SECTION), (C) "PRE-ANNEXATION AGREEMENT" MEANS THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT RECORDED AS FEE NUMBER DOCUMENT 2003-086513 ON THE OFFICIAL RECORDS OF THE PINAL COUNTY RECORDER, (D) "DISTRICT" MEANS THE COMMUNITY FACILITIES DISTRICT TO BE FORMED HEREAFTER BY THE TOWN OF FLORENCE, ARIZONA (THE "MUNICIPALITY") AND PRESENTLY ANTICIPATED TO BE KNOWN AS "MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1," AS CONTEMPLATED BY THE PRE-ANNEXATION AGREEMENT, AND (E) "DEVELOPMENT AGREEMENT" MEANS THE DEVELOPMENT AGREEMENT TO BE ENTERED INTO AMONG THE OWNERS, THE MUNICIPALITY, AND THE DISTRICT.



VICINITY MAP
NOT TO SCALE

BASIS OF BEARING

THE CENTER LINE OF CENTENNIAL WAY AS RECORDED IN FINAL PLAT, ANTHEM AT MERRILL RANCH, PHASE 1A, UNIT 15, CAB F, SLD 153, POR, (CENTER LINE MONUMENTS AT THE INTERSECTION OF CENTENNIAL WAY & LAFAYETTE DRIVE, AND AT THE POINT OF CURVATURE OF CENTENNIAL WAY ARC ALUMINUM CAPS, SET) BEARING BEING N76°18'46"E, HORIZONTAL DISTANCE BETWEEN MONUMENTS BEING 214.01'

WATER AND SEWER SERVICE CERTIFICATION

ANTHEM AT MERRILL RANCH RE-SUBDIVISION OF LOTS 19-23, 25-42 INCLUSIVE & TRACTS A & B ARE WITHIN THE SERVICE AREA OF JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576. A COMMITMENT TO SUPPLY WATER SERVICE TO THIS PLATTED SUBDIVISION HAS BEEN RECEIVED FROM SAID COMPANY AS EVIDENCED BY JOHNSON UTILITIES DRINKING WATER SERVICE AGREEMENT, A COPY OF WHICH IS SUBMITTED WITH THIS PRELIMINARY PLAT. ON-SITE SANITARY SEWER DISTRIBUTION LINES WILL BE CONSTRUCTED BY THE DEVELOPER OF THIS SUBDIVISION AND OWNED AND MAINTAINED BY JOHNSON UTILITIES, L.L.C.

JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS.

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____

WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____, 20____.

APPROVALS

BY ACCEPTANCE OF THIS PLAT, THE TOWN OF FLORENCE AGREES TO THE VACATION OR ABANDONMENT OF THE EASEMENTS DESCRIBED OR SHOWN HEREON AS BEING VACATED OR ABANDONED.

APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR AND THE TOWN ENGINEER OF THE TOWN OF FLORENCE, ARIZONA, THIS _____ DAY OF _____, 20____.

APPROVED BY: _____ COMMUNITY DEVELOPMENT DIRECTOR DATE: _____
TOWN OF FLORENCE, ARIZONA

APPROVED BY: _____ TOWN ENGINEER DATE: _____
TOWN OF FLORENCE, ARIZONA

APPROVED BY THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, THIS _____ DAY OF _____, 20____.

APPROVED BY: _____ MAYOR DATE: _____

ATTEST: _____ TOWN CLERK DATE: _____

RECORDER

STATE OF ARIZONA }
COUNTY OF PINAL } SS.
I hereby certify that the within instrument is filed in the official records of this County as File No. _____
Date: _____
Request of: _____
Witness my hand and official seal: _____
Virginia Ross Pinal County Recorder
By: _____ Deputy

DEVELOPER / OWNER

PULTE HOME CORP.
16767 PERIMETER DRIVE STE. 100
SCOTTSDALE, AZ 85260-1042
480.391.6013

OWNER

HOA-ANTHEM PARKSIDE
AT MERRILL RANCH
COMMUNITY ASSOCIATION, INC.

7740 NORTH 16TH STREET, SUITE 300
PHOENIX, AZ 85020
602.957.7414

SURVEYOR

BAXTER DESIGN GROUP
7580 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256
480.818.6001

LAND USE INFORMATION

GROSS AREA	3.3368 ACRES
OPEN SPACE	1.8909 ACRES
RIGHT-OF-WAY AREA	N/A ACRES
NET AREA	3.3368 ACRES
TOTAL LOTS	7
PROPOSED DENSITY	2.0978 D.U./AC.
ZONING	P.U.D. R-1

UTILITIES AND SERVICES

GAS	SOUTHWEST GAS
SEWER	JOHNSON UTILITIES CO
WATER	JOHNSON UTILITIES CO
ELECTRIC	ARIZONA PUBLIC SERVICE (APS)
TELEPHONE	CENTURY LINK COMM.
SOLID WASTE DISPOSAL	TOWN OF FLORENCE
CABLE	COX/ONEST COMMUNICATIONS
POLICE	TOWN OF FLORENCE
FIRE	POLICE DEPARTMENT
SCHOOLS	TOWN OF FLORENCE
	FIRE DEPARTMENT
	FLORENCE UNIFIED SCHOOL DISTRICT

BAXTER DESIGN GROUP
7580 N. Dobson Rd., Suite 200
Scottsdale, AZ 85256
(480) 818-6001

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE:	JANUARY 16, 2010
ISSUED BY:	BOB
SCALE:	AS SHOWN
EXPIRES BY:	JUNY
PROJECT:	RE-SUBDIVISION
CODE:	RE-SUBDIVISION



J.W. WEEKS, R.L.S. 43021
BAXTER DESIGN GROUP, LLC
7580 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256

BY: _____

PULTE GROUP ANTHEM AT MERRILL RANCH RE-SUBDIVISION UNIT 15

SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 15
COVER SHEET
SHEET 1 OF 2

PLAT NO. 2011-082536, REC'D JANUARY 16, 2010. FILED IN THE OFFICIAL RECORDS OF THE PINAL COUNTY RECORDER, SCOTTSDALE, ARIZONA. BY: VIRGINIA ROSS, COUNTY RECORDER. DEPUTY.

LEGAL DESCRIPTION.....UNIT 15

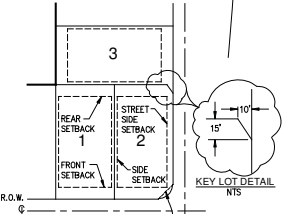
A PARCEL OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 19, AND THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 36, 37, 38, 39, 40, 41, 42 AND TRACT A AS SHOWN ON THE "RE-SUBDIVISION OF LOTS 19 THRU 23, INCLUSIVE 25 THRU 42, INCLUSIVE & TRACTS A & B ANTHEM AT MERRILL RANCH, PHASE 1A, UNIT 15", FEE NO. 2011-08256, PCR

SAID DESCRIPTION CONTAINS 3.3368 ACRES, MORE OR LESS.

LOT NO.	SQ. FT.	ACRES
36	7,254	0.1665
37	6,661	0.1529
38	9,101	0.2094
39	8,518	0.1956
40	8,400	0.1928
41	9,452	0.2172
42	13,566	0.3114

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	46.54'	30.00'	88°33'07"	29.42'
C2	17.90'	30.00'	34°11'39"	9.23'
C3	25.63'	30.00'	48°57'12"	13.66'
C4	3.00'	30.00'	5°44'16"	1.50'
C5	39.69'	25.00'	80°57'56"	26.42'
C6	6.65'	2695.81'	0°07'12"	2.83'
C7	136.33'	50.00'	156°13'21"	237.50'
C8	24.89'	50.00'	26°31'28"	12.21'
C9	20.45'	50.00'	23°26'05"	10.37'
C10	6.88'	50.00'	7°32'59"	3.45'
C11	47.41'	50.00'	54°19'23"	25.65'
C12	38.70'	50.00'	42°03'06"	19.22'
C13	16.28'	25.00'	37°19'12"	8.44'
C14	95.71'	730.00'	7°30'43"	47.92'
C15	6.67'	730.00'	0°26'41"	2.83'
C16	81.74'	730.00'	6°23'02"	40.92'
C17	8.28'	730.00'	0°39'00"	4.14'
C18	19.41'	25.00'	44°29'19"	10.22'
C19	7.53'	50.00'	8°37'29"	3.77'
C20	65.71'	1000.00'	3°45'54"	32.97'
C21	72.19'	500.00'	8°16'20"	36.16'
C22	117.49'	2540.00'	2°39'01"	58.75'

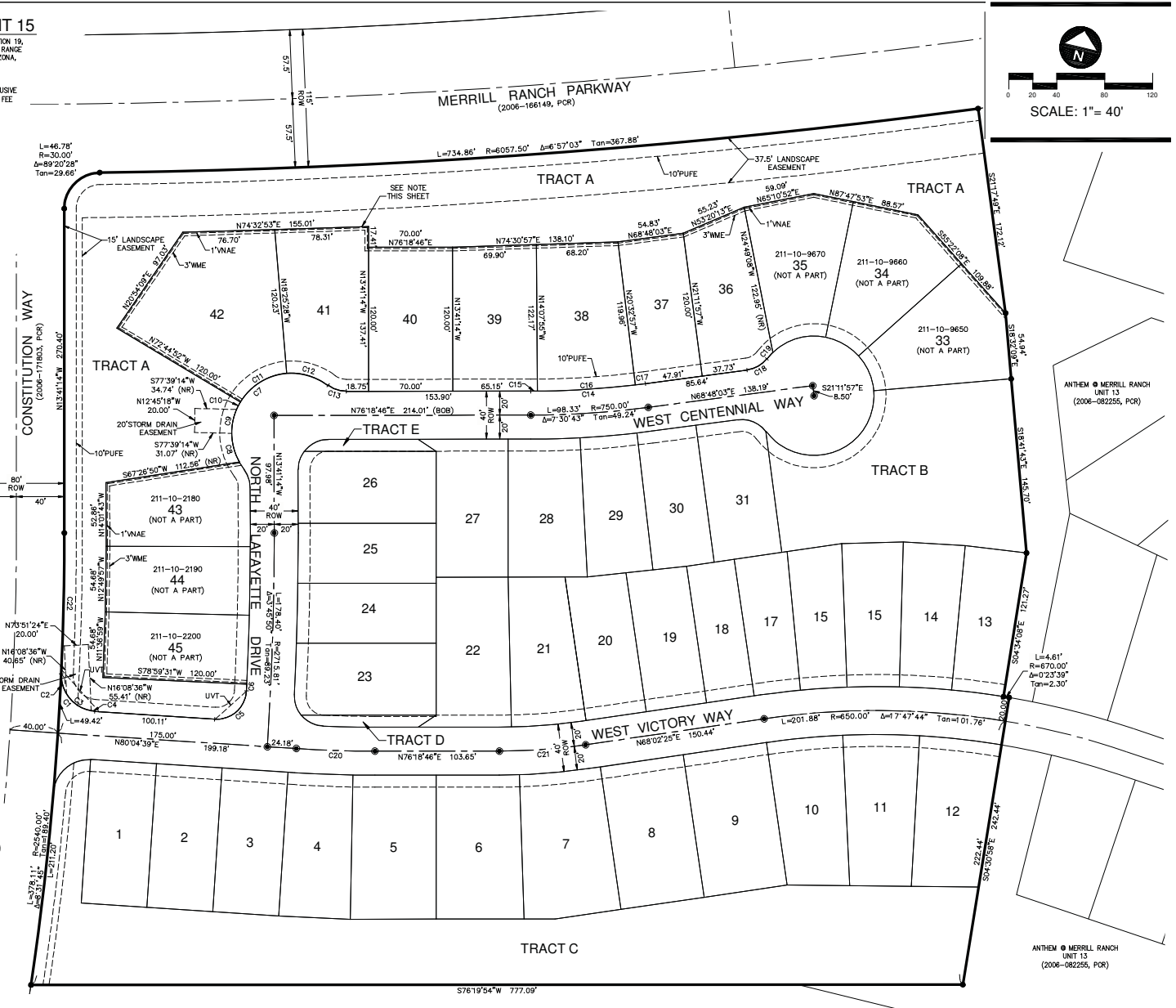


SETBACKS (MIN.)

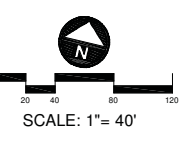
FRONT	18/15 FEET	25'x25' UNSTRUCTURED VIEW TRIANGLE TOWN OF FLORENCE
REAR	15 FEET	ZONING ORD. SECT. 4-56(2)
SIDE	5 FEET	33'x33' AT THE INTERSECTION OF COLLECTOR/ARTERIAL AND/OR COLLECTOR/ARTERIAL AND/OR COLLECTOR/ARTERIAL STREETS.
STREET SIDE	10 FEET	

* PER P.U.D. RECORDED IN 01-086513 OF PINAL COUNTY RECORDS

LOT LAYOUT DETAIL



ANTHEM @ MERRILL RANCH
UNIT 17
(2010-016395 & 2011-082535, PCR)



RECORDER

STATE OF ARIZONA } SS
COUNTY OF PINAL }
I hereby certify that the within instrument is filed in the official records of this County as File No. _____ Date: _____ Request of: _____ Witness my hand and official seal: _____ Virginia Ross Pinal County Recorder 02/27/2010 Deputy

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- 1/2" REBAR & CAP, RLS 43021, SET (UNLESS NOTED OTHERWISE)

LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- SECTION LINE INDICATES THAT PORTION OF THE SECTION IS ABANDONED AS PART OF THIS RECORDING.

ABBREVIATIONS

- (AC) ACRE
- AL ALUMINUM CAP
- BC BRASS CAP
- BB BASIS OF BEARING
- CMU CONCRETE MASONRY UNIT
- DK DOCKET
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LE LANDSCAPE EASEMENT
- LS# LAND SURVEYORS REGISTRATION NO.
- M MEASURED
- MO MORE OR LESS
- NO NO IDENTIFICATION, (NO LS No.)
- (NR) INDICATES LINE IS NOT RADIAL TO CURVE
- NTS NOT TO SCALE
- PCR PINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- P.U.F.E. PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
- (R) RECORD
- RL RANGE LINE NO. EAST
- (RB) RIGHT OF WAY
- SEC SECTION NO.
- SDE STORM DRAIN EASEMENT
- SSE SANITARY SEWER EASEMENT
- SIT SIGHT DISTANCE TRIANGLE
- T # S TOWNSHIP NO., SOUTH
- TOW TOWN OF FLORENCE
- UVT UNSTRUCTURED VIEW TRIANGLE
- W.M.E. WALL MAINTENANCE EASEMENT



DATE:	JANUARY 16, 2010
DESIGNER:	BOB
DRAWN BY:	ETS
CHECKED BY:	JMY
PROJECT:	
CODE:	RE-SUBDIVISION




PULTE GROUP
ANTHEM AT MERRILL RANCH
RE-SUBDIVISION UNIT 15

SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 15
LAYOUT SHEET
SHEET 2 OF 2

10-1710 (REV. 08/2008) (SCALE: 1/8" = 1'-0")
Revised: 10/2008, 08/2009, 05/2010, 02/2011, 05/2011, 08/2011, 01/2012, 05/2012, 08/2012, 01/2013, 05/2013, 08/2013, 01/2014, 05/2014, 08/2014, 01/2015, 05/2015, 08/2015, 01/2016, 05/2016, 08/2016, 01/2017, 05/2017, 08/2017, 01/2018, 05/2018, 08/2018, 01/2019, 05/2019, 08/2019, 01/2020, 05/2020, 08/2020, 01/2021, 05/2021, 08/2021, 01/2022, 05/2022, 08/2022, 01/2023, 05/2023, 08/2023, 01/2024, 05/2024, 08/2024, 01/2025, 05/2025, 08/2025, 01/2026, 05/2026, 08/2026, 01/2027, 05/2027, 08/2027, 01/2028, 05/2028, 08/2028, 01/2029, 05/2029, 08/2029, 01/2030, 05/2030, 08/2030, 01/2031, 05/2031, 08/2031, 01/2032, 05/2032, 08/2032, 01/2033, 05/2033, 08/2033, 01/2034, 05/2034, 08/2034, 01/2035, 05/2035, 08/2035, 01/2036, 05/2036, 08/2036, 01/2037, 05/2037, 08/2037, 01/2038, 05/2038, 08/2038, 01/2039, 05/2039, 08/2039, 01/2040, 05/2040, 08/2040, 01/2041, 05/2041, 08/2041, 01/2042, 05/2042, 08/2042, 01/2043, 05/2043, 08/2043, 01/2044, 05/2044, 08/2044, 01/2045, 05/2045, 08/2045, 01/2046, 05/2046, 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	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7i.
MEETING DATE: May 4, 2015 DEPARTMENT: Utilities Department STAFF PRESENTER: John V. Mitchell, Utilities Director SUBJECT: Award of Contract Blount Contracting, Inc. for the South Wastewater Treatment Plant Lagoon closure.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to award a contract to Blount Contracting, Inc. for the South Wastewater Treatment Plant Lagoon Closure, in an amount not to exceed \$99,500.

BACKGROUND/DISCUSSION:

This project was first identified in the Consent Order between ADEQ and the Town of Florence, Docket No. WS-30-13, dated August 22, 2013. The project was defined as closure of three lagoons at the old South Wastewater Treatment Plant. The closure is to include sampling of underlying soils and filling of the lagoons. Sampling was completed, but the filling was not. This contact with Blount Contracting will complete the field work.

The project was advertised and bids were opened on April 13, 2015. Six companies bid the project and prices ranged from a low of \$99, 500.00 to a high of \$176,471.37. The lowest bidder, Blount Contracting, submitted a bid of \$99,500.00. Blount Contracting has been determined to be the lowest responsive and responsible bidder.

FINANCIAL IMPACT:

The current budget provides funding for this project (CIP SU-20).

STAFF RECOMMENDATION:

Staff recommends an award of contract to Blount Contracting for the South Wastewater Treatment Project, in an amount not to exceed \$99,500.

ATTACHMENTS:

Bid tabulation sheet
Contract documents

**Town of Florence
Bid Tabulation Sheet**

Verbal (only allowed when \$5,000 or less)

Date Prepared: April 13, 2015

Written/Fax (mandatory when over \$5,000; attach bids)

Prepared By: Maria Hernandez, Deputy Town Clerk

Formal Sealed Bid: # SU-20 Title: South Wastewater Treatment Plant - Lagoon Closure

Bid Due Date: April 13 2015

Bid Due Time: 3:00 pm

Item (include quality, brand, model, color)

Vendor name Contact Person Phone/Fax	Bid Schedule	Acknowledge Addendum #1	List of Subcontractors	Statutory Bid Bond	Resolution of Board	Non-Collusive Certification	W-9	Total	Comments
1 Harrison Field Services P O Box 1087 Moab UT 84532 PH #	Yes	Yes	Yes	Copy only	Yes	Yes	Yes	\$109,740.00	1 original 0 copies
2 RK Sanders 3028 W. Lincoln Street Phoenix AZ 85009 PH # 602-233-0808	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$142,700.00	1 original 0 copies
3 Buesing Corp. 3045 S. 7th Street Phoenix AZ 85040 PH # 602-845-3128	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$176,471.37	1 original 0 copies
4 Redpoint 39506 N. Daisy Mountain Drive # 122 Phoenix AZ 85086 PH # 602-792-0013	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$118,000.00	1 original 0 copies
5 Blout Contracting 820 N. 111th Street Mesa AZ 85207 PH # 480-985-2112	Yes	Yes	Not completed	Yes	Yes	Yes	Yes	\$99,950.00	1 original 2 copies
6 Garney Companies, Inc. 60 E. Rio Salado Parkway, Suite 900 Tempe AZ 85281 PH #	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$151,000.00	1 original 0 copies

Attach additional page(s), if necessary

Vendor Selected BLOUNT Address _____

Justification (if not lowest price) _____

Department Head Approval _____

Date: 4/15/2015

Finance Director Approval _____

Date:

Town Manager Approval _____

Date:

*If over \$10,000, must go to Town Council for approval.
Attach this approved for to purchase request with written quotes, if applicable.



TOWN OF FLORENCE, ARIZONA
INVITATION TO BID, PROJECT SPECIFICATIONS,
AND CONTRACT DOCUMENTS

DATED: March 19, 2015

FOR:

TOWN OF FLORENCE
SOUTH WASTEWATER TREATMENT PLANT - LAGOON
CLOSURE

PROJECT #: SU-20



TOWN OF FLORENCE, AZ

INVITATION TO BID

SOUTH WASTEWATER TREATMENT PLANT – LAGOON CLOSURE

SUBMITTAL DUE DATE AND TIME: APRIL 13, 2015 at 3:00 P.M. LOCAL AZ TIME

SUBMITTAL LOCATION: Town of Florence
Town Clerk
775 N Main St.
Florence, AZ 85132

MANDATORY PRE-BID MEETING DATE: APRIL 7, 2015
TIME: 8:00 AM LOCAL ARIZONA TIME
LOCATION: Town of Florence
South Wastewater Treatment Plant
100 S Plant Road,
Florence, AZ 85132

ISSUING OFFICE : Water Works Engineers,
C/o Rob Bryant, PE
7580 N Dobson Rd, Ste 200,
Scottsdale, AZ 85256
Telephone: 480-661-1742
E-mail: robb@wwengineers.com

BIDDING DOCUMENTS: Bidding Documents, including plans and specifications along with any addenda or supplemental information, may be viewed and ordered online by registering with the Issuing Office via phone or email. Following registration, complete sets of Bidding Documents may be downloaded from the Issuing Office's website as "zipped" portable document format (PDF) files. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of the Bidding Documents will not be available from the Issuing Office.

COMPLETION OF WORK: Twenty (20) Working Days from the Notice to Proceed.

GENERAL OR BID PROCESS QUESTIONS: Issuing Office

TECHNICAL QUESTIONS: Issuing Office

All questions must be submitted via email only by **5:00 PM, April 8, 2015**. Answers to questions and other clarifications will be in the final Addenda issued through the Issuing Office.



PROJECT DESCRIPTION

SOUTH WASTEWATER TREATMENT PLANT – LAGOON CLOSURE

The Project consists of constructing grading and drainage improvements for the closure of three (3) existing lagoons at the South Wastewater Treatment Plant.



TABLE OF CONTENTS OF BIDDING DOCUMENTS

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Attachment 1 – Plans & Technical Specifications	Attached

BID SUBMITTAL CHECKLIST

It is the Bidder's responsibility to be thoroughly familiar with all requirements and specifications. The following checklist is provided as a courtesy only, and is not binding upon the Town nor does it modify, in any way, the terms or requirements of this ITB, any applicable statutes, rules, regulations, or the Town's purchasing policies.

- 1. The Bid Schedule has been signed by an authorized representative of the firm. Unsigned bids will not be considered.
- 2. The Bid Schedule has been fully completed, including prices offered (including any alternatives) have been fully filled in and reviewed for accuracy.
- 3. Any addenda have been reviewed and acknowledged on the form included in the ITB. It is the Bidder's responsibility to obtain all addenda relevant to this solicitation via the Issuing Office or other means.
- 4. The List of Subcontractors has been fully completed and executed by Bidder and reviewed for accuracy.
- 5. Bidder has reviewed all instructions, terms and conditions, and specifications to ensure your response fully complies.
- 6. Any required samples, descriptive literature, or enclosures have been included, if applicable. (Identify samples with Bidder's name and solicitation number.)
- 7. The bid package and/or envelope have been identified with Bidder's name, ITB number and ITB title.
- 8. The specified number of copies of Bidder's response has been included if more than one (1) copy is required.
- 9. Insurance requirements have been reviewed and can be fully complied with.
- 10. Bid Bond has been fully executed by Bidder and appropriate Surety and is included.
- 11. The Resolution of Board of Directors for corporate Bidder has been fully executed and included, or other proof of authorization required under this ITB has been included.
- 12. The Non-Collusive Bidding Certification has been executed and included.
- 13. The W-9 Form is complete and included.

INSTRUCTIONS TO BIDDERS

INSTRUCTION 1: DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the Contract, General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Engineer* - The Engineer set forth in the Invitation to Bid or as otherwise designated in writing by the Town. If no other Engineer is designated, the Engineer shall be the Issuing Office.
 - B. *ITB* – The Invitation to Bid, all supporting documents included herewith, all Bidding Documents, and all properly issued Addenda.
 - C. *Issuing Office* – The office from which the Bidding Documents are to be issued. The Issuing Office is set forth in the Invitation to Bid above.
 - D. *Owner or Town* – The Town of Florence, Arizona.
 - E. *Project* - The Project set forth in the Project Description above.

INSTRUCTION 2: COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the Invitation to Bid above.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids. Neither Owner, Engineer, nor the Issuing Office assumes any responsibility for errors or misinterpretations resulting from the use of incomplete, modified or unofficial sets of Bidding Documents.
- 2.03 Owner, the Issuing Office and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

INSTRUCTION 3: QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 10 days of Owner's request, Bidder shall submit: (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments; and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
 - B. Bidder's state or other contractor license number and good standing.
 - C. Evidence that each natural person submitting a Bid, including the officers, partners, members, and/or principals of the Bidder, to submit documentation of their lawful presence in the United States, pursuant to A.R.S. §§ 1-501 and 1-502.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Instruction 3 to submit information will prejudice the right of Owner to seek additional information, as requested in the Town's sole discretion, regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

INSTRUCTION 4: BIDDER'S PRE-BID OBLIGATIONS AND REPRESENTATIONS

- 4.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
 - B. Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
 - E. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
 - F. Become aware of the general nature of the work to be performed by the Town and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - G. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - H. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- 4.02 Bidder represents and agrees that:
- A. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Instruction, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents; and
 - B. Based on the information and observations referred to in the preceding ¶ 4.01, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

INSTRUCTION 5: PRE-BID CONFERENCE

- 5.01 A Pre-Bid conference will be held at the time and location stated in the above Invitation to Bid. Representatives of Owner and Engineer will be present to discuss the Project. If the Invitation to Bid provides that the Pre-Bid Conference is mandatory, it is mandatory and failure to attend the Pre-Bid Conference may be a basis for disqualifying a Bidder and/or rejecting the Bidder's Bid. If the Pre-Bid Conference is not mandatory, Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

INSTRUCTION 6: INTERPRETATIONS AND ADDENDA

- 6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to in writing as set forth in the Invitation to Bid above. Any interpretations, clarifications, or other/additional information considered necessary by Engineer and/or the Town in response to such questions, or otherwise, will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents.
- 6.02 Questions received after the Questions Due Date and Time set forth on the Invitation to Bid above may be answered at the sole discretion of the Town. Inquiries regarding this ITB directed to persons other than the Town's designated representative may not be answered, and any answers received other than as set forth in this ITB will not be binding upon the Town for any purpose.
- 6.03 Only answers provided by written Addenda may be binding upon the Town. Oral and other interpretations or clarifications will be without legal effect. The Town shall not be held responsible if a Bidder fails to receive any addenda issued. The Town shall not be responsible for any oral representations or statements relating to the solicitation specifications made by any employee, agent or officer of the Town.
- 6.04 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.
- 6.05 Receipt of Addenda shall be acknowledged by signing and returning the form included herein with the ITB with the Bid by the specified Bid due date and time. Potential Bidders are responsible for obtaining all addenda relevant to this ITB via the Issuing Office or other means.

INSTRUCTION 7: BID SECURITY

- 7.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of ten percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid Bond in statutory form (on the form included in the Bidding Documents) issued by a surety meeting the requirements of the General Conditions and applicable law.
- 7.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within ten (10) days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Forfeiture will not preclude the Town from seeking any or all other remedies provided by law to recover losses sustained as a result of the Bidder's failure to enter into the Agreement or to furnish the contract securities or insurance certificates and endorsements.
- 7.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 7.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven (7) days after the Bid Opening.

INSTRUCTION 8: SUBSTITUTE AND "OR-EQUAL" ITEMS

- 8.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 8.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented

by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

INSTRUCTION 9: SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 9.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 9.02 The Bidders shall submit to the Town with its response to this ITB a complete listing of all Subcontractors the Bidder intends to use in the performance of the work specified in the ITB providing the information required in the Subcontractor List included in the ITB. No bid for work involving these classifications will be valid without the complete listing of both subcontractors and major material suppliers as listed in the ITB and the included form List of Subcontractors.

INSTRUCTION 10: PREPARATION OF BID

- 10.01 The Bid Schedule is included with the Bidding Documents.
- A. All blanks on the Bid Schedule shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Schedule expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 10.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 10.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 10.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 10.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 10.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 10.07 All names shall be typed or printed in ink below the signatures.
- 10.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 10.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 10.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in Arizona and the Town Bidder's Arizona contractor license number and classification, and any other required business and/or tax licenses required by the Town shall also be shown on the Bid Form.
- 10.11 If price is a consideration and in case of error of prices in the Bid, the unit price shall govern. If there is a conflict between values or prices written-out in text and values or prices expressed in numbers, the text values or prices shall control.
- 10.12 No Bid shall be altered, amended, or withdrawn after the specified due date and time.

- 10.13 Periods of time, stated as a number of days, shall be calendar days.
- 10.14 It is the responsibility of all Bidders to examine the entire ITB package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a Bid. Negligence in preparing a Bid confers no right of withdrawal after Bid due date and time.
- 10.15 The Town shall not reimburse the cost of developing or providing any response to this ITB and development and provision of any offer shall be at the respective Bidder's sole cost. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

INSTRUCTION 11: BASIS OF BID

- 11.01 The Basis upon which Bids shall be calculated and submitted (Lump Sum/Fixed Price, Unit Price, and/or Allowances for specific items) are set forth in the ITB, including the Bid Schedule.
- 11.02 Lump Sum/Fixed Price
 - A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.
- 11.03 Unit Price
 - A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
 - B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" provided in the ITB (usually the Bid Schedule) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with the General Conditions.
 - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 11.04 Allowances
 - A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with the General Conditions.

INSTRUCTION 12: SUBMITTAL OF BID

- 12.01 With each copy of the Bidding Documents, a Bidder is furnished THREE separate unbound copies of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Instruction 7.
- 12.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to **Town of Florence, AZ, Town Clerk, 775 N. Main St., Florence, AZ 85132.**
- 12.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted, opened, or considered.
- 12.04 By signature on the Bid Form, the Bidder certifies that:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.

- B. The Bidder shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
- C. The Bidder has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
- D. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts, and the Bidder may be debarred.

INSTRUCTION 13: MODIFICATION AND WITHDRAWAL OF BID

- 13.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 13.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 13.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 13.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder may, in the Town's sole discretion, be disqualified from further bidding on the Work.

INSTRUCTION 14: OPENING OF BIDS

- 14.01 Bids will be opened at the time and place indicated in the Invitation to Bid above and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids
- 14.02 All Bids will remain subject to acceptance for the period of time stated in the Bid Form and each Bidder agrees that it will hold open its offer for such period, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period. Unless otherwise specified in the ITB, all Bidders and their Subcontractors shall hold their bids valid for a period of 60 days from the proposal due date stated on the Advertisement for Bids.

INSTRUCTION 15: EVALUATION OF BIDS

- 15.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner may reject the Bid as nonresponsive.
- 15.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 15.03 Evaluation of Bids:
 - A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the

Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

- C. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Contract for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.
1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder-specified time of Substantial Completion (in calendar days) times the rate for liquidated damages (in dollars per day).
 2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.
- 15.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 15.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 15.06 Any terms of the Bidder's submittal that conflict with the language and requirements of the Town's solicitation or that take exception to the terms, conditions, specifications and/or other requirements stated within this ITB, may cause the Bidder's submittal to be considered nonresponsive and rejected. Exceptions may be evaluated by the Town on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation

INSTRUCTION 16: AWARD AND SIGNING OF CONTRACT

- 16.01 Notwithstanding any other provision of this ITB, the Town expressly reserves the right, when determining whether to award a contract to the lowest responsive and responsible Bidder who has neither been disqualified nor rejected pursuant to the terms and conditions of the ITB, to:
- A. Waive any immaterial defect or informality; and/or
 - B. Reject any or all Bids, or portions thereof; and/or
 - C. Reissue an Invitation to Bid; and/or
 - D. Exercise any other rights available to the Town under the terms of the ITB, the Town Code, law, or equity.
- 16.02 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Contract along with the other Contract Documents as identified in the Contract. Within 10 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Contract (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Contract to Successful Bidder.

INSTRUCTION 17: ADDITIONAL PROVISIONS

- 17.01 Contract Applicability: The Bidder shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific ITB. All previous agreements, contracts, or other documents, which have been executed between the Bidder and the Town, are not applicable to this ITB or any resultant contract.

- 17.02 Gratuities: The Town may, by written notice to the Bidder, cancel the resultant contract if it is found by the Town that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Bidder or any agent or representative of the Bidder, to any officer or employee of the Town with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the Town pursuant to this provision cancels the resultant contract, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible Town government customers, shall not be prohibited by this paragraph.
- 17.03 Public Record: All offers submitted in response to this ITB, whether or not accepted by the town, shall become a matter of public record available for public inspection, subsequent to the award notification, in accordance with the Town's Procurement Policy and Arizona's Public Records laws.
- 17.04 Confidential Information: If a person believes that a bid, ITB, offer, specification, or protest contains information that should be withheld, a statement advising the Town of this fact shall accompany the submission and the information shall be identified. The information identified by the person as confidential shall not be disclosed until the Town makes a written determination.
- 17.05 Lobbying Prohibition: Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the Town, including but not limited to the Town Council, employees, and contractors engaged to assist in the solicitation, is prohibited.
- A. This prohibition is imposed from the time of the first public notice of the solicitation until the Town cancels the solicitation, rejects all responses, awards a Contractor, and otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any Town Council meeting, study session or Town committee meeting.
 - B. This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation or Town-initiated communications for the purposes of conducting the procurement, and in the manner prescribed in the solicitation, including but not limited to pre-bid conferences, clarification of responses, presentations if provided for in the solicitation, requests for Best and Final Proposals, contract negotiations, interviews, protest/appeal resolution, or surveying non-responsive vendors.
 - C. Violations of this provision shall be reported to Purchasing and may be a basis for rejecting a response or disbarment of the violator by the Town. Persons and/or entities violating this prohibition may be subject to a warning letter, rejection of their response, or disbarment by the Town, in the Town's discretion, depending on the nature of the violation.



CONTRACT

TOWN OF FLORENCE
CONTRACT FOR
SOUTH WASTEWATER TREATMENT PLANT – LAGOON CLOSURE

THIS CONTRACT is made and entered into on the ____ day of _____, 20__, by and between Town of Florence, an Arizona municipal corporation, hereinafter called "**Town**" and the "**Contractor**" designated below:

Town and Contractor agree as follows:

SECTION 1 – PARTICIPANTS AND PROJECT

TOWN: Town of Florence, Arizona
Project Manager: John V. Mitchell, PE
Telephone: (520) 868-8325
E-mail:john.mitchell@florenceaz.gov

CONTRACTOR: Blount Contracting, Inc.
820 N. 111th Street
Mesa, AZ 85207
Arizona ROC No.: 274735
Federal Tax ID No: 86-1007194
Representative: Randy Blount, Vice President
Telephone: (480) 985-2112
E-mail:

**ENGINEER/
DESIGNER:** WaterWorks Engineers
7580 N. Dobson Road
Representative: Rob Bryant, PE
Telephone: (480) 661-1742
E-mail:robb@wwengineers.com

PROJECT DESCRIPTION: SOUTH WASTEWATER TREATMENT PLANT – LAGOON CLOSURE, Project #: SU-20

PROJECT LOCATION: 100 South Plant Road, Florence, Arizona 85132

SECTION 2 – CONTRACT DOCUMENTS

2.1 Contract Documents. The Contract between Town and Contractor shall consist of the following Contract Documents:

Invitation to Bid	MAG Specifications
Instructions to Bidders	List of Subcontractors
General Contract Conditions	Contract Change Order Form
Special Provisions	Non-Collusive Bidding Certification
Statutory Bid Bond	Affidavit Regarding Settlement of Claims
Statutory Payment Bond	Bid Terms
Statutory Performance Bond	Bidding Form
Insurance Requirements Exhibit	Acknowledgement of Addenda Received
Bidder's Qualification Statement	Specification Book
MAG Details	Town Modifications to MAG Specifications

In the event of a conflict of language between the documents, the provisions of the ITB shall govern. The ITB shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Bidder and Town are not applicable to this Contract or other resultant contracts

2.2 Definitions. The definitions in Section 1 of the General Conditions apply to all the Contract Documents, including this Agreement. Additional definitions or defined terms applicable to all the Contract Documents for this Project, if any, include the following:

2.3 Project Specific Conditions. If there are any additional conditions that apply to this Project, they are set forth in the Special Provisions included in the ITB, and are attached hereto as Exhibit D.

2.4 Project Plans And Specifications. A detailed list of the plans and specifications for this Project are set forth in the attached Exhibit E.

SECTION 3 – DESIGN PHASE SERVICES

Contractor is not providing any Design Phase Services to the Town in relation to this Project.

SECTION 4 – CONSTRUCTION SERVICES

4.1 General.

4.1.1 Contractor agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Project Schedule.

4.1.2 Contractor shall provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some but not all of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

4.1.3 At all times relevant to this Contract and performance of the Work, the shall fully comply with all Laws, Regulations, or Legal Requirements applicable to Town, the Project and the Contract, including, without limitation, those set forth on attached Exhibit C.

4.1.4 Contractor shall perform the Work under this Contract using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, or otherwise,

approved by Town pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

4.1.5 Contractor will comply with all terms and conditions of the General Conditions.

4.1.6 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.

4.1.7 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Town. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to Town. The rights in this Section are exclusive to Town in perpetuity.

4.2 Contractor's Pre-Contract and Pre-Work Deliverables.

4.2.1 The Contractor will provide the Deliverables in accordance with Section 4.2 of the General Conditions.

4.2.2 Any additional items which Contractor must deliver to Town prior to commencing the Work on this Project, if any, include the following: *None*

4.3 Pre-Construction Conference. Contractor shall attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

4.4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers). Contractor shall perform the Work in accordance with Section 4.4 of the General Conditions.

4.5 Control Of The Project Site. Contractor shall control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

4.6 Project Safety. Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

4.7 Materials Quality, Substitutions and Shop Drawings. Contractor shall provide materials testing and submit substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.

4.8 Project Record Documents. Contractor shall maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

4.9 Warranty and Correction of Defective Work. Contractor shall provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

SECTION 5 – TOWN RESPONSIBILITIES

5.1 Town shall have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

- 5.2 Additional services to be provided or responsibilities assumed, by Town, if any, are listed below:
- *Construction water (non-potable)*
 - *Site Access and Contractor Staging area (within plant boundaries)*

5.3 Additional Information to be provided by Town, if any, is listed below: *None*

SECTION 6 - CONTRACT TIME

6.1 Contract Time.

6.1.1 The Contract Time shall start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth Section 6.4 below. The Notice to Proceed cannot be issued until prior to the approval and acceptance by Town of the Bid.

6.1.2 The Contract Time shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Contract Time.

6.1.3 Time is of the essence of this Contract, for the Project, and for each phase and/or designated Milestone thereof.

6.1.4 Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Contract by Town.

6.2 Project Schedule. The Project Schedule, attached hereto as part of Exhibit A, shall be updated and maintained throughout Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.

6.3 Substantial Completion. Substantial Completion shall be achieved not later than the Substantial Completion Date set forth in the Project Schedule, which is 20 working days after Notice to Proceed. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.

6.4 Final Completion and Final Acceptance.

6.4.1 Final Completion will be obtained within the time period set forth in the Project Schedule, which is: June 15, 2015.

6.4.2 Final Completion will be determined and Final Acceptance will be issued pursuant to Section 6.4 of the General Conditions.

6.5 Liquidated Damages.

6.5.1 Substantial Completion Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Substantial Completion of the Work within the Contract Time, Town will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, Town and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the Substantial Completion Date required under the Contract until the actual date of Substantial Completion:

Per MAG

6.5.2 Final Completion Liquidated Damages. For the same reasons set forth in Section 6.5.1 above, Town and Contractor further agree that if Contractor fails to achieve Final Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the actual date of Substantial Completion or the Final Completion Date as required under the Contract, whichever is later, until the actual date of Final Completion:

Per MAG

6.5.3 MAG Liquidated Damages. If no liquidated damages are specified in Sections 6.5.1 and/or 6.5.2 above, then the liquidated damages provisions in MAG § 108.9 shall apply.

6.5.4 Town may deduct liquidated damages described in this Section 6.5 above from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable to Town at the demand of Town, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

6.6.3 Nothing herein shall be deemed to constitute a waiver of any other remedy available to Town in the event of Contractor's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to Town by Contractor.

SECTION 7 - CONTRACT PRICE

7.1 Contact Price.

7.1.1 In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, Town will pay Contractor the "Contract Price", which is \$ 99,950.00.

7.1.2 The Contract Price is all inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.

7.2 Costs. For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials, basis, the costs which may be reimbursed to Contractor and/or chargeable against the Contract Price shall be determined as set forth in Section 7.3 of the General Conditions.

SECTION 8 – PAYMENT

Payments shall be made to Contractor in accordance with Section 8 of the General Conditions.

SECTION 9 – CHANGES TO THE CONTRACT

Changes to the Contract may be made in strict accordance with Section 9 of the General Conditions.

SECTION 10 – SUSPENSION AND TERMINATION

This Contract may be suspended and/or terminated in accordance with Section 10 of the General Conditions.

SECTION 11 – INSURANCE AND BONDS

11.1 Contractor shall provide Insurance as provided on the attached Exhibit B, and in accordance with Section 11.1 of the General Conditions. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to Town prior to commencing any Work under this Contract.

11.2 Contractor shall provide performance and payment bonds to Town in accordance with Section 11.2 of the General Conditions and A.R.S. § 34-610(A).

11.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to Town, will be a material breach and grounds for termination for cause of this Contract.

SECTION 12 – INDEMNIFICATION

Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

SECTION 13 - DISPUTE RESOLUTION

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Section 13 of the General Conditions.

SECTION 14 – MISCELLANEOUS PROVISIONS

The miscellaneous provisions set forth in Section 14 of the General Conditions shall apply to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract through their duly authorized representatives and bind their respective entities as of the effective date.

TOWN OF FLORENCE:

CONTRACTOR:

By: _____

By: _____

ATTEST:

Its: _____

Town Clerk

REVIEWED AS TO FORM:

Town Attorney



GENERAL CONDITIONS OF CONTRACT

These terms will be the General Conditions for any Contract entered into as a result of the ITB and are incorporated therein and shall be fully binding upon the Bidder/Contractor

SECTION 1 — SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply, and are incorporated into all construction contracts entered into by the Town of Florence, unless otherwise specifically excluded in the executed Contract. Sections 2 through 14 of these General Conditions apply to all construction contracts, in whatever form, including without limitation, Fixed Price, Construction Manager at Risk (CM@Risk), Guaranteed Maximum Price (GMP) Cost-Based, and Job Order Contracts (JOC).

SECTION 2 — GENERAL DEFINITIONS

2.1. The Definitions in the Invitation to Bid (ITB), the Request for Proposals (RFP), Request for Qualifications (RFQ) and/or the JOC Solicitation (JOC) giving rise to the Contract shall apply to these General Conditions and the Contract for the Project.

2.2. Change Order – A written instrument issued after execution of the Contract Documents signed by Town and Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Contract Price, the extent of the adjustment to the Contract Time, or modifications of other contract terms. The Contract Price and the Contract Time may be changed only by Change Order.

2.3. Town (Owner or OWNER) – Town of Florence, Arizona a municipal corporation, with whom Contractor has entered into the Contract and for whom the Services and/or Work are to be provided pursuant to the Contract(s).

2.4. Contract – The written agreement executed between Town and Contractor, including all of the Contract Documents.

2.5. Contract Documents – The documents which together form the Contract between Town and Contractor, as identified in Article 2 of the Contract, or are otherwise incorporated into the Contract, including the Contract, the exhibits thereto, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, MAG Specifications and Town's amendments thereto, and any other documents so designated in the Contract.

2.6. Contract Price – The agreed-upon price to be paid to Contractor for full, timely, and acceptable completion of the Services or Work under the terms of the Contract.

2.7. Contract Time(s) – The number of days or the dates related to the applicable phase, Substantial Completion, and/or Final Completion as stated in Contract Documents. The Contract Time is set forth in the Contract, and is based upon the Project Schedule agreed to by Town in writing.

2.8. Contractor – The person or corporation with whom Town has entered into an agreement for construction related work or services in relation to the Project at issue. As used in these General Conditions, the

term Contractor includes CM@Risk and JOC under contract with Town to provide pre-construction and/or construction services.

2.9. Contractor Payment Request – The form that is accepted by Town and used by Contractor in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and/or Town.

2.10. Construction Documents – The plans, specifications, and drawings prepared and issued by the Design Professional and approved by Town for construction, meaning the documents are sealed by the Contractor (as required), acceptable for permitting and incorporated into the Contract by reference. All amendments and modifications to the Construction Documents must be approved in writing by Town prior to incorporation into the Contract.

2.11. Critical Path – Critical path is the sequence of project network activities which add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project shall not be changed without prior written approval of Town.

2.12. Day Calendar day(s) unless otherwise specifically stated in the Contract Documents.

2.13. Float – The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Contract Time. Unless otherwise expressly agreed in writing, all Float belongs to Town.

2.14. MAG Specifications – The latest revision of the latest edition (or the latest edition adopted by the Town) of the Uniform Standard Specifications for Public Works Construction published by MAG.

2.15. MAG Standard Details – The latest revision of the latest edition (or the latest edition adopted by the Town) of Uniform Standard Details as published by MAG.

2.16. Notice to Proceed (NTP) – A written notice given by Town to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under the Contract. The Notice to Proceed shall not be issued until the Contract Price is approved and accepted by Town.

2.17. Project – The Project specified in the Contract (including a Job Order).

2.18. Project Manager – The Project Manager designated in Article 1 of the Contract, or any successor thereto designated by Town. The Project Manager has the authority to act on behalf of Town, as delineated and limited by the Contract Documents and applicable law. Town shall communicate with Contractor through the Project Manager. However, the Project Manager has no authority to bind Town or Town Council in contravention of any Town code, State or Federal statute or regulation, or these General Conditions.

2.19. Project Schedule – The schedule for the completion of the Project agreed to and/or required by Town and incorporated into the Contract as Exhibit A thereto.

2.20. Project Specific Conditions – Additional conditions which apply to the specific Project and/or Scope of Work which are set forth in Exhibit D of the Contract.

2.21. Proposal – A Proposal submitted to the Town by a Contractor in response to an Invitation to Bid (ITB), Request for Qualifications (RFQ), an Request for Proposals (RFP) or other solicitation or request by the Town. Proposals may be Fixed Price, Guaranteed Maximum Price (GMP), Unit Price, or other form as required or requested by the Town.

2.22. Requests for Information (RFIs) – Formal written request from Contractor to Town and/or Contractor for the Project seeking clarification or additional information needed for Contractor to properly complete the Work and/or Services under the Contract. Town may require RFI's to be submitted on a specific form or in a specified format.

2.23. Schedule of Values (SOV) – The specified document prepared by Contractor, and approved and accepted by Town, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price.

2.24. Scope of Work – The scope of work agreed to and/or required by Town and incorporated into the Contract as Exhibit A.

2.25. Subconsultant – A person, firm or corporation having a Contract with Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

2.26. Subcontractor – An individual or firm having a direct Contract with Contractor or any other individual or firm having a Contract with the aforesaid contractors at any tier, who undertakes to perform a part of the pre-construction services or construction phase Work at the site for which Contractor is responsible. Subcontractors shall be selected through the Subcontractor selection process described in the Contract Documents, if any.

2.27. Total Float – Number of Days by which the pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Contract Time or schedule milestone in the Project Schedule.

2.28. Work – The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

SECTION 3 — STANDARD SPECIFICATIONS AND DETAILS

3.1 Town operates under the latest revision of the MAG Specifications as amended by Town.

3.2 Town also operates under the MAG Standard Details, as amended by Town.

3.3 Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix, Arizona. They may also be downloaded at their Web site: <http://www.mag.maricopa.gov/under> "Publications."

3.4 The MAG Specifications and Standard Details and Town's amendments thereto are incorporated into the Contract.

SECTION 4 — CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 General

4.1.1 Contractor shall construct the Work in accordance with the Contract Documents and as outlined in Exhibit A of the Contract to the satisfaction of Town, exercising the degree of professional care, skill, diligence, quality and judgment that a professional Contractor engaged, experienced and specializing in the construction of construction and/or facilities of similar scope, function, size, quality, complexity and detail in urban areas throughout the United States comparable to the Town would exercise at such time, under similar conditions. Contractor shall, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 Contractor shall comply with, and require all Subcontractors to comply with, the Arizona Contractors' license laws, including all requirements with respect to being duly registered and licensed.

4.1.3 Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor warrants to Town that

Contractor and all its subcontractors are in compliance and will comply with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Contractor acknowledges that a breach of this warranty by Contractor or any of its subcontractors is a material breach of this Agreement subject to penalties up to and including termination of the Contract or any subcontract. The Town retains the legal right to inspect the papers of any employee of or any subcontractor who works on this Contract to ensure compliance with this warranty, and may conduct random verification of the employment records of Contractor and any of its subcontractors to ensure compliance with this warranty. Town will not consider Contractor or any of its subcontractors in material breach of the foregoing warranty if Contractor and its subcontractors establish that they have 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 Arizona Revised Statutes § 23-214(A). The provisions of this Section must be included in any agreement Contractor enters into with its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. Breach of this warranty shall constitute a material breach of the contract and shall subject the Contractor to penalties including termination of the Agreement at the sole discretion of the Town.

4.5.4 Contractor further understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Contractor understands and Acknowledges that it must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees," and A.R.S. §§ 1-501 and 502.

4.2 Contractor's Pre-Contract and Pre-Work Deliverables

4.2.1 Before beginning any Work under the Contract, Contractor shall execute the Contract and deliver to Town the items listed in Sections 4.2.3 and 4.2.4 below, and the Contract must be executed by Town. Failure to do so will be a material breach of the Contract entitling Town to terminate the Contract for Cause.

4.2.2 When Contractor delivers the executed Contract to Town, Contractor shall also deliver to Town such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by Town) required under Section 11 of these General Conditions, and as the Contract requires.

4.2.3 Government Approvals and Permits. Contractor shall obtain all necessary permits for the Work and pay all applicable fees, unless otherwise noted on the plans and in the specifications. Contractor is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices. Copies of all permits and the associated notices must be provided to Town prior to starting the permitted activity.

4.3 Pre-Construction Conference

4.3.1 Prior to the commencement of any Work, Town may schedule a Pre-Construction Conference.

4.3.2 Prior to the Pre-construction Conference, Contractor shall provide the Project Team with a Schedule of Values in a form specified by Town reflecting the subcontracts and other categories that will be used to submit Pay Applications for the Work. The total amount of the Schedule of Values shall not be greater than the Contract Price and shall identify Contractor's Contingency, if applicable. The Schedule of Values shall be reviewed at the Pre-Construction Conference and revised in response to comments and questions from Town. Once accepted by Town in writing, the Schedule of Values for the Project will not be changed without the prior written approval of Town.

4.4 Performance of the Work (including Field Measurements, Subcontractors, and Suppliers)

4.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of Town or a separate Contractor, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete the Work consistent with the Contract Documents.

4.4.2 Contractor's Superintendent shall be present at the Site at all times that material Work under this Contract is taking place. Contractor's Superintendent or designee shall be present at the Site at all times any other Work under this Contract is taking place. All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

4.4.3 Before ordering materials or doing work, Contractor and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the Contract Documents, including the drawings.

4.4.4 If Contractor observes error, discrepancies or omissions in the Contract Documents, it shall promptly notify the Contractor and Town and request clarification. Contractor shall be liable to Town for damages resulting from error, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions in the Contract Documents. If Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission or difference and fails to report it to Town, and if Contractor proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, it does so at its own risk.

4.4.5 In all cases of interconnection of its Work with existing or other work, Contractor shall verify at the Site all dimensions relating to such existing or other work. Any errors due to Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by Contractor without any increase in the Contract Price. Any design errors or omissions noted by Contractor during this review shall be reported promptly to Town.

4.4.6 Contractor shall be responsible for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Town and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

4.4.7 Contractor will not substitute or change any Subcontractor or Supplier without the prior written approval of Town. Any substitute or replacement Subcontractor or Supplier shall be required to meet the same qualifications and selection criteria and process as the original Subcontractor or Supplier. If a Subcontract/Supplier selection plan has been approved by Town, Contractor will follow that plan unless otherwise approved by Town in writing.

4.4.8 Contractor shall not change or replace any members of its Project team, including Contractor's Representative, Project Manager, or Superintendent, without an explanation for the change being given to Town, and receiving prior written approval of the change from Town, which approval will not be unreasonably withheld.

4.4.9 Subcontractors whose scope of work has a value greater than 15% of the total Contract Price may be required to furnish performance and payment bonds to Contractor if directed in writing by Town.

4.5 Control of the Project Site

4.5.1 Throughout all phases of construction, including suspension of Work, Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its

construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Town to occupy the Project or a portion of the Project for its intended use

4.5.2 Contractor shall take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of Town and in accordance with the requirements of the Pinal County Bureau of Air Pollution Control Rules and Regulations.

4.5.3 Contractor shall be responsible to Town for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under a Contract with Contractor, or claiming by, through or under Contractor, for all damages, losses, costs and expenses resulting from such acts or omissions.

4.6 Project Safety

4.6.1 Contractor is responsible for safety of the job site for employees of Contractor as well as for members of the general public and others who may drive or walk through or be at the site.

4.6.2 Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.3 Contractor shall provide a "competent person" as required by O.S.H.A regulations. The "competent person" shall be identified at the Pre-Construction Conference with Town advised in writing of any changes.

4.6.4 Contractor and Subcontractors shall comply with all legal and regulatory requirements relating to safety, as well as any Town specific safety requirements set forth in the Contract Documents, provided that such Town-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.5 As between Town and Contractor, Contractor is responsible to Town for any and all the safety issues relating to the Work on the Project. Contractor shall administer and manage the safety program. This will include, but not necessarily be limited to review of the safety programs of each Subcontractor. Contractor shall monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards.

4.6.6 Contractor shall maintain and have sole responsibility for safety on the job site.

4.7 Materials Quality, Substitutions and Shop Drawings

4.7.1 Quality Control and Quality Assurance Testing. All construction materials to be used or incorporated in the Project are subject to inspection, Quality Control & Quality Assurance Testing, and approval or rejection by Town. Any material rejected by Town shall be removed immediately and replaced in an acceptable manner to Town at no additional cost to Town. When QC/QA tests indicate noncompliance with the Contract Documents, retesting shall be performed by the same testing laboratory that performed the tests that indicated noncompliance.

4.7.2 Shop Drawings

4.7.2.1 Contractor shall prepare and submit Shop Drawings which show details of all work to insure proper installation of the Work using those materials and equipment specified under the Approved Plans and Specifications.

4.7.2.2 A schedule of Shop Drawing submissions shall be submitted with the Project Schedule for Town approval that avoids bulk submissions to the extent reasonably possible. Unless otherwise noted, Shop Drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications. The schedule of Shop Drawing submissions shall include all of the items for which Shop Drawings are required by the Contract Documents, including the Specifications.

4.7.2.3 Shop Drawings shall be numbered consecutively for each specification section and shall accurately and distinctly present the following:

- (a) All working and erection dimensions.
- (b) Arrangements and sectional views.
- (c) Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.
- (d) Kinds of materials and finishes.
- (e) Parts list and description thereof.

4.7.2.4 Contractor shall schedule, prepare and submit all shop drawings in accordance with a time-table that will allow its suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project site in a timely manner so as to not delay the complete performance of the work.

4.7.2.5 The review of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Contract. No construction called for by Shop Drawings shall be initiated until such drawings have been reviewed and approved by Town.

4.7.3 Long Lead Time Items. Contractor shall submit Shop Drawings, as required by the Engineer, on all long lead items to be furnished and installed as part of the project within ten (10) days after execution of the Contract. In addition, Contractor shall order all long lead items to be furnished and installed as part of this Project within (3) days after receiving approved Shop Drawings. For all long lead times for which shop drawings are not required, Contractor shall order said long lead items within fifteen (15) days after execution of the Contract. Within two (2) days after ordering long lead items, Contractor shall supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.8 Project Record Documents

4.8.1 During the construction period, Contractor shall maintain at the jobsite a full-size set of prints of the Construction Document Drawings and Shop Drawings for Project Record Document purposes.

4.8.2 Contractor shall mark these drawings to indicate the actual installation where the installation varies from the original Construction Documents. Contractor shall give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- (a) Dimensional changes to the Drawings.
- (b) Revisions to details shown on Drawings.
- (c) Locations and depths of underground utilities.
- (d) Revisions to routing of piping and conduits.
- (e) Actual equipment locations.
- (f) Changes made by Change Order or Addendum.
- (g) Details not on original Contract Drawings.

4.8.6 Contractor shall submit Project Record Drawing sets and Shop Drawings to Town or its representative for review and comment.

4.8.7 Upon receipt of the reviewed Project Record Drawings from Town, Contractor shall correct any deficiencies and/or omissions to the drawings and submit the final original of the Project Record Drawings to Town prior to Final Acceptance and as a condition of Final Acceptance.

4.8.8 Project Manager will review the Project Record Drawings monthly prior to the date established for the Payment Request and shall be the sole judge of acceptance of these drawings.

4.9 Warranty and Correction of Defective Work

4.9.1 Contractor warrants to Town that the construction of the Work shall be of good and workmanlike quality and completed in strict conformance with all applicable laws, rules and regulations and the plans and specifications and all other terms and conditions of the Contract Documents, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

4.9.2 The date of Substantial Completion shall be the beginning of the Warranty period, irrespective of early completion by some Subcontractors of their work. Contractor shall furnish extended warranties for facilities placed in service before Substantial Completion and that expire no earlier than one year beyond Substantial Completion, except as otherwise required in the Contract Documents.

4.9.3 Contractor's warranty obligation shall be in accordance with MAG Specifications.

4.9.4 In addition, unless otherwise specified in the Contract Documents, Contractor and Subcontractors shall provide to Town all of the following written warranties that apply to the Work, in a form acceptable to Town.

- (a) General Warranty — Two (2) years.
- (b) Mechanical Contractor — Two (2) years.
- (c) Plumbing Contractor — Two (2) years.
- (d) Electrical Contractor — Two (2) years.
- (e) Roofing Contractor — Two (2) years.
- (f) Roofing Manufacturer — Ten (10) years.
- (g) Caulking — One (1) year.
- (h) Steel Joists, Certificate of Manufacture.
- (i) Exterior Metal Wall System — Five (5) years.
- (j) Painting — One (1) year.
- (k) Termite — Five (5) years.
- (l) Sheet Metal: Zinc coating thickness on hot-dipped galvanized.
- (m) Metals- One (1) year.
- (n) Acoustical Tile — Five (5) years.
- (o) Resilient Floor Covering — One (1) year.

4.9.5 Nothing in the warranties contained in the Contract Documents are intended to limit any manufacturer's warranty which provides Town with greater warranty rights than set forth in this Section or the Contract Documents. Contractor will provide Town with all manufacturers' warranties prior to Final Acceptance.

4.9.6 A progress payment, or partial or entire use or occupancy of the Project by Town, shall not constitute acceptance of Work not in accordance with the Contract Documents.

4.9.9 Without limiting the foregoing or anything in these General Conditions or the Contract to the contrary, Contractor shall obtain and provide to Town all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. Town and the user of the facility shall have the right to the full value and benefit of all such warranties. Contractor will ensure all such warranties are fully transferrable to facilitate the full value of this Section 4.9.9.

SECTION 5 — TOWN'S RESPONSIBILITIES

5.1 Town Project Manager. Project Manager is responsible for providing Town-supplied information and approvals in a timely manner to assist Contractor to fulfill its obligations under the Contract Documents.

5.2 Contractor Services. Town may contract separately with one or more Contractors to provide construction administration of the Project. The Contractor's Contract, as well as other firms hired by Town shall be furnished to Contractor. Contractor shall not have the right to limit or restrict or reject any Contract modifications that are mutually acceptable to Town and Contractor.

SECTION 6 — CONTRACT TIME

6.1 Contract Time.

6.1.1 The Contract Time shall start with the Notice to Proceed ("NTP") and end with Final Acceptance, as set forth in Section 6.4 below.

6.1.2 The Notice to proceed shall be issued in accordance with MAG Specifications § 108.

6.1.3 The Contract Time shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Contract Time.

6.1.4 Time is of the essence of this Contract, for the Project, for the Work, and for each phase and/or designated Milestone thereof.

6.2 Project Schedule.

6.2.1 The Project Schedule shall be updated and maintained throughout the Contract Time.

6.2.2 The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time, as adjusted in accordance with the Contract Documents. No modification to the Contract Documents or the Contract Time shall be effective unless approved in advance by Town.

6.2.3 An updated Project Schedule shall be submitted monthly to Town as part of the Payment Request.

6.2.4 Contractor shall provide Town with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work in the Contract Time.

6.2.5 Acceptance of a submitted schedule by Town should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by Contractor. The responsibility for completing the Work on the Project within the Contract Time remains the obligation of Contractor. Town's review shall not relieve Contractor from compliance with the requirements of the Contract Documents or be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the work.

6.2.6 Critical Path Method (CPM)

6.2.6.1 Unless otherwise specified in the Contract, the Project Schedule shall include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

6.2.6.2 The CPM diagram schedule shall be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

6.2.7 Float Time

6.2.7.1 The total Float Time within the overall schedule is for the exclusive use of Town, but Town may approve Contractor's use of Float as needed to meet contract Milestones and the Project completion date.

6.2.7.2 Contractor shall not be allowed to sequence, hide, or reallocate Float Time through such strategies, as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract Time.

6.2.7.3 Rain-Related Delays. Contractor is required, in preparing the Project Schedule to take into account all relevant weather conditions, including normal rainfall and distribution. No additional Compensation shall be given for any rain-related delays or impacts on the Work or the Project Schedule. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on Contractor.

6.3 Substantial Completion.

6.3.1 When Contractor considers that the Work, phase or a portion thereof, which Town agrees to accept separately, is substantially complete, Contractor, in conjunction with the Inspector, shall prepare and submit to the Project Manager a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment

6.3.2 Upon receipt Contractor's Punch List, Project Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection by the Project Manager discloses any item, whether or not included on Contractor's Punch List, which is not sufficiently completed in accordance with the Contract Documents so that Town can occupy or utilize the Work, phase or designated portion thereof for its intended use, Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by Project Manager.

6.3.3 Certificate of Substantial Completion. The Project Manager shall not issue a Certificate of Substantial Completion unless and until the Work (or separable units or Phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents, such that the Project is ready for use by Town for its intended purpose, opening to the general public, full occupancy or use by Town (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and/or all areas serving the general public, as applicable, shall be ready for full operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air condition, vertical transportation and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and/or other work as applicable, has been performed to a similar state of essential and satisfactory completion. In no event shall Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy

has been issued by the appropriate Governmental Authorities (as applicable) and (ii) all terms and Work required under this Agreement have been fulfilled by Contractor and same shall have also been approved and accepted by Town, subject only to the Punch List Items.

6.4 Final Acceptance and Final Completion.

6.4.1 Unless otherwise expressly agreed to in writing by Town, Final Completion must be obtained by no later than 30 calendar days after the date of Substantial Completion. Failure to timely obtain Final Completion will be a material breach of the Contract.

6.4.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, Town and Contractor will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial acceptance. Final Acceptance shall not be issued and Final Completion shall not occur until all items of work, including Punch List Items, have been completed to Town's satisfaction as reflected in the written Final Acceptance.

6.4.3 Final Payment under Section 8.4 below shall not be due, owing, or paid by Town until Final Completion is obtained.

SECTION 7 — CONTRACT PRICE

7.1 **Fixed Price Contracts.** The Contract Price for all Fixed Price Contracts shall be the amount set forth in the Contract.

7.2 **Town Sales Tax.** Contractor is required to pay Town Sales Tax on any contracting activity done for the Town, and this cost shall be included in all Contract Prices.

SECTION 8 — PAYMENT

8.1 Payment For Construction Services.

8.1.1 Subject to the terms of the Contract Documents, including this Section 8, payment for the Work will be made in accordance with MAG Specifications § 109 as amended below.

8.1.2 In MAG Specifications § 109.7 (A), replace the first paragraph of the subsection with the following:

Town will make monthly progress payments during the course of the contract. The payments (estimates of work completed) will be prepared by Contractor on form provided by Town, and approved by Project Manager. The monthly payment cycle will start with the date of the Notice to Proceed. Town may process payments more frequently if requested by Contractor and agreed to in writing by Town.

8.1.3 Payments shall be made pursuant to A.R.S. § 34-221 and/or § 34-609, as applicable.

8.1.4 When construction of the Project is fifty percent (50%) completed, Contractor may request payment of one-half of the retention pursuant to A.R.S. § 34-221(C)(3) and/or §34-609(B)(3), subject to all of Town's rights to withhold or offset payments, and/or other rights of Town, under the Contract.

8.1.5 Town reserves the right under A.R.S. § 34-221(C)(3) and/or § 34-609(B)(3) to reinstate the ten percent (10%) retention if Town determines that satisfactory progress is not being made.

8.2 Final Payment. Subject to all of Town's rights to withhold or offset payment, and other rights under the Contract, Final Payment including remaining retainage shall be paid only after: (i) the Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by Town; (ii) necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings (including the Building Information Model, if required by the Contract Documents), plans and specifications have been delivered to Town; (iii) full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Contractor; (iv) all conditions and requirements imposed by Town or any financing entity for the corresponding disbursement have been met; and (v) Contractor delivers to Town a Contractor Payment Request Form requesting Final Payment.

8.3 Town's Right to Withhold Payment. Town may withhold payment to such extent as may be necessary in Town's opinion to protect Town from loss for which Contractor is responsible, including, without limitation:

- i. Defective Work not remedied;
- ii. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Town is provided by Contractor;
- iii. Failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- iv. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- v. Damage to the Town or another Contractor;
- vi. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- vii. Persistent failure to carry out the Work in accordance with the Contract Documents.

8.4 Joint/Direct Checks. Payments to Contractor may be made by checks payable jointly to Contractor and its employees, agents, subcontractors and suppliers, or any of them, and when in the sole opinion of the Town it is advisable, payments may be made directly to Contractor's subcontractors and any amount so paid shall be deducted from the amounts owed to Contractor under this Contract.

8.5 Payment Not A Waiver. No payment (nor use or occupancy of the Project by the Town) shall be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of Town.

8.4 Liens and Bond Claims. Contractor shall make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and shall promptly furnish evidence of such payments as Town may require. Contractor shall pay when due all claims arising out of performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of Town, or against payments due from Town to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of Town, against payment due from Town to Contractor, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, Contractor agrees to defend, indemnify, and hold harmless Town from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed.

8.5 Financial Record Keeping and Town's Audit Right.

8.5.1 Records for all Contracts between Town and Contractor shall, upon reasonable notice, be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. Town or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after Final Payment or longer if required by law.

8.5.2 Town, its authorized representative, and/or the appropriate agency, reserve the right to audit Contractor's records in compliance with local, state or federal policies, statutes or at Town's discretion, within three (3) years of Final Acceptance of the Work.

SECTION 9 — CHANGES TO THE CONTRACT

9.1 Extra Work/Changes in the Work.

9.1.1 Town reserves the right to make such changes in the plans and specifications for the Work, as it may deem appropriate and any such change as set forth in a written Change Order or Extra Work Order shall be deemed a part of this Contract as if originally incorporated herein.

9.1.2 Contractor shall not be entitled to payment for additional work unless a written Change Order or Extra Work Order, in form and content prescribed by Town, has been executed by Town prior to starting the additional work.

9.1.3 Any agreement which modifies the terms of the Contract (including Change Orders) shall be approved in writing by the Project Manager. Once properly executed by both parties, these modifications to the Contract shall have the same effect as if they had been included in the original Contract.

9.2 Accuracy of Change Order Pricing Information. Signature by the contracting parties shall constitute full accord and satisfaction between Town and Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact or acceleration damages, which may be occasioned by a Change Order or other modification of the Contract agreed to in writing.

SECTION 10 — SUSPENSION AND TERMINATION

10.1 Suspension. Town may suspend the Contract and/or Contractor's performance in accordance with MAG Specifications § 105.1.

10.2 Termination by the Town for Cause.

10.2.1 MAG Specifications § 108.11 applies to the Contract.

10.2.2 Town may also terminate the Contract if Town determines, in its sole discretion, that Contractor has:

- (a) Refused or failed to supply enough properly skilled workers or proper materials;
- (b) Failed to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;
- (c) Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- (d) Otherwise breached a provision of the Contract Documents or any other contract between Town and Contractor.

10.2.3 When any of the above reasons exist, Town may terminate the Contract, without prejudice to any other rights or remedies of Town, after giving Contractor and Contractors' surety, if any, seven (7) days' prior written notice of Town's intent to terminate the Contract and Contractor's failure to cure any such reasons. Upon such termination, Town may: (1) take possession of the Site and of all materials thereon owned by Contractor; and/or (2) finish the Work by whatever reasonable method Town may deem expedient. When Town terminates the Contract for one of the reasons state above, Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Price, excluding any remaining Contingency existing at the time of such termination exceeds the costs and expenses of finishing the Work and any other damages incurred by Town, such excess shall be paid to Contractor. If such costs, expenses and damages exceed such unpaid balance, Contractor shall pay the difference to Town. This obligation for payment shall survive termination of the Contract.

10.3 Termination by Town for Convenience. Town may also terminate the Contract at any time for its convenience upon seven (7) days written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of Contractor, Town shall pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments shall be due from Town to Contractor.

10.4 A.R.S. § 38-511. The Contract is subject to, and may be terminated by Town in accordance with, the provisions of A.R.S. § 38-511.

10.5 Non-Appropriation. Town is a government agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If Town determines that it does not have funds to meet its obligations under the Contract, Town shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for the Project.

10.6 Under no circumstances shall Town have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed, or for any future or anticipated profits, recovery, damages, expenses, or losses.

SECTION 11 — INSURANCE AND BONDS

11.1 Insurance Requirements.

11.1.1 Contractor shall obtain, maintain, and provide verification of insurance coverage set forth in the Town's Insurance Requirements, as modified by any applicable Special Provisions, of the Contract.

11.1.2 Town may, in the Contract Documents, designate additional insured(s) along with Town (and their respective employees, members, representatives, agents and affiliates) on all required insurance policies, and all coverage applicable to Town under this Section 11.1 and the Insurance Requirements in the Town's Insurance Requirements shall apply to such designated additional insured(s) as well.

11.2.3 Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of this Contract.

11.1.4 Subcontractors. Contractor's certificate(s) shall include all Subcontractors as additional insureds under its policies or Contractor shall furnish to Town separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements set forth in the Contract Documents, including the Town Insurance Requirements.

11.2 Bonds and Other Performance Security.

11.2.1 Prior to execution of the Contract, Contractor shall provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

11.2.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds.

11.2.3 The bonds shall be made payable and be acceptable to Town. The bond forms for the performance and payment bonds shall be in the forms required under A.R.S. § 34-221, *et seq.*

11.2.4 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of A- or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)' published by the A.M. Best Company.

11.2.5 Personal or individual bonds are not acceptable.

SECTION 12 - INDEMNIFICATION

12.1 To the fullest extent permitted by law, Contractor, its successors and assigns shall defend, indemnify and hold harmless the Town and its agents, representatives, officers, directors, officials and employees from all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work or failure to comply with Contractor's obligations under the Contract Documents or any laws, regulations, or legal requirements. Contractors' duty to defend, indemnify and hold harmless Town and its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused by any act or omission of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

12.2 Contractor shall also defend, indemnify and hold harmless Town, the Contractor, any jurisdiction or agency issuing permits for any work involved in the project and their consultants and each of their directors, officers, employees and agents from and against all losses, expenses, damages (including damages to the work itself), attorney's fees and other costs including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of the Work and all of Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

12.3 The indemnified party shall have the right to approve the legal counsel selected by Contractor or the insurer of the liability, which approval shall not be unreasonably withheld.

12.4 The defense, indemnification, hold harmless provisions and Town's Liability Insurance set forth herein shall survive any termination of the Contract.

SECTION 13 — DISPUTE RESOLUTION

13.1 Informal Dispute Resolution. The parties to the Contract agree that time is of the essence in relation to performance of the Contract and completion of the Project, therefore any and all disputes in relation to the Contract will initially be referred to the Project Manager, the Design Professional Representative and/or the Contractor Representative as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

13.2 Dispute Resolution Representative ("DRR") Process.

13.2.1 The Parties under the Contract agree that all claims and disputes in relation to the Project which are not resolved in the ordinary course of the Project ("Claim" or "Claims") shall, as a prerequisite to

any mediation, or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").

13.2.2 The DRR Process shall be initiated through service of a DRR Notice as set forth below:

(a) for claims by the Contractor or the Design Professional, the DRR Process shall be initiated by the party asserting the claim serving written notice on the Town setting forth in detail: (i) the basis for the claim; (ii) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project; (iii) the specific relief requested, the amount thereof, and how such was calculated; (iii) the parties involved in the Claim, and how they are involved; (iv) the specific contract provisions in the Contract Documents (including, if applicable, drawings and specifications) which apply; and (v) efforts made to date to resolve the Claim.

(b) For claims by the Town, the DRR process will be initiated by the Town providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Contract Documents that apply, and the relief requested.

(c) The DRR Notice shall be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.

13.2.3 The other parties shall respond in writing to the DRR Notice ("DRR Response") within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response shall be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.

13.2.4 The designated Dispute Resolution Representatives for the Parties to the claim shall then meet as soon as possible and in any event within twenty (20) calendar days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

13.2.5 At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

13.2.6 The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

13.2.7 Unless otherwise designated in a written notice to the other parties, the Project Manager and the representatives of the Contractor and of the Design Professional shall act as the parties' designated Dispute Resolution Representatives.

13.2.8 If a resolution of the Claim is reached, that resolution shall be set forth in writing and shall be signed by the Parties' designated Dispute Resolution Representative. If the resolution involves a change in any Contract Documents, the Contract Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties shall execute an appropriate written Change Order or Amendment pursuant to the terms of the Contract Documents.

13.3 Mediation.

13.3.1 Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under B (4) above, or after the DRR is terminated pursuant to ¶ B (5) above, whichever is earlier, shall be submitted to mediation as a condition precedent to litigation by either party.

13.3.2 The mediation shall be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar days of the written demand, either party may make a request to the Civil Presiding Judge of the Pinal County Superior Court to appoint a mediator.

The mediation shall occur within forth (40) calendar days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.

13.3.3 The qualifications for the mediator shall be that they be: (a) an experienced mediator, arbitrator or litigator of construction disputes; and (b) having engaged a significant portion of their time involving and/or resolving construction disputes for at least the past five (5) years.

13.3.4 Each party shall provide to the other party and the mediator all of the information and documentation required under B(1) and (2) above, together with any additional information and documentation which the party believes relevant. In addition, the parties shall exchange, and provide to the mediator such additional memoranda, information and/or documentation, as the mediator may request, and in the form and at such times, as the mediator may direct.

13.3.5 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Mesa, Arizona, unless another location is mutually agreed upon. Agreements reached in mediation shall be specifically enforceable in any court having jurisdiction thereof.

13.4 Arbitration.

13.4.1 If the mediation is unsuccessful, the parties shall submit the dispute and/or claim to be resolved through binding arbitration conducted according to the then current Construction Industry Arbitration Rules of the AAA, but not administrated or conducted by the AAA, which arbitration shall be held in Pinal County, Arizona, utilizing a single arbitrator selected by the parties, unless the parties agree, in writing, to an alternative arbitration procedure.

13.4.2 If: (a) the parties cannot agree on a single arbitrator within two (2) weeks of the demand for arbitration; or (b) the parties at any time prior to the arbitrator being appointed and the arbitrator has accepted the appointment, cannot agree upon any significant aspect of the arbitration, not already addressed herein, either party may submit the Claim directly to the AAA to select the Arbitrator, and thereafter the arbitration shall be administered by the AAA.

13.4.3 The arbitrator shall be an attorney with at least fifteen (15) years of experience in construction related practice, and whose practice, for at least the last five (5) years, consists of at least 50% construction law.

13.4.4 At the request of either party, the arbitration may include as parties, through joinder, consolidation or otherwise, additional persons or entities involved in the Project, involving claims and/or disputes with common issues and/or facts. The arbitrator shall promptly rule upon any request for joinder or consolidation.

13.4.5 In relation to claims in which the amount in controversy is less than \$250,000, no discovery other than exchange of documents, designation of witnesses and detailed disclosure of claims and defenses (including specifically a detailed basis for calculating all claims), and no more than 3 depositions and 1 expert per side, shall be allowed, subject to disclosure of such other information as approved by the arbitrator. Otherwise, discovery shall be allowed and/or limited as decided by the arbitrator.

13.4.6 The prevailing party in any arbitration or court proceeding under this Agreement shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred.

13.4.7 A demand for arbitration shall be made within the time limits specified in the Contract Documents as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

13.4.8 The Parties agree to participate as a party, by joinder and/or consolidation, in any arbitration, litigation, or other dispute resolution involving as an issue, claim, or defense, any action, inaction, or

service provided under this Contract or in relation to the Project or the Work, or any defect or deficiency in the Work.

13.4.9 The party filing a notice of demand for arbitration, or a counterclaim, must assert in the demand or counterclaim all Claims then known to that party on which arbitration is permitted to be demanded.

13.4.10 Any award by the arbitrator shall not include any consequential or punitive damages.

13.4.11 The award entered by the arbitrator shall be a reasoned award.

13.4.12 The award entered by the arbitrator shall be final and judgment may be entered thereon in the Arizona Superior Court.

SECTION 14 — MISCELLANEOUS PROVISIONS

14.1 Assignment. Neither Contractor nor Town shall, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Contract.

14.2 Governing Law and Venue. In the performance of the Contract, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona, Pinal County, and the Town, including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal, state, county or local laws applicable to the Contract. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this Contract shall be proper in the Superior Court of Pinal County, Arizona and both parties consent to jurisdiction and venue in such court for such purposes.

14.3 Survival. All warranties, representations and indemnifications by Contractor shall survive the completion or termination of this Agreement.

14.4 No Waiver. The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

14.5 Project Communications.

14.5.1 All communications concerning the performance of the Work or the Project shall be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Contract.

14.5.2 Project communications may be exchanged by e-mail upon the written agreement of the Project Manager and Contractor Representative, but e-mail communications are not binding upon Town and cannot change the terms of the Contract or the scope of work, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

TOWN REVISIONS TO MAG SPECIFICATIONS

1. **Adoption of the MAG Specifications:** The Uniform Specifications for Public Works Construction issued by the Maricopa Association of Governments ("MAG Specifications") have been adopted by the Town and shall apply to the Work, to the extent applicable. In addition, to the extent the Town has adopted its own Town Specifications, and/or Supplements and/or Modifications to the MAG Specifications (collectively the "Town Specifications"), those Town Specifications shall apply to the Work when and where appropriate and Contractor shall fully comply therewith. Any questions or concerns the applicability of any specific MAG or Town Specification to the Work shall be directed in writing to the Project Manager.
2. **ITB, Contract, General Provisions, Special Provisions, and/or Specifications for the Project:** To the extent there is any conflict between: (i) the ITB, the Contract, the General Provisions to the Contract, the Special Provisions, and/or the Specifications for the Project; and (ii) the MAG Specifications as amended by the Town, the specific provision applicable to the Project set forth in the Contract Documents enumerated in (i) prevail.
3. **Specific Revisions to MAG Specifications:** The following special provisions modify the sections of the MAG Specifications.

Section 102.3 INTERPRETATION OF QUANTITIES IN PROPOSAL

Add the following at the end of the section:

Notwithstanding any other provision in the Contract Documents, Contractor shall not be entitled to increase the unit prices on any basis, including increases, decreases or reallocation of any quantities, no matter what the quantum of the increase, decrease or reallocation may be.

Section 102.12 DISQUALIFICATION OF BIDDERS

Add a new paragraph (C), to read as follows:

(C) Submission of any unit prices in the bid proposal which are unbalanced, either above or below the amount of a reasonable bid price as determined by the Town Engineer, to the potential detriment of Town.

Section 104.2 ALTERATION OF WORK

Delete the second paragraph in Section 104.2.1 in total, and replace with the following:

No payment will be made for any changes in the Work, whether initiated by the Town, the Engineer, or Contractor, unless and until a written change order has been fully executed and approved by the Town.

Delete Section 104.2.2 in its entirety.

In Section 104.2.3, delete the following from the first paragraph in Section 104.2.3:

"and payment will be made in accordance with the provisions set forth in Section 109."

Section 105.4 COORDINATION OF PLANS AND SPECIFICATIONS

Add the following:

For any apparent error or omission in the plans and specifications, such corrections by the Town Engineer may include adjustments in units, quantities and unit prices.

Section 108.1 NOTICE TO PROCEED

Add the following subsection:

(C) Work shall not start until the contract has been executed by both the Contractor and the Town. The Contractor shall begin work as soon as practical after the starting date specified in the Notice to Proceed. All work under the contract shall be completed within the number of calendar days stated in the proposal, plus extensions, beginning the day following the starting date specified in the Notice to Proceed.

Section 108.11 TERMINATION OF CONTRACT

Add the following at the end of the first paragraph:

The Town may also terminate the Contract for its convenience without cause. Contractor shall only be entitled to payment for the actual costs of Work actually completed as of the date of termination, and no payment shall be due or made for any anticipated costs, profits, overhead or other costs not actually incurred, and no payment shall be paid for idle time or labor cost, legal or accounting charges, claim preparation charges, subcontractor costs, lost profits, general conditions or overhead, bidding and/or project investigation costs, acceleration or efficiency claims, or any other additional expense or claim related to the termination.

Section 109.4 COMPENSATION FOR ALTERATION OF WORK

Before Section 109.4.1, add the following:

Any deduction or increase in the Contract Price must be supported by a signed, written change order fully executed by the Town, and supported by such backup as the Engineer, Project Manager, and the Town may require. No adjustments in any unit prices will be allowed.

Delete Sections 109.4.1(A) and (B) and 109.4.2(A) in their entirety.

Section 109.9 DOLLAR AMOUNT OF MAJOR ITEM

Delete in its entirety.

Section 110 NOTIFICATION OF CHANGED CONDITIONS AND DISPUTE RESOLUTION

Delete the entire section and replace with the following:

All claims and disputes shall be resolved pursuant to § 13 of the General Conditions.

INSURANCE REQUIREMENTS

1. **Contractor's Obligation:** Contractor shall secure and maintain, at his or her own expense, until completion of the contract, general liability and property insurance as shall protect Contractor and the Town from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

2. **General Liability Coverage:** Contractor shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form. General liability coverage shall include Products/Completed Operations, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury.

3. **Coverage Amounts:** Contractor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

Employer's Liability	\$500,000-\$1,000,000
-----------------------------	-----------------------

Contractors General Liability

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$2,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
e. Excess or Umbrella Liability	
1.) General Aggregate per job	\$3,000,000
per policy year	\$5,000,000
2.) Each Occurrence per job	\$3,000,000
per policy year	\$5,000,000

Automobile Liability

a. Bodily Injury:	
Each Person	\$1,000,000
Each Accident	\$1,000,000
b. Property Damage	
Each Accident	\$1,000,000
c. Combined Single Limit	\$1,000,000

Contractual Liability

a. Bodily Injury:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
b. Property Damage:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000

Workman's Compensation

a. Bodily Injury by Accident each accident	\$1,000,000
b. Bodily Injury by Disease each employee	\$1,000,000
c. Bodily Injury by Disease policy limit	\$1,000,000

4. **Additional Provisions:**

- A. **Additional Insured:** Contractor shall name the Town of Florence as an "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate(s) of Insurance.
- B. **Cancellation Notice of Material Change of Coverage:** Contractors' required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the Town of Florence.
- C. **Certificate(s) of Insurance:** Prior to commencing work under each contract or subcontract, Certificates of Insurance shall be submitted and approved by the Town. Contractor is responsible for obtaining Certificates of Insurance establishing that Contractor and all subcontractors have complied with insurance requirements previously stated. Copies of Certificate(s) of Insurance shall be forwarded to the Risk Manager for review and filing. Failure of Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Town to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Town shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Town.
- D. **Rating of Insurance Company(ies):** Any and all insurance company(ies) supplying coverage to Contractor must have no less than an "A" rating in accordance with the A.M. Best rating guide.
- E. **Deductible:** Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
- F. **Rental Equipment:** In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- G. **Personal Property:** In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons. Contractor shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Town shall be named as additional insured under such insurance.
- H. **Waiver of Subrogation:** Town and Contractor waive all rights against each other and Architect/Engineer, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.
- I. **Right to Require Higher Limits:** Town reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Town's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.
- J. **Waiver of Requirements:** The Town Manager, in consultation with the Risk Manager and/or Town Attorney, reserves the right to waive or reduce insurance requirements should it be in the best interest of the Town.

SPECIAL PROVISIONS

The Plans, Details, Specifications and any other Special Provisions applicable to the Project (Special Provisions) are listed below and attached hereto as Attachment 1.

BID SCHEDULE

SOUTH WASTEWATER TREATMENT PLANT – LAGOON CLOSURE

THIS BID IS SUBMITTED BY:

Blount Contracting, Inc.
a(n) Corporation (Corporation, Limited Liability Company,
Partnership, Joint Venture, Sole Proprietorship, Individual), holder of an Arizona Registrar of Contractor's license:
ROC# 274735, classification A General Engineering

Randy Blount Vice President 04/13/2015
NAME TITLE DATE

(Failure to fill in the information above, regarding the Bidder being a holder of Arizona State Contractor's License is grounds for rejection of the bid.)

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described herein for the following unit prices or lump sum amounts:

Lump Sum Bid Price – All work as required to complete the project as shown on the plans	\$ 89,950.00
Lump Sum Contingency Allowance	\$10,000

Total of All Lump Sums = Total Bid Price \$ 99,950.00

Total Price In Words: Ninety-Nine Thousand Nine Hundred Fifty Dollars
and Zero Cents

ACKNOWLEDGEMENT OF ADDENDA

Blount Contracting, Inc. acknowledges that it has received the following addenda:
(Contractor)

(Addendum #)	(Date)
Addendum #1	04/10/2015

Date: 04/13/2015



(Signature) Randy Blount

Vice President

(Title)

LIST OF SUBCONTRACTORS

The following information gives the name, business address, and portion of WORK (description of WORK to be done) for each SUBCONTRACTOR that WILL be used in the WORK if the BIDDER is awarded the CONTRACT. No SUBCONTRACTOR doing WORK in excess of Ten Thousand Dollars (\$10,000.00) and who is not listed SHALL be used without the written approval of the OWNER which SHALL not be unreasonably withheld. (Additional supporting data MAY be attached to this page. Each page SHALL be sequentially numbered and headed "Proposed Subcontractors" and SHALL be signed.) Substitutions of SUBCONTRACTORS MAY be made by the BIDDER so long as all SUBCONTRACTORS used meet all requirements for SUBCONTRACTORS and all subcontract agreements meet all requirements for sub-agreements and lower tier agreements as set forth in the CONTRACT DOCUMENTS.

<u>Name</u>	<u>Business Address</u>	<u>Description of Work</u>

Statutory Bid Bond

STATUTORY BID BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1 OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

That Blount Contracting, Inc. (hereafter "Principal"),
as Principal, and The Guarantee Company of North America USA, a corporation organized and existing under the
laws of the State of MI, with its principal offices in the City of Southfield, MI
(hereafter "Surety"), as Surety, are held and firmly bound unto the
Town of Florence (hereafter "Obligee"), in
the amount of Fifteen Percent of bid amount (Dollars)
(\$ 15%), for the payment whereof, the said Principal and Surety bind themselves,
and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for South Wastewater Treatment Plant - Lagoon Closure

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Witness our hands this 13th day of April, 2015.

Blount Contracting, Inc.

PRINCIPAL

SEAL

BY:

The Guarantee Company of North America USA

BY:

Lori L. Dawson-Brown
Lori L. Dawson-Brown, Attorney-in-Fact

AGENCY OF RECORD

Minard-Ames Insurance Services



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Steven E. Minard, Michael D. Specht, Deborah K. Anderson, Lori L. Dawson-Brown
Minard-Ames Insurance Services LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Sr. Vice President, COO

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 13th day of April 2015

Randall Musselman, Secretary

RESOLUTION OF BOARD OF DIRECTORS

**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF**

Blount Contracting, Inc
(Name of Corporation)

RESOLVED that Randy Blount, Vice President of
(Person Authorized to Sign) (Title)

Blount Contracting, Inc. ("Corporation") is authorized to sign and submit
the bid or proposal of this corporation for the following project:

TOWN OF FLORENCE: SOUTH WASTEWATER TREATMENT PLANT – LAGOON CLOSURE

The foregoing is a true and correct copy of the resolution adopted by the Corporation at the
meeting of its Board of Directors held on the 13 day of April, 2015.

By 
Randy Blount

Title Vice President

(SEAL)

(THIS FORM MUST BE COMPLETED IF BIDDER IS A CORPORATION)

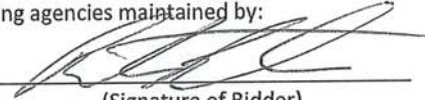
NON-COLLUSIVE BIDDING CERTIFICATION

STATE OF Arizona)
) SS.
COUNTY OF Maricopa)

I, Randy Blount of the City/Town of Mesa, in the County of Maricopa and the State of Arizona, of full age, being duly sworn according to the law of my oath depose and say that:

I am Randy Blount a Vice President of the firm of Blount Contracting, Inc., the Bidder making the Bid for the Town of Florence Project SWWTP Lagoon Closure and that I executed the said Bid with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Town of Florence relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement of understanding, for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by:



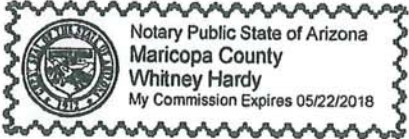
(Signature of Bidder)

Randy Blount

(Printed or Typed Name of Bidder)

(Seal of Corporation)

Sworn to before me this 13 day of April, 2015 in the County of Maricopa,
State of Arizona.





(Notary Public)

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Blount Contracting Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		<input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>		
	5 Address (number, street, and apt. or suite no.) 820 N. 111th Street		Requester's name and address (optional)
	6 City, state, and ZIP code Mesa, AZ 85207		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
or									
Employer identification number									
8	6	-	1	0	0	7	1	9	4

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 4/13/2015
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)


Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ATTACHMENT 1 – PLANS & TECHNICAL SPECIFICATIONS

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8a.
<p>MEETING DATE: May 4, 2015</p> <p>DEPARTMENT: Administration</p> <p>STAFF PRESENTER: Jennifer Evans, Management Analyst</p> <p>SUBJECT: Resolution No. 1516-15: Approving the Issuance by the Industrial Development Authority of the Town of Florence, Inc. of Not to Exceed \$7,950,000 of Education Revenue Bonds (Academy of Math & Science Projects), Series 2015C, for the Benefit of the Academy of Mathematics and Science, Inc.</p>		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1516-15: A RESOLUTION GRANTING APPROVAL TO THE ISSUANCE OF ONE OR MORE SERIES OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FLORENCE, INC. TAX-EXEMPT AND/OR TAXABLE EDUCATION REVENUE BONDS (ACADEMY OF MATH & SCIENCE PROJECTS), SERIES 2015C, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,950,000 TO FINANCE THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF EDUCATIONAL FACILITIES FOR ACADEMY OF MATHEMATICS AND SCIENCE, INC. AND ITS AFFILIATE, MATH AND SCIENCE SUCCESS ACADEMY, INC.

BACKGROUND/DISCUSSION:

Resolution No. 1516-15 will allow the Academy of Mathematics and Science to issue, through the Florence Industrial Development Authority, up to \$7,950,000 of bonds for the acquisition, construction, renovation, improvement and equipment of (a) the land and buildings at 1557 West Prince Road, Tucson, Arizona (the “AMS – Prince Campus”), for use in charter school operations and (b) land and buildings located at 434 West Lerdo Road and 425 West Valencia Road, Tucson, Arizona (the “AMS-Lerdo Campus”) for use in charter school operations.

The Academy of Mathematics and Science Affiliated Network operates two charter schools in Tucson, one charter school in Phoenix, and plans to open a second charter school, the Camelback Campus, in Phoenix in the fall of 2015. The combined enrollment of all schools is 1,064. Enrollment shows a steady rate of growth with a 56% increase in enrollment over the last two years.

There is no liability incurred by the Town of Florence in granting its approval for the issuance of the bonds. By issuing the bonds, the Town or the IDA is not precluded from making other issues now or in the future. The issuance of IDA bonds is contingent upon the borrower's strength and the comfort that the underwriter has with the applicant.

By passing this resolution, the Florence IDA will receive a \$3,000 application fee and a yearly administrative fee of seven basis points of the outstanding balance of the issue for the life of the bonds. If \$21 million in bonds are issued, the IDA will receive between \$14,000 and \$15,000 at closing.

FINANCIAL IMPACT:

Under the provisions of Arizona Revised Statutes, Section 35-742, the Town of Florence shall not in any event be liable for the payment of the principal or interest of the bonds of the Authority or for the performance by the Authority of any of its obligations with respect to its bonds nor shall any agreements or obligations of the Authority constitute an indebtedness of the Town of Florence within the meaning of any constitutional or statutory provisions whatsoever.

STAFF RECOMMENDATION:

Staff recommends adoption of Resolution No. 1516-15 for approval of the Industrial Development Authority of the Town of Florence, Inc. bonds for the Academy of Mathematics and Science, Inc.

ATTACHMENTS:

Resolution No. 1516-15
Ryley, Carlock, & Applewhite letter dated April 6, 2015

RESOLUTION NO. 1516-15

A RESOLUTION GRANTING APPROVAL TO THE ISSUANCE OF ONE OR MORE SERIES OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FLORENCE, INC. TAX-EXEMPT AND/OR TAXABLE EDUCATION REVENUE BONDS (ACADEMY OF MATH & SCIENCE PROJECTS), SERIES 2015C, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,950,000 TO FINANCE THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF EDUCATIONAL FACILITIES FOR ACADEMY OF MATHEMATICS AND SCIENCE, INC. AND ITS AFFILIATE, MATH AND SCIENCE SUCCESS ACADEMY, INC.

WHEREAS, The Industrial Development Authority of the Town of Florence, Inc. (the "Authority"), is an Arizona nonprofit corporation designated as a political subdivision of the State of Arizona empowered under the Industrial Development Financing Act, A.R.S. §§35-701 through 761 inclusive (the "Act"), to issue revenue bonds for the purposes set forth in the Act, including the making of secured and unsecured loans for the purpose of financing the acquisition, construction, improvement or equipping of a "project" (as defined in the Act) whenever the Board of Directors of the Authority finds such loans to be in the public interest; and

WHEREAS, the term "project" includes within its meaning any land, any building or other improvements, and all real and personal properties which are suitable for an educational institution or organization established under the provisions of Title 15, Chapter 1, Article 8, Arizona Revised Statutes, and owned by a nonprofit organization; and

WHEREAS, Academy of Mathematics and Science, Inc. (the "Borrower"), an Arizona nonprofit corporation designated as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), has requested that the Authority issue its revenue bonds for the purpose of assisting the

Borrower and its affiliate, Math and Science Success Academy, Inc., an Arizona nonprofit corporation designated as an organization described in Section 501(c)(3) of the Code, in financing and refinancing the costs of acquiring, constructing, renovating, improving and equipping land and buildings located at (a) 1557 West Prince Road and 1625 West Prince Road in Tucson, Arizona (the “AMS-Prince Campus”) and (b) 434 West Lerdo Road and 425 West Valencia Road in Tucson, Arizona (the “AMS-Lerdo Campus”) and, together with the AMS-Prince Campus, the “Facilities”), for use by the Borrower or its affiliate, as applicable, in connection with its respective charter school operations; and

WHEREAS, in furtherance of the purposes of the Act, the Authority proposes to issue one or more series of its tax-exempt and/or taxable Education Revenue Bonds (Academy of Math & Science Projects), Series 2015C (the “Bonds”), in an aggregate principal amount of not to exceed \$7,950,000, the proceeds of which will be loaned to the Borrower to (i) finance and refinance the costs of the Facilities, (ii) fund a debt service reserve fund for the Bonds, and (iii) pay certain expenses relating to issuance of the Bonds (the “Project”); and

WHEREAS, the Authority, by a resolution duly adopted by the Board of Directors of the Authority at a lawful meeting called and held on April 20, 2015 (the “Authority Resolution”), granted final approval to the issuance and sale of the Bonds in aggregate principal amount not to exceed \$7,950,000; and

WHEREAS, pursuant to Section 35-721.B of the Act, the proceedings of the Authority under which the Bonds are to be issued require the approval of this Council; and

WHEREAS, approval of the Bonds is not made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign; and

WHEREAS, this Council has had presented to it information regarding the Project and the Bonds and is informed and advised regarding the Project and the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF FLORENCE as follows:

SECTION I. APPROVAL OF PROCEEDINGS. The proceedings of the Authority under which the Bonds are to be issued in aggregate principal amount not to exceed \$7,950,000 are hereby approved, subject, however, to all the terms and conditions contained in the Authority Resolution.

SECTION II. CERTIFICATION. It is hereby CERTIFIED under penalty of perjury that the approval of the proceedings is not made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

PASSED by the Mayor and Town Council of the Town of Florence, Pinal County, Arizona, this 4th day of May 2015.

Tom J. Rankin - Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia - Town Clerk

Clifford L. Mattice – Town Attorney

William F. Wilder
Direct Line: 602.440.4802
Direct Fax: 602.257.6902
wwilder@rcalaw.com

April 6, 2015

To: Mayor and Council
Town of Florence, Arizona

Board of Directors
The Industrial Development
Authority of the Town of Florence, Inc.

Re: Not to Exceed \$7,950,000 The Industrial Development Authority of the
Town of Florence, Inc. Education Revenue Bonds
(Academy of Math & Science Projects), Series 2015C

Ladies and Gentlemen:

At a meeting of the Board of Directors of The Industrial Development Authority of the Town of Florence, Inc., (the "Authority") on April 20, 2015, the Authority will be asked to grant approval to the financing for the Academy of Math & Science Projects (as discussed below) and to adopt a resolution authorizing the issuance and sale of the bonds as described above (the "Bonds").

Thereafter, at a meeting of the Council of the Town of Florence, Arizona, on April 20, 2015, the Town Council will be asked to approve the proceedings of the Authority, as prescribed by A.R.S. §35-821.B, for the issuance of the Bonds.

The purpose of this letter is to provide a summary review of the planned financing.

THE AUTHORITY AND ITS POWERS

The Authority is an Arizona nonprofit corporation incorporated under the provisions of the Industrial Development Financing Act, Title 35, Chapter 5, and Title 10, Arizona Nonprofit Corporation Act, Arizona Revised Statutes, as amended (the "Act"). The Authority is designated by law as a political subdivision of the State of Arizona. Under the provisions of the Act, the Town Council of the Town of Florence is the governing body of the Authority, is responsible for electing the Directors of the Authority, and must approve the proceedings of the Authority for the issuance of the Bonds.

Mayor and Council of the Town of Florence,
Arizona
Board of Directors
of The Industrial Development Authority
of the Town of Florence, Inc.
April 6, 2015
Page 2



The Authority is empowered to issue the Bonds and loan the proceeds from the sale of the Bonds to finance "projects" as such term is defined in A.R.S. § 35-701. Facilities for a nonprofit 501(c)(3) charter school organization formed under the provisions of Title 15, Article 1, Chapter 8, Arizona Revised Statutes, as amended, constitute a "project" within the meaning of the Act.

Under the provisions of the Act, the Authority is empowered to issue its bonds to finance a "project" located anywhere in Arizona (except when the "project" is housing, in which case the "project" must be located in the Town of Florence). Also, under the provisions of the Act the Authority is empowered to issue its bonds to finance a project outside of Arizona if certain criteria set forth in the Act are met.

THE ACADEMY OF MATH & SCIENCE AFFILIATED NETWORK

The Academy of Math & Science Affiliated Network includes the Academy of Mathematics and Science, Inc., the Academy of Mathematics and Science South, Inc. and the Math and Science Success Academy, Inc. The Academy of Math & Science Affiliated Network operates two charter schools in Pima County, one charter school in Maricopa County and intends to open a second charter school in Maricopa County in the fall of 2015.

The combined enrollment of the Network Schools is 1,064. Enrollment shows a strong, steady rate of growth, with a 56% increase in enrollment over the last two years. The Network Schools also maintain substantial wait lists.

THE APPLICANT/BORROWER

The Applicant/Borrower for financing is Academy of Mathematics and Science, Inc. ("AMS"), an Arizona nonprofit corporation designated under the Internal Revenue Code as a 501(c)(3) organization and formed and operated exclusively for charitable and educational purposes as a charter school under the provisions of Title 15, Article 1, Chapter 8, Arizona Revised Statutes, as amended.

THE PROJECT

The Borrower, Academy of Mathematics and Science, Inc. ("AMS"), together with the Math and Science Success Academy, Inc. ("MASSA"), will use the proceeds from the sale of the Bonds to refinance and finance the costs of acquiring renovating, improving and equipping of (a) land and buildings located at 1557 West Prince Road, Tucson, Arizona (the "AMS – Prince Campus"), for use in Charter school operations and (b) land and buildings located on West Lerdo Road, Tucson, Arizona (the "AMS – Lerdo Campus") for use in Charter school operations, all for the Math and Science Success Academy, Inc.

Mayor and Council of the Town of Florence,
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RYLEY CARLOCK
& A P P L E W H I T E
Attorneys

APPROVAL BY AUTHORITY

At an Authority Board meeting on April 20, 2015, it is anticipated the Authority Board will grant approval to the application for financing submitted by MASSA and will adopt a resolution authorizing the issuance and sale of the Bonds.

NOTIFICATION TO ARIZONA ATTORNEY GENERAL

As required by the provisions of Arizona Revised Statutes, Section 35-721.F, the Authority will notify the Arizona Attorney General of the Authority's intention to issue the Bonds.

PUBLIC HEARING

No public hearing pursuant to the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, is required for the proposed financing.

ALLOCATION FOR TAX EXEMPT FINANCING

Since the Applicant is a nonprofit 501(c)(3) organization, it is not necessary for the Applicant to obtain an allocation of the State of Arizona 2010 volume cap or "state ceiling" for the proposed financing and the Bonds to be issued.

FINANCING PARTICIPANTS

The major participants in the financing are as follows:

Issuer:	The Industrial Development Authority of the Town of Florence, Inc.
Issuer Counsel:	Ryley, Carlock & Applewhite
Applicant/Borrower:	Academy of Mathematics and Science, Inc.
Applicant/Borrower Counsel	Warren Charter Law, PLC
Bond Counsel:	Greenberg Traurig LLP
Bond Underwriter	Piper Jaffray & Co.
Bond Underwriter Counsel	Barnes & Thornburg, LLP
Trustee	Bank of Arizona

PRINCIPAL FINANCING DOCUMENTS

<u>Document</u>	<u>Parties</u>
Indenture of Trust	Issuer and Trustee
Loan Agreement	Issuer and Borrower
Bond Purchase Agreement	Issuer, Borrower and Bond Purchaser
Limited Offering Memorandum	Borrower
Tax Compliance Certificate	Issuer and Borrower
Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing	Borrower

PLAN OF FINANCING

There will be a single series of Bonds as more specifically described below:

The Authority's Education Revenue Bonds (Academy of Math & Science Projects) Series 2015C, will be used to refinance and finance the acquisition, construction, renovation, improvement and equipping of educational facilities at the Prince Campus and Lerdo Campus, to Pima County, Arizona for Academy of Mathematics and Science, Inc. and its affiliate, Math and Science Success Academy, Inc.

The Bonds will be issued in a not to exceed amount of \$7,950,000, will bear interest at a fixed rate to be determined at the time the Bonds are sold and will have a final maturity date, not exceeding 40 years from the date the Bonds are issued.

The Bonds will be issued under the Indenture of Trust, will be sold to one or more institutional or accredited investors in accordance with the provisions of the Bond Purchase Agreement and the proceeds received from the sale of the Bonds will be loaned by the Authority to the Borrower under the provisions of the Loan Agreement.

Restrictions are in place to assure that the Bonds cannot be transferred other than to an appropriate institutional buyer or accredited investor.

Under the provisions of the Loan Agreement, the Borrower will be unconditionally obligated to make periodic loan repayments in amounts sufficient to provide for the timely payment of interest and principal on the Bonds.

Mayor and Council of the Town of Florence,
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RYLEY CARLOCK
& A P P L E W H I T E
Attorneys

The obligations of the Borrower under the Loan Agreement will be secured by the Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing.

The proceeds of the loan from the Authority to the Borrower will be held by the Trustee and disbursed on a periodic basis to pay the costs associated with acquiring, constructing, renovating, improving and equipping the respective Project.

AUTHORITY APPROVAL

The Authority is requested, at its meeting on April 20, 2015, to act as required by law to adopt a resolution authorizing and approving the issuance of the Bonds.

TOWN COUNCIL APPROVAL

The Town Council of the Town of Florence is requested, at its meeting on April 20, 2015, to act as required by law to adopt a resolution approving the proceedings of the Authority for the issuance of the Bonds.

NO LIABILITY ON THE TOWN OF FLORENCE

Under the provisions of A.R.S. § 35-742, the Town of Florence shall not in any event be liable for the payment of the principal or interest on the Bonds of the Authority or for the performance by the Authority of any of its obligations with respect to its Bonds nor shall any agreements or obligations of the Authority constitute an indebtedness of the Town of Florence within the meaning of any constitutional or statutory provision whatsoever.

TRANSACTION CLOSING

If the required approvals of the Authority and the Town Council of the Town of Florence are received, it is currently anticipated that the Bonds will be issued by the end of May, 2015.

LEGAL COUNSEL RECOMMENDATION

As counsel to the Authority, we have reviewed drafts of the principal financing documents, we have been advised that these documents are now in substantially final form, and based upon our review of such and our review of the proceedings of the Authority to date relating to the proposed issuance of the Bonds, we believe the financing documents and proceedings are in substantial conformance with the policies and guidelines of the Authority and are in both form and substance acceptable for the Authority Board and Florence Town Council to act upon and that the Resolution presented to the Authority Board relating to authorizing the issuance and sale of the Bonds, and the Resolution presented to the Florence Town Council

Mayor and Council of the Town of Florence,
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Board of Directors
of The Industrial Development Authority
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RYLEY CARLOCK
& A P P L E W H I T E
Attorneys

approving the proceedings of the Authority for the issuance of the Bonds and related matters, are in form and substance acceptable for the Authority Board to adopt.


Yours very truly,



William F. Wilder
Legal Counsel, The Industrial Development
Authority of the Town of Florence, Inc.

WFW:akr

cc: Ms. Lisa Garcia, Town Clerk
Ms. Jennifer Evans, Economic Development Director

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8b.
MEETING DATE: May 4, 2015 DEPARTMENT: Human Resources STAFF PRESENTER: Scott Barber, Human Resources Director SUBJECT: Fiscal Year 2015-2016 Benefit Package Renewal		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Staff recommends approval of Fiscal Year 2015-2016 employee benefit program renewal with Blue Cross/Blue Shield of Arizona for medical; Teladoc for 24/7 physician access benefits; Principal Financial Group for dental and life insurance; Vision Service Plan for vision insurance; EAP Preferred for Employee Assistance Program, AFLAC for supplemental insurance products, and Infinisource to administer our Section 125 flexible benefit account plan.

BACKGROUND/DISCUSSION:

The employee insurance benefit package renews on July 1, 2015. Garry L. Johnson & Associates, our employee benefit plan consultant, solicited and received renewal quotes from all providers. We are extremely happy to report that all providers are offering renewals with a zero premium increase (“rate pass”). Staff continues to be appreciative of the work done on behalf of the Town by Eric Johnson and his staff.

Medical Insurance – The Town went to a fully-insured, PPO-type plan with Blue Cross/Blue Shield for the Fiscal Year 2014/2015 policy year. The plan has a \$1,000 maximum out-of-pocket limit for the employee, and a maximum of \$3,000 for a family. The Town fully pays the employee premium and shares the dependent coverage premium with those employees who need and want dependent coverage on a 78%/22% split.

Teladoc – The Town is completing our second year with this coverage which provides our employees 24/7 medical consultations via telephone or internet. Teladoc is a free-standing benefit which supplements our medical insurance. Employees are able to connect with a licensed physician for information, advice, and treatment including prescription medication, when appropriate. At a rate of \$3.75 per month per insured family (up to 5 family members, paid fully by the Town), we think this coverage is a good value for the Town and our employees.

Dental Insurance – The recommendation is to renew our current fully-insured dental plan with the Principal Financial Group. The Town shares in the same percentage as medical insurance for those employees with dependent coverage.

Group Life Insurance – Staff recommends renewal with Principal Financial Group for our group life insurance to all eligible employees and dependents for Fiscal Year 2015-2016. Group Life coverage is 2X an employee's annual salary up to a maximum of \$150,000. The monthly premium rate is \$0.151 per \$1,000 of employee coverage, \$0.79 for dependent coverage. Group Life is paid 100% by the Town.

Vision Insurance has no changes to the basic plan design. We are completing year two into four-year rate lock with the carrier VSP, so there is no premium increase for the Fiscal Year 2015-2016 policy year (\$11.08 per month for employee coverage, \$23.82 per month for family coverage). Vision Insurance is paid 100% by the employee.

Employee Assistance Program has no plan design or coverage changes, or increase in costs (\$1.85 per employee per month). The Town currently pays 100% of the cost for this service.

The Town offers its' employees a comprehensive line of AFLAC insurance products. Coverage is paid 100% by the employee. There is no change in AFLAC programs.

The following chart illustrates monthly medical, dental and vision coverage premiums paid by employees for the 2015-2016 plan year:

Medical/Dental Insurance Coverage Premiums	Medical FY15-16	Dental FY15-16	Vision* FY15-16
Employee Only	\$ PAID	\$ PAID	\$ 11.08
Employee + Spouse	\$ 154.34	\$ 5.28	\$ 23.82
Employee + Child(ren)	\$ 126.27	\$ 8.66	\$ 23.82
Employee + Family	\$ 280.61	\$ 14.97	\$ 23.82

*vision is an optional benefit paid 100% by employee

FINANCIAL IMPACT:

The estimated Town's portion of the annual maximum cost for the employee benefit package for Fiscal Year 2015-2016 is included in the various departmental proposed budgets. If voters do not approve the proposed budget ballot measure on May 19, 2015, staff will be evaluating the benefit package and the cost-sharing arrangement with our employees.


STAFF RECOMMENDATION:

Staff recommends Council to authorize the Town Manager to contract with the following carriers to provide benefits to our full-time employees and qualified dependents:

- Blue Cross/Blue Shield of Arizona for Medical
- Teladoc benefit for phone/internet physician access
- Principal Financial Group for Dental and Group Life Insurance
- Vision Service Plan for Vision Insurance
- EAP Preferred for Employee Assistance Program Services
- AFLAC for AFLAC supplemental insurance products
- Infinisource for the Section 125 flexible spending account plan

ATTACHMENTS:

None

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8c.
MEETING DATE: May 4, 2015 DEPARTMENT: Utilities Department STAFF PRESENTER: John V. Mitchell, Utilities Director SUBJECT: Award of contract to Kimbrell Electric, Inc. for the installation of traffic signal at Fire Station No. 2.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to award a contract to Kimbrell Electric for installation of a traffic signal at Fire Station No. 2, in an amount not to exceed \$199,081.62.

BACKGROUND/DISCUSSION:

This project was identified during the construction of the new Fire Station No. 2, located at 2035 N. Hunt Highway. The traffic signal is a safety improvement allowing for ingress and egress of emergency equipment from the station.

The project was advertised and bids were opened on April 16, 2015. Six companies bid the project and prices ranged from a low of \$199,081.62 to a high of \$252,610.00. The lowest bidder, Kimbrell Electric, submitted a bid of \$199,081.62. Kimbrell Electric has been determined to be the lowest responsive and responsible bidder.

FINANCIAL IMPACT:

The current budget provides funding for this project (CIP T-28).

STAFF RECOMMENDATION:

Staff recommends an award of contract to Kimbrell Electric for installation of a traffic signal at Fire Station No. 2, in an amount not to exceed \$199,081.62.

ATTACHMENTS:

- Bid tabulation sheet
- Contract documents

**Town of Florence
Bid Tabulation Sheet**

Maria Hernandez

Verbal (only allowed when \$5,000 of less)

Date Prepared: April 16, 2015

Written/Fax (mandatory when over \$5,000; attach bids)

Prepared By: Maria Hernandez, Deputy Town Clerk

Formal Sealed Bid: # T-28 Fire Station #2 Traffic Signal Improvements Bid Due Date: April 16, 2015 Bid Due Time: 3:00 pm

Item (include quality, brand, model, color)

Vendor name Contact Person Phone/Fax	Bid Schedule	List of Subcontractors	Statutory Bid Bond	Resolution of Board	Non-Collusive Certification	W-9	Total	Comments
1 Redhawk Solution, LLC 2602 West Bloomfield Road Phoenix AZ 85029 PH #	Yes	Yes	Yes	Yes	Yes	Yes	\$209,700.00	1 original 2 copies
2 C S Construction, Inc. 22023 North 20th Avenue, Suite A Phoenix AZ 85027 PH # 623-889-7650	Yes	Yes	Yes	Yes	Yes	Yes	\$246,000.00	1 original 2 copies
3 Roadway Electric, LLC 2035 W. Mountain View Road Phoenix AZ 85021-1922 PH #	Yes	Yes	Yes	N/A	Yes	Yes	\$207,777.00	1 original 2 copies
4 Kimbrell Electric, Inc. 7593 N. 73rd. Drive Glendale AZ 85303 PH # 602-265-2111	Yes	Yes	Yes	Yes	Yes	Yes	\$199,081.62	1 original 0 copies
5 Utility Construction Company, Inc. P O Box 1774 Gilbert AZ 85299 PH #	Yes	Yes	Yes	Yes	Yes	Yes	\$252,610.00	1 original 3 copies
6 AJP Electric, Inc. 11250 N. Cave Creek Road Phoenix AZ 85020 PH #	Yes	Yes	Yes	Yes	Yes	Yes	\$241,550.00	1 original 0 copies

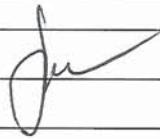
Attach additional page(s), if necessary

Vendor Selected KIMBELL ELECTRIC

Address _____

Justification (if not lowest price) _____

Department Head Approval _____



Date: 4/20/2015

Finance Director Approval _____

Date: _____

Town Manager Approval _____

Date: _____

***If over \$10,000, must go to Town Council for approval.
Attach this approved for to purchase request with written quotes, if applicable.**



TOWN OF FLORENCE, ARIZONA

**INVITATION TO BID, PROJECT SPECIFICATIONS,
AND CONTRACT DOCUMENTS**

DATED: March 23, 2015

FOR:

TOWN OF FLORENCE

Fire Station #2 Traffic Signal Improvements

PROJECT #: T-28



TOWN OF FLORENCE, AZ

INVITATION TO BID

Fire Station #2 Traffic Signal Improvements

SUBMITTAL DUE DATE AND TIME: April 16, 2015 at 3:00 P.M. LOCAL AZ TIME

SUBMITTAL LOCATION: Town of Florence
Town Clerk
775 N Main St.
Florence, AZ 85132

MANDATORY PRE-BID MEETING DATE: NA
TIME:
LOCATION:

ISSUING OFFICE : Town of Florence
C/o Town Clerk
775 N. Main Street
Florence, AZ 85132
Telephone: (520) 868-7551
Website: <http://www.florenceaz.gov/rfp>

BIDDING DOCUMENTS: Bidding Documents, including plans and specifications along with any addenda or supplemental information, may be viewed and ordered online by registering with the Issuing Office via phone or email. Following registration, complete sets of Bidding Documents may be downloaded from the Issuing Office's website as "zipped" portable document format (PDF) files. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of the Bidding Documents will not be available from the Issuing Office.

COMPLETION OF WORK: 150 Calendar Days from the Notice to Proceed.

GENERAL OR BID PROCESS QUESTIONS: [John Mitchell, Utility Director, \(520\) 868-8325,
john.mitchell@florenceaz.gov](mailto:john.mitchell@florenceaz.gov)

TECHNICAL QUESTIONS: Dave Bruggeman, (602) 618-0406, DBrugg@EarthLink.net

All questions must to be submitted via email only by **5:00 PM, 4/10/2015** Answers to questions and other clarifications will be in the final Addenda issued through the Issuing Office on **4/13/2015**



PROJECT DESCRIPTION

Installation of a new traffic signal at Fire Station No. 2, located at 2035 N. Hunt Hwy, Florence, AZ 85132.



TABLE OF CONTENTS OF BIDDING DOCUMENTS

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BID SUBMITTAL CHECKLIST

It is the Bidder's responsibility to be thoroughly familiar with all requirements and specifications. The following checklist is provided as a courtesy only, and is not binding upon the Town nor does it modify, in any way, the terms or requirements of this ITB, any applicable statutes, rules, regulations, or the Town's purchasing policies.

- 1. The Bid Schedule has been signed by an authorized representative of the firm. Unsigned bids will not be considered.
- 2. The Bid Schedule has been fully completed; including prices offered (including any alternatives) have been fully filled in and reviewed for accuracy.
- 3. Any addenda have been reviewed and acknowledged on the form included in the ITB. It is the Bidder's responsibility to obtain all addenda relevant to this solicitation via the Issuing Office or other means.
- 4. The List of Subcontractors has been fully completed and executed by Bidder and reviewed for accuracy.
- 5. Bidder has reviewed all instructions, terms and conditions, and specifications to ensure your response fully complies.
- 6. Any required samples, descriptive literature, or enclosures have been included, if applicable. (Identify samples with Bidder's name and solicitation number.)
- 7. The bid package and/or envelope have been identified with Bidder's name, ITB number and ITB title.
- 8. The specified number of copies of Bidder's response has been included if more than one (1) copy is required.
- 9. Insurance requirements have been reviewed and can be fully complied with.
- 10. Bid Bond has been fully executed by Bidder and appropriate Surety and is included.
- 11. The Resolution of Board of Directors for corporate Bidder has been fully executed and included, or other proof of authorization required under this ITB has been included.
- 12. The Non-Collusive Bidding Certification has been executed and included.
- 13. The W-9 Form is complete and included.

INSTRUCTIONS TO BIDDERS

INSTRUCTION 1: DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the Contract, General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Engineer* - The Engineer set forth in the Invitation to Bid or as otherwise designated in writing by the Town. If no other Engineer is designated, the Engineer shall be the Issuing Office.
 - B. *ITB* - The Invitation to Bid, all supporting documents included herewith, all Bidding Documents, and all properly issued Addenda.
 - C. *Issuing Office* - The office from which the Bidding Documents are to be issued. The Issuing Office is set forth in the Invitation to Bid above.
 - D. *Owner or Town* - The Town of Florence, Arizona.
 - E. *Project* - The Project set forth in the Project Description above.

INSTRUCTION 2: COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the Invitation to Bid above.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids. Neither Owner, Engineer, nor the Issuing Office assumes any responsibility for errors or misinterpretations resulting from the use of incomplete, modified or unofficial sets of Bidding Documents.
- 2.03 Owner, the Issuing Office and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

INSTRUCTION 3: QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 10 days of Owner's request, Bidder shall submit: (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments; and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
 - B. Bidder's state or other contractor license number and good standing.
 - C. Evidence that each natural person submitting a Bid, including the officers, partners, members, and/or principals of the Bidder, to submit documentation of their lawful presence in the United States, pursuant to A.R.S. §§ 1-501 and 1-502.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Instruction 3 to submit information will prejudice the right of Owner to seek additional information, as requested in the Town's sole discretion, regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

INSTRUCTION 4: BIDDER'S PRE-BID OBLIGATIONS AND REPRESENTATIONS

- 4.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
 - B. Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
 - E. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
 - F. Become aware of the general nature of the work to be performed by the Town and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - G. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - H. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- 4.02 Bidder represents and agrees that:
- A. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Instruction, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents; and
 - B. Based on the information and observations referred to in the preceding ¶ 4.01, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

INSTRUCTION 5: PRE-BID CONFERENCE

- 5.01 A Pre-Bid conference will be held at the time and location stated in the above Invitation to Bid. Representatives of Owner and Engineer will be present to discuss the Project. If the Invitation to Bid provides that the Pre-Bid Conference is mandatory, it is mandatory and failure to attend the Pre-Bid Conference may be a basis for disqualifying a Bidder and/or rejecting the Bidder's Bid. If the Pre-Bid Conference is not mandatory, Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

INSTRUCTION 6: INTERPRETATIONS AND ADDENDA

- 6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to in writing as set forth in the Invitation to Bid above. Any interpretations, clarifications, or other/additional information considered necessary by Engineer and/or the Town in response to such questions, or otherwise, will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents.
- 6.02 Questions received after the Questions Due Date and Time set forth on the Invitation to Bid above may be answered at the sole discretion of the Town. Inquiries regarding this ITB directed to persons other than the Town's designated representative may not be answered, and any answers received other than as set forth in this ITB will not be binding upon the Town for any purpose.
- 6.03 Only answers provided by written Addenda may be binding upon the Town. Oral and other interpretations or clarifications will be without legal effect. The Town shall not be held responsible if a Bidder fails to receive any addenda issued. The Town shall not be responsible for any oral representations or statements relating to the solicitation specifications made by any employee, agent or officer of the Town.
- 6.04 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.
- 6.05 Receipt of Addenda shall be acknowledged by signing and returning the form included herein with the ITB with the Bid by the specified Bid due date and time. Potential Bidders are responsible for obtaining all addenda relevant to this ITB via the Issuing Office or other means.

INSTRUCTION 7: BID SECURITY

- 7.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of ten percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid Bond in statutory form (on the form included in the Bidding Documents) issued by a surety meeting the requirements of the General Conditions and applicable law.
- 7.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within ten (10) days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Forfeiture will not preclude the Town from seeking any or all other remedies provided by law to recover losses sustained as a result of the Bidder's failure to enter into the Agreement or to furnish the contract securities or insurance certificates and endorsements.
- 7.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 7.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven (7) days after the Bid Opening.

INSTRUCTION 8: SUBSTITUTE AND "OR-EQUAL" ITEMS

- 8.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 8.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented

by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

INSTRUCTION 9: SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 9.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 9.02 The Bidders shall submit to the Town with its response to this ITB a complete listing of all Subcontractors the Bidder intends to use in the performance of the work specified in the ITB providing the information required in the Subcontractor List included in the ITB. No bid for work involving these classifications will be valid without the complete listing of both subcontractors and major material suppliers as listed in the ITB and the included form List of Subcontractors.

INSTRUCTION 10: PREPARATION OF BID

- 10.01 The Bid Schedule is included with the Bidding Documents.
- A. All blanks on the Bid Schedule shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Schedule expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 10.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 10.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 10.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 10.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 10.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 10.07 All names shall be typed or printed in ink below the signatures.
- 10.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 10.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 10.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in Arizona and the Town Bidder's Arizona contractor license number and classification, and any other required business and/or tax licenses required by the Town shall also be shown on the Bid Form.
- 10.11 If price is a consideration and in case of error of prices in the Bid, the unit price shall govern. If there is a conflict between values or prices written-out in text and values or prices expressed in numbers, the text values or prices shall control.
- 10.12 No Bid shall be altered, amended, or withdrawn after the specified due date and time.

- 10.13 Periods of time, stated as a number of days, shall be calendar days.
- 10.14 It is the responsibility of all Bidders to examine the entire ITB package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a Bid. Negligence in preparing a Bid confers no right of withdrawal after Bid due date and time.
- 10.15 The Town shall not reimburse the cost of developing or providing any response to this ITB and development and provision of any offer shall be at the respective Bidder's sole cost. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

INSTRUCTION 11: BASIS OF BID

- 11.01 The Basis upon which Bids shall be calculated and submitted (Lump Sum/Fixed Price, Unit Price, and/or Allowances for specific items) are set forth in the ITB, including the Bid Schedule.
- 11.02 Lump Sum/Fixed Price
 - A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.
- 11.03 Unit Price
 - A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
 - B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" provided in the ITB (usually the Bid Schedule) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with the General Conditions.
 - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 11.04 Allowances
 - A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with the General Conditions.

INSTRUCTION 12: SUBMITTAL OF BID

- 12.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. Three (3) unbound copies of the Bid Form are to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Instruction 7.
- 12.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to **Town of Florence, AZ, Town Clerk, 775 N. Main St., Florence, AZ 85132.**
- 12.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted, opened, or considered.
- 12.04 By signature on the Bid Form, the Bidder certifies that:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.

- B. The Bidder shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
- C. The Bidder has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
- D. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts, and the Bidder may be debarred.

INSTRUCTION 13: MODIFICATION AND WITHDRAWAL OF BID

- 13.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 13.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 13.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 13.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder may, in the Town's sole discretion, be disqualified from further bidding on the Work.

INSTRUCTION 14: OPENING OF BIDS

- 14.01 Bids will be opened at the time and place indicated in the Invitation to Bid above and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids
- 14.02 All Bids will remain subject to acceptance for the period of time stated in the Bid Form and each Bidder agrees that it will hold open its offer for such period, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period. Unless otherwise specified in the ITB, all Bidders and their Subcontractors shall hold their bids valid for a period of 60 days from the proposal due date stated on the Advertisement for Bids.

INSTRUCTION 15: EVALUATION OF BIDS

- 15.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner may reject the Bid as nonresponsive.
- 15.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 15.03 Evaluation of Bids:
 - A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the

Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

- C. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Contract for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.
1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder-specified time of Substantial Completion (in calendar days) times the rate for liquidated damages (in dollars per day).
 2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.
- 15.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 15.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 15.06 Any terms of the Bidder's submittal that conflict with the language and requirements of the Town's solicitation or that take exception to the terms, conditions, specifications and/or other requirements stated within this ITB, may cause the Bidder's submittal to be considered nonresponsive and rejected. Exceptions may be evaluated by the Town on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation

INSTRUCTION 16: AWARD AND SIGNING OF CONTRACT

- 16.01 Notwithstanding any other provision of this ITB, the Town expressly reserves the right, when determining whether to award a contract to the lowest responsive and responsible Bidder who has neither been disqualified nor rejected pursuant to the terms and conditions of the ITB, to:
- A. Waive any immaterial defect or informality; and/or
 - B. Reject any or all Bids, or portions thereof; and/or
 - C. Reissue an Invitation to Bid; and/or
 - D. Exercise any other rights available to the Town under the terms of the ITB, the Town Code, law, or equity.
- 16.02 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Contract along with the other Contract Documents as identified in the Contract. Within 10 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Contract (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Contract to Successful Bidder.

INSTRUCTION 17: ADDITIONAL PROVISIONS

- 17.01 Contract Applicability: The Bidder shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific ITB. All previous agreements, contracts, or other documents, which have been executed between the Bidder and the Town, are not applicable to this ITB or any resultant contract.

- 17.02 Gratuities: The Town may, by written notice to the Bidder, cancel the resultant contract if it is found by the Town that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Bidder or any agent or representative of the Bidder, to any officer or employee of the Town with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the Town pursuant to this provision cancels the resultant contract, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible Town government customers, shall not be prohibited by this paragraph.
- 17.03 Public Record: All offers submitted in response to this ITB, whether or not accepted by the town, shall become a matter of public record available for public inspection, subsequent to the award notification, in accordance with the Town's Procurement Policy and Arizona's Public Records laws.
- 17.04 Confidential Information: If a person believes that a bid, ITB, offer, specification, or protest contains information that should be withheld, a statement advising the Town of this fact shall accompany the submission and the information shall be identified. The information identified by the person as confidential shall not be disclosed until the Town makes a written determination.
- 17.05 Lobbying Prohibition: Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the Town, including but not limited to the Town Council, employees, and contractors engaged to assist in the solicitation, is prohibited.
- A. This prohibition is imposed from the time of the first public notice of the solicitation until the Town cancels the solicitation, rejects all responses, awards a Contractor, and otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any Town Council meeting, study session or Town committee meeting.
 - B. This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation or Town-initiated communications for the purposes of conducting the procurement, and in the manner prescribed in the solicitation, including but not limited to pre-bid conferences, clarification of responses, presentations if provided for in the solicitation, requests for Best and Final Proposals, contract negotiations, interviews, protest/appeal resolution, or surveying non-responsive vendors.
 - C. Violations of this provision shall be reported to Purchasing and may be a basis for rejecting a response or disbarment of the violator by the Town. Persons and/or entities violating this prohibition may be subject to a warning letter, rejection of their response, or disbarment by the Town, in the Town's discretion, depending on the nature of the violation.



CONTRACT

TOWN OF FLORENCE

CONTRACT FOR
Fire Station #2 Traffic Signal Improvements
Project #: T-28

THIS CONTRACT is made and entered into on the ____ day of _____, 20__, by and between Town of Florence, an Arizona municipal corporation, hereinafter called "Town" and the "Contractor" designated below:

Town and Contractor agree as follows:

ARTICLE 1 – PARTICIPANTS AND PROJECT

TOWN: Town of Florence, Arizona
Project Manager: John V. Mitchell, PE
Telephone: (520) 868-8325
E-mail: John.Mitchell@florenceaz.gov

CONTRACTOR: Kimbrell Electric, Inc.
7593 N. 73rd Drive
Arizona ROC No.: 174015-AE
Federal Tax ID No: 86-0671603
Representative: John Kimbrell, Vice President
Telephone: (602) 265-2111
E-mail: johnk@kimbrellelectric.com
amberf@kimbrellelectric.com

ENGINEER/: Lee Engineering
DESIGNER 3610 N. 44th Street, Suite 100
Phoenix, AZ 85018
Representative: Dave Bruggeman
Telephone: 602-618-0406
E-mail: DBrugg@EarthLink.net

PROJECT DESCRIPTION: Installation of a new traffic signal at Fire Station No. 2

PROJECT LOCATION: 2035 N. Hunt Hwy, Florence, AZ 85132.

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 Contract Documents. The Contract between Town and Contractor shall consist of the following Contract Documents:

Invitation to Bid	MAG Specifications
Instructions to Bidders	List of Subcontractors
General Contract Conditions	Contract Change Order Form
Special Provisions	Non-Collusive Bidding Certification
Statutory Bid Bond	Affidavit Regarding Settlement of Claims
Statutory Payment Bond	Bid Terms
Statutory Performance Bond	Bidding Form
Insurance Requirements	Acknowledgement of Addenda Received
Bidder’s Qualification Statement	Specification Book
MAG Details	Town Modifications to MAG Specifications

In the event of a conflict of language between the documents, the provisions of the ITB shall govern. The ITB shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Bidder and Town are not applicable to this Contract or other resultant contracts

2.2 Definitions. The definitions in Section 1 of the General Conditions apply to all the Contract Documents, including this Agreement. Additional definitions or defined terms applicable to all the Contract Documents for this Project, if any, include the following:

NA

2.3 Project Specific Conditions. If there are any additional conditions that apply to this Project, they are set forth in the Special Provisions included in the ITB.

2.4 Project Plans And Specifications. A detailed list of the plans and specifications for this Project are include in the ITB.

ARTICLE 3 – DESIGN PHASE SERVICES

Contractor is not providing any Design Phase Services to the Town in relation to this Project.

ARTICLE 4 – CONSTRUCTION SERVICES

4.1 General.

4.1.1 Contractor agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Project Schedule.

4.1.2 Contractor shall provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some but not all of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

4.1.3 At all times relevant to this Contract and performance of the Work, the shall fully comply with all Laws, Regulations, or Legal Requirements applicable to Town, the Project and the Contract, including, without limitation, those set forth in the General Conditions.

4.1.4 Contractor shall perform the Work under this Contract using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, or otherwise, approved by Town pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

4.1.5 Contractor will comply with all terms and conditions of the General Conditions.

4.1.6 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.

4.1.7 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Town. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to Town. The rights in this Section are exclusive to Town in perpetuity.

4.2 Contractor's Pre-Contract and Pre-Work Deliverables.

4.2.1 The Contractor will provide the Deliverables in accordance with Section 4.2 of the General Conditions.

4.2.2 Any additional items which Contractor must deliver to Town prior to commencing the Work on this Project, if any, include the following: NA

4.3 Pre-Construction Conference. Contractor shall attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

4.4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers). Contractor shall perform the Work in accordance with Section 4.4 of the General Conditions.

4.5 Control Of The Project Site. Contractor shall control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

4.6 Project Safety. Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

4.7 Materials Quality, Substitutions and Shop Drawings. Contractor shall provide materials testing and submit substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.

4.8 Project Record Documents. Contractor shall maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

4.9 Warranty and Correction of Defective Work. Contractor shall provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

ARTICLE 5 – TOWN RESPONSIBILITIES

5.1 Town shall have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

5.2 Additional services to be provided or responsibilities assumed, by Town, if any, are listed below:
NA

5.3 Additional Information to be provided by Town, if any, is listed below: NA

ARTICLE 6 - CONTRACT TIME

6.1 Contract Time.

6.1.1 The Contract Time shall start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth Section 6.4 below. The Notice to Proceed cannot be issued until prior to the approval and acceptance by Town of the Bid.

6.1.2 The Contract Time shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Contract Time.

6.1.3 Time is of the essence of this Contract, for the Project, and for each phase and/or designated Milestone thereof.

6.1.4 Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Contract by Town.

6.2 Project Schedule. The Project Schedule as set forth in the ITB and/or an Exhibit to this Contract shall be updated and maintained throughout Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.

6.3 Substantial Completion. Substantial Completion shall be achieved not later than the Substantial Completion Date set forth in the Project Schedule, which is 120 days. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.

6.4 Final Completion and Final Acceptance.

6.4.1 Final Completion will be obtained within the time period set forth in the Project Schedule, which is: 150 days.

6.4.2 Final Completion will be determined and Final Acceptance will be issued pursuant to Section 6.4 of the General Conditions.

6.5 Liquidated Damages.

6.5.1 Substantial Completion Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Substantial Completion of the Work within the Contract Time, Town will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, Town and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the Substantial Completion Date required under the Contract until the actual date of Substantial Completion:

\$430.00 per day

6.5.2 Final Completion Liquidated Damages. For the same reasons set forth in Section 6.5.1 above, Town and Contractor further agree that if Contractor fails to achieve Final Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the actual date of Substantial Completion or the Final Completion Date as required under the Contract, whichever is later, until the actual date of Final Completion:

\$430.00 per day

6.5.3 MAG Liquidated Damages. If no liquidated damages are specified in Sections 6.5.1 and/or 6.5.2 above, then the liquidated damages provisions in MAG § 108.9 shall apply.

6.5.4 Town may deduct liquidated damages described in this Section 6.5 above from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable to Town at the demand of Town, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

6.6.3 Nothing herein shall be deemed to constitute a waiver of any other remedy available to Town in the event of Contractor's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to Town by Contractor.

ARTICLE 7 - CONTRACT PRICE

7.1 Contact Price.

7.1.1 In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, Town will pay Contractor the "Contract Price", which is \$ 199,081.62.

7.1.2 The Contract Price is all inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.

7.2 Costs. For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials, basis, the costs which may be reimbursed to Contractor and/or chargeable against the Contract Price shall be determined as set forth in Section 7.3 of the General Conditions.

ARTICLE 8 – PAYMENT

Payments shall be made to Contractor in accordance with Section 8 of the General Conditions.

ARTICLE 9 – CHANGES TO THE CONTRACT

Changes to the Contract may be made in strict accordance with Section 9 of the General Conditions.

ARTICLE 10 – SUSPENSION AND TERMINATION

This Contract may be suspended and/or terminated in accordance with Section 10 of the General Conditions.

ARTICLE 11 – INSURANCE AND BONDS

11.1 Contractor shall provide Insurance as provided in the Insurance Requirement included in the ITB, and in accordance with Section 11.1 of the General Conditions. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to Town prior to commencing any Work under this Contract.

11.2 Contractor shall provide performance and payment bonds to Town in accordance with Section 11.2 of the General Conditions and A.R.S. § 34-610(A).

11.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to Town, will be a material breach and grounds for termination for cause of this Contract.

ARTICLE 12 – INDEMNIFICATION

Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 13 - DISPUTE RESOLUTION

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Section 13 of the General Conditions.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

The miscellaneous provisions set forth in Section 14 of the General Conditions shall apply to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract through their duly authorized representatives and bind their respective entities as of the effective date.

TOWN OF FLORENCE:

CONTRACTOR:

By: _____

By: _____

ATTEST:

Its: _____

Town Clerk

REVIEWED AS TO FORM:

Town Attorney



GENERAL CONDITIONS OF CONTRACT

These terms will be the General Conditions for any Contract entered into as a result of the ITB and are incorporated therein and shall be fully binding upon the Bidder/Contractor

SECTION 1 — SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply, and are incorporated into all construction contracts entered into by the Town of Florence, unless otherwise specifically excluded in the executed Contract. Sections 2 through 14 of these General Conditions apply to all construction contracts, in whatever form, including without limitation, Fixed Price, Construction Manager at Risk (CM@Risk), Guaranteed Maximum Price (GMP) Cost-Based, and Job Order Contracts (JOC).

SECTION 2 — GENERAL DEFINITIONS

2.1. The Definitions in the Invitation to Bid (ITB), the Request for Proposals (RFP), Request for Qualifications (RFQ) and/or the JOC Solicitation (JOC) giving rise to the Contract shall apply to these General Conditions and the Contract for the Project.

2.2. Change Order – A written instrument issued after execution of the Contract Documents signed by Town and Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Contract Price, the extent of the adjustment to the Contract Time, or modifications of other contract terms. The Contract Price and the Contract Time may be changed only by Change Order.

2.3. Town (Owner or OWNER) – Town of Florence, Arizona a municipal corporation, with whom Contractor has entered into the Contract and for whom the Services and/or Work are to be provided pursuant to the Contract(s).

2.4. Contract – The written agreement executed between Town and Contractor, including all of the Contract Documents.

2.5. Contract Documents – The documents which together form the Contract between Town and Contractor, as identified in Article 2 of the Contract, or are otherwise incorporated into the Contract, including the Contract, the exhibits thereto, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, MAG Specifications and Town's amendments thereto, and any other documents so designated in the Contract.

2.6. Contract Price – The agreed-upon price to be paid to Contractor for full, timely, and acceptable completion of the Services or Work under the terms of the Contract.

2.7. Contract Time(s) – The number of days or the dates related to the applicable phase, Substantial Completion, and/or Final Completion as stated in Contract Documents. The Contract Time is set forth in the Contract, and is based upon the Project Schedule agreed to by Town in writing.

2.8. Contractor – The person or corporation with whom Town has entered into an agreement for construction related work or services in relation to the Project at issue. As used in these General Conditions, the

term Contractor includes CM@Risk and JOC under contract with Town to provide pre-construction and/or construction services.

2.9. Contractor Payment Request – The form that is accepted by Town and used by Contractor in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and/or Town.

2.10. Construction Documents – The plans, specifications, and drawings prepared and issued by the Design Professional and approved by Town for construction, meaning the documents are sealed by the Contractor (as required), acceptable for permitting and incorporated into the Contract by reference. All amendments and modifications to the Construction Documents must be approved in writing by Town prior to incorporation into the Contract.

2.11. Critical Path – Critical path is the sequence of project network activities which add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project shall not be changed without prior written approval of Town.

2.12. Day Calendar day(s) unless otherwise specifically stated in the Contract Documents.

2.13. Float – The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Contract Time. Unless otherwise expressly agreed in writing, all Float belongs to Town.

2.14. MAG Specifications – The latest revision of the latest edition (or the latest edition adopted by the Town) of the Uniform Standard Specifications for Public Works Construction published by MAG.

2.15. MAG Standard Details – The latest revision of the latest edition (or the latest edition adopted by the Town) of Uniform Standard Details as published by MAG.

2.16. Notice to Proceed (NTP) – A written notice given by Town to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under the Contract. The Notice to Proceed shall not be issued until the Contract Price is approved and accepted by Town.

2.17. Project – The Project specified in the Contract (including a Job Order).

2.18. Project Manager – The Project Manager designated in Article 1 of the Contract, or any successor thereto designated by Town. The Project Manager has the authority to act on behalf of Town, as delineated and limited by the Contract Documents and applicable law. Town shall communicate with Contractor through the Project Manager. However, the Project Manager has no authority to bind Town or Town Council in contravention of any Town code, State or Federal statute or regulation, or these General Conditions.

2.19. Project Schedule – The schedule for the completion of the Project agreed to and/or required by Town and incorporated into the Contract.

2.20. Project Specific Conditions – Additional conditions which apply to the specific Project and/or Scope of Work which are set forth in the ITB.

2.21. Proposal – A Proposal submitted to the Town by a Contractor in response to an Invitation to Bid (ITB), Request for Qualifications (RFQ), an Request for Proposals (RFP) or other solicitation or request by the Town. Proposals may be Fixed Price, Guaranteed Maximum Price (GMP), Unit Price, or other form as required or requested by the Town.

2.22. Requests for Information (RFIs) – Formal written request from Contractor to Town and/or Contractor for the Project seeking clarification or additional information needed for Contractor to properly complete the Work and/or Services under the Contract. Town may require RFI's to be submitted on a specific form or in a specified format.

2.23. Schedule of Values (SOV) – The specified document prepared by Contractor, and approved and accepted by Town, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price.

2.24. Scope of Work – The scope of work agreed to and/or required by Town and incorporated into the Contract as set forth in the ITB and/or an Exhibit to the Contract.

2.25. Subconsultant – A person, firm or corporation having a Contract with Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

2.26. Subcontractor – An individual or firm having a direct Contract with Contractor or any other individual or firm having a Contract with the aforesaid contractors at any tier, who undertakes to perform a part of the pre-construction services or construction phase Work at the site for which Contractor is responsible. Subcontractors shall be selected through the Subcontractor selection process described in the Contract Documents, if any.

2.27. Total Float – Number of Days by which the pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Contract Time or schedule milestone in the Project Schedule.

2.28. Work – The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

SECTION 3 — STANDARD SPECIFICATIONS AND DETAILS

3.1 Town operates under the latest revision of the MAG Specifications as amended by Town.

3.2 Town also operates under the MAG Standard Details, as amended by Town.

3.3 Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix, Arizona. They may also be downloaded at their Web site: <http://www.mag.maricopa.gov/under> "Publications."

3.4 The MAG Specifications and Standard Details and Town's amendments thereto are incorporated into the Contract.

SECTION 4 — CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 General

4.1.1 Contractor shall construct the Work in accordance with the Contract Documents and as outlined in the Contract Documents to the satisfaction of Town, exercising the degree of professional care, skill, diligence, quality and judgment that a professional Contractor engaged, experienced and specializing in the construction of construction and/or facilities of similar scope, function, size, quality, complexity and detail in urban areas throughout the United States comparable to the Town would exercise at such time, under similar conditions. Contractor shall, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 Contractor shall comply with, and require all Subcontractors to comply with, the Arizona Contractors' license laws, including all requirements with respect to being duly registered and licensed.

4.1.3 Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor warrants to Town that

Contractor and all its subcontractors are in compliance and will comply with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Contractor acknowledges that a breach of this warranty by Contractor or any of its subcontractors is a material breach of this Agreement subject to penalties up to and including termination of the Contract or any subcontract. The Town retains the legal right to inspect the papers of any employee of or any subcontractor who works on this Contract to ensure compliance with this warranty, and may conduct random verification of the employment records of Contractor and any of its subcontractors to ensure compliance with this warranty. Town will not consider Contractor or any of its subcontractors in material breach of the foregoing warranty if Contractor and its subcontractors establish that they have 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 Arizona Revised Statutes § 23-214(A). The provisions of this Section must be included in any agreement Contractor enters into with its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. Breach of this warranty shall constitute a material breach of the contract and shall subject the Contractor to penalties including termination of the Agreement at the sole discretion of the Town.

4.5.4 Contractor further understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Contractor understands and Acknowledges that it must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees," and A.R.S. §§ 1-501 and 502.

4.2 Contractor's Pre-Contract and Pre-Work Deliverables

4.2.1 Before beginning any Work under the Contract, Contractor shall execute the Contract and deliver to Town the items listed in Sections 4.2.3 and 4.2.4 below, and the Contract must be executed by Town. Failure to do so will be a material breach of the Contract entitling Town to terminate the Contract for Cause.

4.2.2 When Contractor delivers the executed Contract to Town, Contractor shall also deliver to Town such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by Town) required under Section 11 of these General Conditions, and as the Contract requires.

4.2.3 Government Approvals and Permits. Contractor shall obtain all necessary permits for the Work and pay all applicable fees, unless otherwise noted on the plans and in the specifications. Contractor is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices. Copies of all permits and the associated notices must be provided to Town prior to starting the permitted activity.

4.3 Pre-Construction Conference

4.3.1 Prior to the commencement of any Work, Town may schedule a Pre-Construction Conference.

4.3.2 Prior to the Pre-construction Conference, Contractor shall provide the Project Team with a Schedule of Values in a form specified by Town reflecting the subcontracts and other categories that will be used to submit Pay Applications for the Work. The total amount of the Schedule of Values shall not be greater than the Contract Price and shall identify Contractor's Contingency, if applicable. The Schedule of Values shall be reviewed at the Pre-Construction Conference and revised in response to comments and questions from Town. Once accepted by Town in writing, the Schedule of Values for the Project will not be changed without the prior written approval of Town.

4.4 Performance of the Work (including Field Measurements, Subcontractors, and Suppliers)

4.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of Town or a separate Contractor, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete the Work consistent with the Contract Documents.

4.4.2 Contractor's Superintendent shall be present at the Site at all times that material Work under this Contract is taking place. Contractor's Superintendent or designee shall be present at the Site at all times any other Work under this Contract is taking place. All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

4.4.3 Before ordering materials or doing work, Contractor and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the Contract Documents, including the drawings.

4.4.4 If Contractor observes error, discrepancies or omissions in the Contract Documents, it shall promptly notify the Contractor and Town and request clarification. Contractor shall be liable to Town for damages resulting from error, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions in the Contract Documents. If Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission or difference and fails to report it to Town, and if Contractor proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, it does so at its own risk.

4.4.5 In all cases of interconnection of its Work with existing or other work, Contractor shall verify at the Site all dimensions relating to such existing or other work. Any errors due to Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by Contractor without any increase in the Contract Price. Any design errors or omissions noted by Contractor during this review shall be reported promptly to Town.

4.4.6 Contractor shall be responsible for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Town and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

4.4.7 Contractor will not substitute or change any Subcontractor or Supplier without the prior written approval of Town. Any substitute or replacement Subcontractor or Supplier shall be required to meet the same qualifications and selection criteria and process as the original Subcontractor or Supplier. If a Subcontract/Supplier selection plan has been approved by Town, Contractor will follow that plan unless otherwise approved by Town in writing.

4.4.8 Contractor shall not change or replace any members of its Project team, including Contractor's Representative, Project Manager, or Superintendent, without an explanation for the change being given to Town, and receiving prior written approval of the change from Town, which approval will not be unreasonably withheld.

4.4.9 Subcontractors whose scope of work has a value greater than 15% of the total Contract Price may be required to furnish performance and payment bonds to Contractor if directed in writing by Town.

4.5 Control of the Project Site

4.5.1 Throughout all phases of construction, including suspension of Work, Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its

construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Town to occupy the Project or a portion of the Project for its intended use

4.5.2 Contractor shall take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of Town and in accordance with the requirements of the Pinal County Bureau of Air Pollution Control Rules and Regulations.

4.5.3 Contractor shall be responsible to Town for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under a Contract with Contractor, or claiming by, through or under Contractor, for all damages, losses, costs and expenses resulting from such acts or omissions.

4.6 Project Safety

4.6.1 Contractor is responsible for safety of the job site for employees of Contractor as well as for members of the general public and others who may drive or walk through or be at the site.

4.6.2 Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.3 Contractor shall provide a "competent person" as required by O.S.H.A regulations. The "competent person" shall be identified at the Pre-Construction Conference with Town advised in writing of any changes.

4.6.4 Contractor and Subcontractors shall comply with all legal and regulatory requirements relating to safety, as well as any Town specific safety requirements set forth in the Contract Documents, provided that such Town-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.5 As between Town and Contractor, Contractor is responsible to Town for any and all the safety issues relating to the Work on the Project. Contractor shall administer and manage the safety program. This will include, but not necessarily be limited to review of the safety programs of each Subcontractor. Contractor shall monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards.

4.6.6 Contractor shall maintain and have sole responsibility for safety on the job site.

4.7 Materials Quality, Substitutions and Shop Drawings

4.7.1 Quality Control and Quality Assurance Testing. All construction materials to be used or incorporated in the Project are subject to inspection, Quality Control & Quality Assurance Testing, and approval or rejection by Town. Any material rejected by Town shall be removed immediately and replaced in an acceptable manner to Town at no additional cost to Town. When QC/QA tests indicate noncompliance with the Contract Documents, retesting shall be performed by the same testing laboratory that performed the tests that indicated noncompliance.

4.7.2 Shop Drawings

4.7.2.1 Contractor shall prepare and submit Shop Drawings which show details of all work to insure proper installation of the Work using those materials and equipment specified under the Approved Plans and Specifications.

4.7.2.2 A schedule of Shop Drawing submissions shall be submitted with the Project Schedule for Town approval that avoids bulk submissions to the extent reasonably possible. Unless otherwise noted, Shop Drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications. The schedule of Shop Drawing submissions shall include all of the items for which Shop Drawings are required by the Contract Documents, including the Specifications.

4.7.2.3 Shop Drawings shall be numbered consecutively for each specification section and shall accurately and distinctly present the following:

- (a) All working and erection dimensions.
- (b) Arrangements and sectional views.
- (c) Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.
- (d) Kinds of materials and finishes.
- (e) Parts list and description thereof.

4.7.2.4 Contractor shall schedule, prepare and submit all shop drawings in accordance with a time-table that will allow its suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project site in a timely manner so as to not delay the complete performance of the work.

4.7.2.5 The review of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Contract. No construction called for by Shop Drawings shall be initiated until such drawings have been reviewed and approved by Town.

4.7.3 Long Lead Time Items. Contractor shall submit Shop Drawings, as required by the Engineer, on all long lead items to be furnished and installed as part of the project within ten (10) days after execution of the Contract. In addition, Contractor shall order all long lead items to be furnished and installed as part of this Project within (3) days after receiving approved Shop Drawings. For all long lead times for which shop drawings are not required, Contractor shall order said long lead items within fifteen (15) days after execution of the Contract. Within two (2) days after ordering long lead items, Contractor shall supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.8 Project Record Documents

4.8.1 During the construction period, Contractor shall maintain at the jobsite a full-size set of prints of the Construction Document Drawings and Shop Drawings for Project Record Document purposes.

4.8.2 Contractor shall mark these drawings to indicate the actual installation where the installation varies from the original Construction Documents. Contractor shall give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- (a) Dimensional changes to the Drawings.
- (b) Revisions to details shown on Drawings.
- (c) Locations and depths of underground utilities.
- (d) Revisions to routing of piping and conduits.
- (e) Actual equipment locations.
- (f) Changes made by Change Order or Addendum.
- (g) Details not on original Contract Drawings.

4.8.6 Contractor shall submit Project Record Drawing sets and Shop Drawings to Town or its representative for review and comment.

4.8.7 Upon receipt of the reviewed Project Record Drawings from Town, Contractor shall correct any deficiencies and/or omissions to the drawings and submit the final original of the Project Record Drawings to Town prior to Final Acceptance and as a condition of Final Acceptance.

4.8.8 Project Manager will review the Project Record Drawings monthly prior to the date established for the Payment Request and shall be the sole judge of acceptance of these drawings.

4.9 Warranty and Correction of Defective Work

4.9.1 Contractor warrants to Town that the construction of the Work shall be of good and workmanlike quality and completed in strict conformance with all applicable laws, rules and regulations and the plans and specifications and all other terms and conditions of the Contract Documents, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

4.9.2 The date of Substantial Completion shall be the beginning of the Warranty period, irrespective of early completion by some Subcontractors of their work. Contractor shall furnish extended warranties for facilities placed in service before Substantial Completion and that expire no earlier than one year beyond Substantial Completion, except as otherwise required in the Contract Documents.

4.9.3 Contractor's warranty obligation shall be in accordance with MAG Specifications.

4.9.4 In addition, unless otherwise specified in the Contract Documents, Contractor and Subcontractors shall provide to Town all of the following written warranties that apply to the Work, in a form acceptable to Town.

- (a) General Warranty — Two (2) years.
- (b) Mechanical Contractor — Two (2) years.
- (c) Plumbing Contractor — Two (2) years.
- (d) Electrical Contractor — Two (2) years.
- (e) Roofing Contractor — Two (2) years.
- (f) Roofing Manufacturer — Ten (10) years.
- (g) Caulking — One (1) year.
- (h) Steel Joists, Certificate of Manufacture.
- (i) Exterior Metal Wall System — Five (5) years.
- (j) Painting — One (1) year.
- (k) Termite — Five (5) years.
- (l) Sheet Metal: Zinc coating thickness on hot-dipped galvanized.
- (m) Metals- One (1) year.
- (n) Acoustical Tile — Five (5) years.
- (o) Resilient Floor Covering — One (1) year.

4.9.5 Nothing in the warranties contained in the Contract Documents are intended to limit any manufacturer's warranty which provides Town with greater warranty rights than set forth in this Section or the Contract Documents. Contractor will provide Town with all manufacturers' warranties prior to Final Acceptance.

4.9.6 A progress payment, or partial or entire use or occupancy of the Project by Town, shall not constitute acceptance of Work not in accordance with the Contract Documents.

4.9.9 Without limiting the foregoing or anything in these General Conditions or the Contract to the contrary, Contractor shall obtain and provide to Town all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. Town and the user of the facility shall have the right to the full value and benefit of all such warranties. Contractor will ensure all such warranties are fully transferrable to facilitate the full value of this Section 4.9.9.

SECTION 5 — TOWN'S RESPONSIBILITIES

5.1 Town Project Manager. Project Manager is responsible for providing Town-supplied information and approvals in a timely manner to assist Contractor to fulfill its obligations under the Contract Documents.

5.2 Contractor Services. Town may contract separately with one or more Contractors to provide construction administration of the Project. The Contractor's Contract, as well as other firms hired by Town shall be furnished to Contractor. Contractor shall not have the right to limit or restrict or reject any Contract modifications that are mutually acceptable to Town and Contractor.

SECTION 6 — CONTRACT TIME

6.1 Contract Time.

6.1.1 The Contract Time shall start with the Notice to Proceed ("NTP") and end with Final Acceptance, as set forth in Section 6.4 below.

6.1.2 The Notice to proceed shall be issued in accordance with MAG Specifications § 108.

6.1.3 The Contract Time shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Contract Time.

6.1.4 Time is of the essence of this Contract, for the Project, for the Work, and for each phase and/or designated Milestone thereof.

6.2 Project Schedule.

6.2.1 The Project Schedule shall be updated and maintained throughout the Contract Time.

6.2.2 The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time, as adjusted in accordance with the Contract Documents. No modification to the Contract Documents or the Contract Time shall be effective unless approved in advance by Town.

6.2.3 An updated Project Schedule shall be submitted monthly to Town as part of the Payment Request.

6.2.4 Contractor shall provide Town with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work in the Contract Time.

6.2.5 Acceptance of a submitted schedule by Town should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by Contractor. The responsibility for completing the Work on the Project within the Contract Time remains the obligation of Contractor. Town's review shall not relieve Contractor from compliance with the requirements of the Contract Documents or be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the work.

6.2.6 Critical Path Method (CPM)

6.2.6.1 Unless otherwise specified in the Contract, the Project Schedule shall include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

6.2.6.2 The CPM diagram schedule shall be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

6.2.7 Float Time

6.2.7.1 The total Float Time within the overall schedule is for the exclusive use of Town, but Town may approve Contractor's use of Float as needed to meet contract Milestones and the Project completion date.

6.2.7.2 Contractor shall not be allowed to sequence, hide, or reallocate Float Time through such strategies, as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract Time.

6.2.7.3 Rain-Related Delays. Contractor is required, in preparing the Project Schedule to take into account all relevant weather conditions, including normal rainfall and distribution. No additional Compensation shall be given for any rain-related delays or impacts on the Work or the Project Schedule. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on Contractor.

6.3 Substantial Completion.

6.3.1 When Contractor considers that the Work, phase or a portion thereof, which Town agrees to accept separately, is substantially complete, Contractor, in conjunction with the Inspector, shall prepare and submit to the Project Manager a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment

6.3.2 Upon receipt Contractor's Punch List, Project Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection by the Project Manager discloses any item, whether or not included on Contractor's Punch List, which is not sufficiently completed in accordance with the Contract Documents so that Town can occupy or utilize the Work, phase or designated portion thereof for its intended use, Contractor shall, before issuance of the Certificate of Substantial Completion, compete or correct such item upon notification by Project Manager.

6.3.3 Certificate of Substantial Completion. The Project Manager shall not issue a Certificate of Substantial Completion unless and until the Work (or separable units or Phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents, such that the Project is ready for use by Town for its intended purpose, opening to the general public, full occupancy or use by Town (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and/or all areas serving the general public, as applicable, shall be ready for full operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air condition, vertical transportation and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and/or other work as applicable, has been performed to a similar state of essential and satisfactory completion. In no event shall Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy

has been issued by the appropriate Governmental Authorities (as applicable) and (ii) all terms and Work required under this Agreement have been fulfilled by Contractor and same shall have also been approved and accepted by Town, subject only to the Punch List Items.

6.4 Final Acceptance and Final Completion.

6.4.1 Unless otherwise expressly agreed to in writing by Town, Final Completion must be obtained by no later than 30 calendar days after the date of Substantial Completion. Failure to timely obtain Final Completion will be a material breach of the Contract.

6.4.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, Town and Contractor will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial acceptance. Final Acceptance shall not be issued and Final Completion shall not occur until all items of work, including Punch List Items, have been completed to Town's satisfaction as reflected in the written Final Acceptance.

6.4.3 Final Payment under Section 8.4 below shall not be due, owing, or paid by Town until Final Completion is obtained.

SECTION 7 — CONTRACT PRICE

7.1 Fixed Price Contracts. The Contract Price for all Fixed Price Contracts shall be the amount set forth in the Contract.

7.2 Town Sales Tax. Contractor is required to pay Town Sales Tax on any contracting activity done for the Town, and this cost shall be included in all Contract Prices.

SECTION 8 — PAYMENT

8.1 Payment For Construction Services.

8.1.1 Subject to the terms of the Contract Documents, including this Section 8, payment for the Work will be made in accordance with MAG Specifications § 109 as amended below.

8.1.2 In MAG Specifications § 109.7 (A), replace the first paragraph of the subsection with the following:

Town will make monthly progress payments during the course of the contract. The payments (estimates of work completed) will be prepared by Contractor on form provided by Town, and approved by Project Manager. The monthly payment cycle will start with the date of the Notice to Proceed. Town may process payments more frequently if requested by Contractor and agreed to in writing by Town.

8.1.3 Payments shall be made pursuant to A.R.S. § 34-221 and/or § 34-609, as applicable.

8.1.4 When construction of the Project is fifty percent (50%) completed, Contractor may request payment of one-half of the retention pursuant to A.R.S. § 34-221(C)(3) and/or §34-609(B)(3), subject to all of Town's rights to withhold or offset payments, and/or other rights of Town, under the Contract.

8.1.5 Town reserves the right under A.R.S. § 34-221(C)(3) and/or § 34-609(B)(3) to reinstate the ten percent (10%) retention if Town determines that satisfactory progress is not being made.

8.2 Final Payment. Subject to all of Town's rights to withhold or offset payment, and other rights under the Contract, Final Payment including remaining retainage shall be paid only after: (i) the Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by Town; (ii) necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings (including the Building Information Model, if required by the Contract Documents), plans and specifications have been delivered to Town; (iii) full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Contractor; (iv) all conditions and requirements imposed by Town or any financing entity for the corresponding disbursement have been met; and (v) Contractor delivers to Town a Contractor Payment Request Form requesting Final Payment.

8.3 Town's Right to Withhold Payment. Town may withhold payment to such extent as may be necessary in Town's opinion to protect Town from loss for which Contractor is responsible, including, without limitation:

- i. Defective Work not remedied;
- ii. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Town is provided by Contractor;
- iii. Failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- iv. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- v. Damage to the Town or another Contractor;
- vi. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- vii. Persistent failure to carry out the Work in accordance with the Contract Documents.

8.4 Joint/Direct Checks. Payments to Contractor may be made by checks payable jointly to Contractor and its employees, agents, subcontractors and suppliers, or any of them, and when in the sole opinion of the Town it is advisable, payments may be made directly to Contractor's subcontractors and any amount so paid shall be deducted from the amounts owed to Contractor under this Contract.

8.5 Payment Not A Waiver. No payment (nor use or occupancy of the Project by the Town) shall be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of Town.

8.4 Liens and Bond Claims. Contractor shall make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and shall promptly furnish evidence of such payments as Town may require. Contractor shall pay when due all claims arising out of performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of Town, or against payments due from Town to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of Town, against payment due from Town to Contractor, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, Contractor agrees to defend, indemnify, and hold harmless Town from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed.

8.5 Financial Record Keeping and Town's Audit Right.

8.5.1 Records for all Contracts between Town and Contractor shall, upon reasonable notice, be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. Town or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after Final Payment or longer if required by law.

8.5.2 Town, its authorized representative, and/or the appropriate agency, reserve the right to audit Contractor's records in compliance with local, state or federal policies, statutes or at Town's discretion, within three (3) years of Final Acceptance of the Work.

SECTION 9 — CHANGES TO THE CONTRACT

9.1 Extra Work/Changes in the Work.

9.1.1 Town reserves the right to make such changes in the plans and specifications for the Work, as it may deem appropriate and any such change as set forth in a written Change Order or Extra Work Order shall be deemed a part of this Contract as if originally incorporated herein.

9.1.2 Contractor shall not be entitled to payment for additional work unless a written Change Order or Extra Work Order, in form and content prescribed by Town, has been executed by Town prior to starting the additional work.

9.1.3 Any agreement which modifies the terms of the Contract (including Change Orders) shall be approved in writing by the Project Manager. Once properly executed by both parties, these modifications to the Contract shall have the same effect as if they had been included in the original Contract.

9.2 Accuracy of Change Order Pricing Information. Signature by the contracting parties shall constitute full accord and satisfaction between Town and Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact or acceleration damages, which may be occasioned by a Change Order of other modification of the Contract agreed to in writing.

SECTION 10 — SUSPENSION AND TERMINATION

10.1 Suspension. Town may suspend the Contract and/or Contractor's performance in accordance with MAG Specifications § 105.1.

10.2 Termination by the Town for Cause.

10.2.1 MAG Specifications § 108.11 applies to the Contract.

10.2.2 Town may also terminate the Contract if Town determines, in its sole discretion, that Contractor has:

- (a) Refused or failed to supply enough properly skilled workers or proper materials;
- (b) Failed to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;
- (c) Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- (d) Otherwise breached a provision of the Contract Documents or any other contract between Town and Contractor.

10.2.3 When any of the above reasons exist, Town may terminate the Contract, without prejudice to any other rights or remedies of Town, after giving Contractor and Contractors' surety, if any, seven (7) days' prior written notice of Town's intent to terminate the Contract and Contractor's failure to cure any such reasons. Upon such termination, Town may: (1) take possession of the Site and of all materials thereon owned by Contractor; and/or (2) finish the Work by whatever reasonable method Town may deem expedient. When Town terminates the Contract for one of the reasons state above, Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Price, excluding any remaining Contingency existing at the time of such termination exceeds the costs and expenses of finishing the Work and any other damages incurred by Town, such excess shall be paid to Contractor. If such costs, expenses and damages exceed such unpaid balance, Contractor shall pay the difference to Town. This obligation for payment shall survive termination of the Contract.

10.3 Termination by Town for Convenience. Town may also terminate the Contract at any time for its convenience upon seven (7) days written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of Contractor, Town shall pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments shall be due from Town to Contractor.

10.4 A.R.S. § 38-511. The Contract is subject to, and may be terminated by Town in accordance with, the provisions of A.R.S. § 38-511.

10.5 Non-Appropriation. Town is a government agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If Town determines that it does not have funds to meet its obligations under the Contract, Town shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for the Project.

10.6 Under no circumstances shall Town have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed, or for any future or anticipated profits, recovery, damages, expenses, or losses.

SECTION 11 — INSURANCE AND BONDS

11.1 Insurance Requirements.

11.1.1 Contractor shall obtain, maintain, and provide verification of insurance coverage set forth in the Town's Insurance Requirements, as modified by any applicable Special Provisions, of the Contract.

11.1.2 Town may, in the Contract Documents, designate additional insured(s) along with Town (and their respective employees, members, representatives, agents and affiliates) on all required insurance policies, and all coverage applicable to Town under this Section 11.1 and the Insurance Requirements in the Town's Insurance Requirements shall apply to such designated additional insured(s) as well.

11.2.3 Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of this Contract.

11.1.4 Subcontractors. Contractor's certificate(s) shall include all Subcontractors as additional insureds under its policies or Contractor shall furnish to Town separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements set forth in the Contract Documents, including the Town Insurance Requirements.

11.2 Bonds and Other Performance Security.

11.2.1 Prior to execution of the Contract, Contractor shall provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

11.2.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds.

11.2.3 The bonds shall be made payable and be acceptable to Town. The bond forms for the performance and payment bonds shall be in the forms required under A.R.S. § 34-221, *et seq.*

11.2.4 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of A- or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)' published by the A.M. Best Company.

11.2.5 Personal or individual bonds are not acceptable.

SECTION 12 - INDEMNIFICATION

12.1 To the fullest extent permitted by law, Contractor, its successors and assigns shall defend, indemnify and hold harmless the Town and its agents, representatives, officers, directors, officials and employees from all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work or failure to comply with Contractor's obligations under the Contract Documents or any laws, regulations, or legal requirements. Contractor's duty to defend, indemnify and hold harmless Town and its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused by any act or omission of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

12.2 Contractor shall also defend, indemnify and hold harmless Town, the Contractor, any jurisdiction or agency issuing permits for any work involved in the project and their consultants and each of their directors, officers, employees and agents from and against all losses, expenses, damages (including damages to the work itself), attorney's fees and other costs including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of the Work and all of Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

12.3 The indemnified party shall have the right to approve the legal counsel selected by Contractor or the insurer of the liability, which approval shall not be unreasonably withheld.

12.4 The defense, indemnification, hold harmless provisions and Town's Liability Insurance set forth herein shall survive any termination of the Contract.

SECTION 13 — DISPUTE RESOLUTION

13.1 Informal Dispute Resolution. The parties to the Contract agree that time is of the essence in relation to performance of the Contract and completion of the Project, therefore any and all disputes in relation to the Contract will initially be referred to the Project Manager, the Design Professional Representative and/or the Contractor Representative as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

13.2 Dispute Resolution Representative (DRR) Process.

13.2.1 The Parties under the Contract agree that all claims and disputes in relation to the Project which are not resolved in the ordinary course of the Project (Claim or Claims) shall, as a prerequisite to any

mediation, or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").

13.2.2 The DRR Process shall be initiated through service of a DRR Notice as set forth below:

(a) for claims by the Contractor or the Design Professional, the DRR Process shall be initiated by the party asserting the claim serving written notice on the Town setting forth in detail: (i) the basis for the claim; (ii) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project; (iii) the specific relief requested, the amount thereof, and how such was calculated; (iii) the parties involved in the Claim, and how they are involved; (iv) the specific contract provisions in the Contract Documents (including, if applicable, drawings and specifications) which apply; and (v) efforts made to date to resolve the Claim.

(b) For claims by the Town, the DRR process will be initiated by the Town providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Contract Documents that apply, and the relief requested.

(c) The DRR Notice shall be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.

13.2.3 The other parties shall respond in writing to the DRR Notice (DRR Response) within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response shall be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.

13.2.4 The designated Dispute Resolution Representatives for the Parties to the claim shall then meet as soon as possible and in any event within twenty (20) calendar days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

13.2.5 At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

13.2.6 The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

13.2.7 Unless otherwise designated in a written notice to the other parties, the Project Manager and the representatives of the Contractor and of the Design Professional shall act as the parties' designated Dispute Resolution Representatives.

13.2.8 If a resolution of the Claim is reached, that resolution shall be set forth in writing and shall be signed by the Parties' designated Dispute Resolution Representative. If the resolution involves a change in any Contract Documents, the Contract Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties shall execute an appropriate written Change Order or Amendment pursuant to the terms of the Contract Documents.

13.3 Mediation.

13.3.1 Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under B (4) above, or after the DRR is terminated pursuant to ¶ B (5) above, whichever is earlier, shall be submitted to mediation as a condition precedent to litigation by either party.

13.3.2 The mediation shall be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar days of the written demand, either party may make a request to the Civil Presiding Judge of the Pinal County Superior Court to appoint a mediator.

The mediation shall occur within forth (40) calendar days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.

13.3.3 The qualifications for the mediator shall be that they be: (a) an experienced mediator, arbitrator or litigator of construction disputes; and (b) having engaged a significant portion of their time involving and/or resolving construction disputes for at least the past five (5) years.

13.3.4 Each party shall provide to the other party and the mediator all of the information and documentation required under B(1) and (2) above, together with any additional information and documentation which the party believes relevant. In addition, the parties shall exchange, and provide to the mediator such additional memoranda, information and/or documentation, as the mediator may request, and in the form and at such times, as the mediator may direct.

13.3.5 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Mesa, Arizona, unless another location is mutually agreed upon. Agreements reached in mediation shall be specifically enforceable in any court having jurisdiction thereof.

13.4 Arbitration.

13.4.1 If the mediation is unsuccessful, the parties shall submit the dispute and/or claim to be resolved through binding arbitration conducted according to the then current Construction Industry Arbitration Rules of the AAA, but not administrated or conducted by the AAA, which arbitration shall be held in Pinal County, Arizona, utilizing a single arbitrator selected by the parties, unless the parties agree, in writing, to an alternative arbitration procedure.

13.4.2 If: (a) the parties cannot agree on a single arbitrator within two (2) weeks of the demand for arbitration; or (b) the parties at any time prior to the arbitrator being appointed and the arbitrator has accepted the appointment, cannot agree upon any significant aspect of the arbitration, not already addressed herein, either party may submit the Claim directly to the AAA to select the Arbitrator, and thereafter the arbitration shall be administered by the AAA.

13.4.3 The arbitrator shall be an attorney with at least fifteen (15) years of experience in construction related practice, and whose practice, for at least the last five (5) years, consists of at least 50% construction law.

13.4.4 At the request of either party, the arbitration may include as parties, through joinder, consolidation or otherwise, additional persons or entities involved in the Project, involving claims and/or disputes with common issues and/or facts. The arbitrator shall promptly rule upon any request for joinder or consolidation.

13.4.5 In relation to claims in which the amount in controversy is less than \$250,000, no discovery other than exchange of documents, designation of witnesses and detailed disclosure of claims and defenses (including specifically a detailed basis for calculating all claims), and no more than 3 depositions and 1 expert per side, shall be allowed, subject to disclosure of such other information as approved by the arbitrator. Otherwise, discovery shall be allowed and/or limited as decided by the arbitrator.

13.4.6 The prevailing party in any arbitration or court proceeding under this Agreement shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred.

13.4.7 A demand for arbitration shall be made within the time limits specified in the Contract Documents as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

13.4.8 The Parties agree to participate as a party, by joinder and/or consolidation, in any arbitration, litigation, or other dispute resolution involving as an issue, claim, or defense, any action, inaction, or

service provided under this Contract or in relation to the Project or the Work, or any defect or deficiency in the Work.

13.4.9 The party filing a notice of demand for arbitration, or a counterclaim, must assert in the demand or counterclaim all Claims then known to that party on which arbitration is permitted to be demanded.

13.4.10 Any award by the arbitrator shall not include any consequential or punitive damages.

13.4.11 The award entered by the arbitrator shall be a reasoned award.

13.4.12 The award entered by the arbitrator shall be final and judgment may be entered thereon in the Arizona Superior Court.

SECTION 14 — MISCELLANEOUS PROVISIONS

14.1 Assignment. Neither Contractor nor Town shall, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Contract.

14.2 Governing Law and Venue. In the performance of the Contract, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona, Pinal County, and the Town, including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal, state, county or local laws applicable to the Contract. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this Contract shall be proper in the Superior Court of Pinal County, Arizona and both parties consent to jurisdiction and venue in such court for such purposes.

14.3 Survival. All warranties, representations and indemnifications by Contractor shall survive the completion or termination of this Agreement.

14.4 No Waiver. The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

14.5 Project Communications.

14.5.1 All communications concerning the performance of the Work or the Project shall be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Contract.

14.5.2 Project communications may be exchanged by e-mail upon the written agreement of the Project Manager and Contractor Representative, but e-mail communications are not binding upon Town and cannot change the terms of the Contract or the scope of work, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

TOWN REVISIONS TO MAG SPECIFICATIONS

1. **Adoption of the MAG Specifications:** The Uniform Specifications for Public Works Construction issued by the Maricopa Association of Governments (“MAG Specifications”) have been adopted by the Town and shall apply to the Work, to the extent applicable. In addition, to the extent the Town has adopted its own Town Specifications, and/or Supplements and/or Modifications to the MAG Specifications (collectively the “Town Specifications”), those Town Specifications shall apply to the Work when and where appropriate and Contractor shall fully comply therewith. Any questions or concerns the applicability of any specific MAG or Town Specification to the Work shall be directed in writing to the Project Manager.
2. **ITB, Contract, General Provisions, Special Provisions, and/or Specifications for the Project:** To the extent there is any conflict between: (i) the ITB, the Contract, the General Provisions to the Contract, the Special Provisions, and/or the Specifications for the Project; and (ii) the MAG Specifications as amended by the Town, the specific provision applicable to the Project set forth in the Contract Documents enumerated in (i) prevail.
3. **Specific Revisions to MAG Specifications:** The following special provisions modify the sections of the MAG Specifications.

Section 102.3 INTERPRETATION OF QUANTITIES IN PROPOSAL

Add the following at the end of the section:

Notwithstanding any other provision in the Contract Documents, Contractor shall not be entitled to increase the unit prices on any basis, including increases, decreases or reallocation of any quantities, no matter what the quantum of the increase, decrease or reallocation may be.

Section 102.12 DISQUALIFICATION OF BIDDERS

Add a new paragraph (C), to read as follows:

(C) Submission of any unit prices in the bid proposal which are unbalanced, either above or below the amount of a reasonable bid price as determined by the Town Engineer, to the potential detriment of Town.

Section 104.2 ALTERATION OF WORK

Delete the second paragraph in Section 104.2.1 in total, and replace with the following:

No payment will be made for any changes in the Work, whether initiated by the Town, the Engineer, or Contractor, unless and until a written change order has been fully executed and approved by the Town.

Delete Section 104.2.2 in its entirety.

In Section 104.2.3, delete the following from the first paragraph in Section 104.2.3:

“and payment will be made in accordance with the provisions set forth in Section 109.”

Section 105.4 COORDINATION OF PLANS AND SPECIFICATIONS

Add the following:

For any apparent error or omission in the plans and specifications, such corrections by the Town Engineer may include adjustments in units, quantities and unit prices.

Section 108.1 NOTICE TO PROCEED

Add the following subsection:

(C) Work shall not start until the contract has been executed by both the Contractor and the Town. The Contractor shall begin work as soon as practical after the starting date specified in the Notice to Proceed. All work under the contract shall be completed within the number of calendar days stated in the proposal, plus extensions, beginning the day following the starting date specified in the Notice to Proceed.

Section 108.11 TERMINATION OF CONTRACT

Add the following at the end of the first paragraph:

The Town may also terminate the Contract for its convenience without cause. Contractor shall only be entitled to payment for the actual costs of Work actually completed as of the date of termination, and no payment shall be due or made for any anticipated costs, profits, overhead or other costs not actually incurred, and no payment shall be paid for idle time or labor cost, legal or accounting charges, claim preparation charges, subcontractor costs, lost profits, general conditions or overhead, bidding and/or project investigation costs, acceleration or efficiency claims, or any other additional expense or claim related to the termination.

Section 109.4 COMPENSATION FOR ALTERATION OF WORK

Before Section 109.4.1, add the following:

Any deduction or increase in the Contract Price must be supported by a signed, written change order fully executed by the Town, and supported by such backup as the Engineer, Project Manager, and the Town may require. No adjustments in any unit prices will be allowed.

Delete Sections 109.4.1(A) and (B) and 109.4.2(A) in their entirety.

Section 109.9 DOLLAR AMOUNT OF MAJOR ITEM

Delete in its entirety.

Section 110 NOTIFICATION OF CHANGED CONDITIONS AND DISPUTE RESOLUTION

Delete the entire section and replace with the following:

All claims and disputes shall be resolved pursuant to § 13 of the General Conditions.

INSURANCE REQUIREMENTS

1. **Contractor's Obligation:** Contractor shall secure and maintain, at his or her own expense, until completion of the contract, general liability and property insurance as shall protect Contractor and the Town from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

2. **General Liability Coverage:** Contractor shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form. General liability coverage shall include Products/Completed Operations, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury.

3. **Coverage Amounts:** Contractor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

Employer's Liability	\$500,000-\$1,000,000
-----------------------------	-----------------------

Contractors General Liability

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$2,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
e. Excess or Umbrella Liability	
1.) General Aggregate per job	\$3,000,000
per policy year	\$5,000,000
2.) Each Occurrence per job	\$3,000,000
per policy year	\$5,000,000

Automobile Liability

a. Bodily Injury:	
Each Person	\$1,000,000
Each Accident	\$1,000,000
b. Property Damage	
Each Accident	\$1,000,000
c. Combined Single Limit	\$1,000,000

Contractual Liability

a. Bodily Injury:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
b. Property Damage:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000

Workman's Compensation

a. Bodily Injury by Accident each accident	\$1,000,000
b. Bodily Injury by Disease each employee	\$1,000,000
c. Bodily Injury by Disease policy limit	\$1,000,000

4. **Additional Provisions:**

- A. **Additional Insured:** Contractor shall name the Town of Florence as an "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate(s) of Insurance.
- B. **Cancellation Notice of Material Change of Coverage:** Contractors' required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the Town of Florence.
- C. **Certificate(s) of Insurance:** Prior to commencing work under each contract or subcontract, Certificates of Insurance shall be submitted and approved by the Town. Contractor is responsible for obtaining Certificates of Insurance establishing that Contractor and all subcontractors have complied with insurance requirements previously stated. Copies of Certificate(s) of Insurance shall be forwarded to the Risk Manager for review and filing. Failure of Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Town to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Town shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Town.
- D. **Rating of Insurance Company(ies):** Any and all insurance company(ies) supplying coverage to Contractor must have no less than an "A" rating in accordance with the A.M. Best rating guide.
- E. **Deductible:** Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
- F. **Rental Equipment:** In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- G. **Personal Property:** In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons. Contractor shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Town shall be named as additional insured under such insurance.
- H. **Waiver of Subrogation:** Town and Contractor waive all rights against each other and Architect/Engineer, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.
- I. **Right to Require Higher Limits:** Town reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Town's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.
- J. **Waiver of Requirements:** The Town Manager, in consultation with the Risk Manager and/or Town Attorney, reserves the right to waive or reduce insurance requirements should it be in the best interest of the Town.

SPECIAL PROVISIONS LIST

The Plans, Details, Specifications and any other Special Provisions applicable to the Project (Special Provisions) are listed below and attached hereto as Addendum 1.

List of Special Provisions: {To be inserted by Project Manager}

Plans: Traffic Signal Plans - Fire Station/Hunt HWY – consisting of three sheets, prepared by Lee Engineering – Dated 2/12/2015

Details: Included in Plans

Specifications: Included in Plans

Other Special Provisions: See Attachment 1 attached hereto.

BID SCHEDULE

**Fire Station #2 Traffic Signal Improvements
PROJECT #: T-28:**

THIS BID IS SUBMITTED BY:

Kimbrell Electric, LLC
a(n) Corporation (Corporation, Limited Liability Company,
Partnership, Joint Venture, Sole Proprietorship, Individual), holder of an Arizona Registrar of Contractor's license:
ROC# 174015-AE, classification A-17, L-11, C-11 - John Kimbrell - Vice President

<u>Brian Kimbrell</u>	<u>Vice President of Operations</u>	<u>4/30/2015</u>
NAME	TITLE	DATE

(Failure to fill in the information above, regarding the Bidder being a holder of Arizona State Contractor's License is grounds for rejection of the bid.)

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described herein for the following unit prices or lump sum amounts:

No.	Description	Unit	Qty	Unit Price	Price
6080025	FLAT SHEET ALUMINUM SIGN PANEL (TYPE XI SHEETING) (W/MTG HARDWARE)	SQ. FT.	62	21.74	1347.88
6080053	INTERNALLY ILLUMINATED STREET NAME SIGNS	EACH	4	5211.69	20846.76
7010261	OBLITERATE PAVEMENT MARKINGS	L. SUM	1	2512.24	2512.24
7040005	PAVEMENT MARKING (WHIITE EXTRUDED THERMOPLASTIC) (0.090" THICKNESS)	L. SUM	1	1884.18	1884.18
7310010	POLE (TYPE A) (8')	EACH	2	707.28	1415.56
7310011	POLE (TYPE A) (10')	EACH	1	758.50	758.50
7310012	POLE (TYPE A) (17')	EACH	3	899.82	2699.46
7310130	POLE (TYPE Q)	EACH	2	4381.33	8762.66
7310190	POLE (TYPE W)	EACH	2	7051.79	14103.58
7310197	BREAKAWAY BASE FOR SIGNAL FLASHER	EACH	3	389.52	1168.56
7310200	POLE FOUNDATION (TYPE A)	EACH	6	543.51	3261.06
7310310	POLE FOUNDATION (TYPE Q)	EACH	2	1751.32	3502.64
7310371	POLE FOUNDATION (TYPE W)	EACH	2	2113.66	4227.32
7310551	MAST ARM (20 FT.) (TAPERED)	EACH	4	604.51	2418.04
7310570	MAST ARM (30 FT.) (TAPERED)	EACH	1	2014.62	2014.62
7310640	MAST ARM (65 FT.) (TAPERED)	EACH	2	7870.68	15741.36
7320050	ELECTRICAL CONDUIT (2") (PVC)	L. FT.	1,420	6.64	9428.80
7320051	ELECTRICAL CONDUIT (2") (PVC) (DIRECTIONAL BORE)	L. FT.	60	33.82	2029.20
7320060	ELECTRICAL CONDUIT (2 1/2") (PVC) (WITH APS PULL TAPE)	L. FT.	120	11.84	1420.80
7320070	ELECTRICAL CONDUIT (3") (PVC)	L. FT.	130	12.68	1648.40
7320071	ELECTRICAL CONDUIT (2-3") (PVC)	L. FT.	150	19.02	2853.00
7320072	ELECTRICAL CONDUIT (2-3") (PVC) (DIRECTIONAL BORE)	L. FT.	350	45.90	16065.00

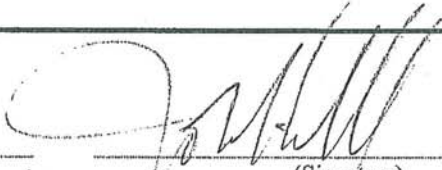
7320110	ELECTRICAL CONDUIT (1') (RIGID METAL)	L. FT.	50	8.45	422.50
7320410	PULL BOX (NO.5) (POLYMER)	EACH	5	452.93	2264.65
7320420	PULL BOX (NO.7) (POLYMER)	EACH	4	543.51	2174.04
7320421	PULL BOX (NO.7) (POLYMER) (W/EXTENSION)	EACH	1	523.71	523.71
7320650	CONDUCTORS & CABLES (ALL)	L. SUM	1	9058.56	9058.56
7330040	TRAFFIC SIGNAL FACE (TYPE D) (LED)	EACH	6	187.81	1126.86
7330060	TRAFFIC SIGNAL FACE (TYPE F) (LED)	EACH	11	404.01	4444.11
7330210	TRAFFIC SIGNAL FACE (PEDESTRIAN) (MAN/HAND) (LED) (COUNTDOWN)	EACH	2	346.04	692.08
7330310	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE II)	EACH	7	121.08	847.56
7330320	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE III)	EACH	4	209.55	838.20
7330330	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE IV)	EACH	2	399.18	798.36
7330340	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE V)	EACH	2	346.04	692.08
7330360	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VII)	EACH	1	366.57	366.57
7330400	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE XI)	EACH	3	150.37	451.11
7340040	CONTROL CABINET ASSEMBLY (TYPE 332, 170E, W4IKS & GPS TIME SOURCE, ADV FLASHERS)	EACH	1	11970.59	11970.59
7340115	PEDESTAL (ELECTRICAL) (COMBINATION UPS/METER PEDESTAL)	EACH	1	9647.97	9647.97
7350060	PEDESTRIAN PUSHBUTTON WITH SIGN	EACH	2	321.01	642.02
7350130	LOOP DETECTOR FOR TRAFFIC SIGNALS (6' X 70')(QUAD)	EACH	6	1509.76	9058.56
7350551	OPTICOM PRE-EMPTION SYSTEM (CABLE, 5 SENSORS, 2 PHASE SELECTOR CARDS)	L. SUM	1	8850.82	8850.82
7360030	LUMINAIRE (25L LED) (GE EVOLVE MODEL #ERS10C3A17401GRAY)	EACH	4	493.39	1973.56
9010001	MOBILIZATION & TRAFFIC CONTROL	L. SUM	1	12078.09	12078.09
<u>PROJECT TOTAL</u>					199,081.62

ACKNOWLEDGEMENT OF ADDENDA

Kimbrell Electric, INC acknowledges that it has received the following addenda:
(Contractor)

(Addendum #)	(Date)

Date: 4/16/15



(Signature)

Vice President

(Title)

LIST OF SUBCONTRACTORS

The following information gives the name, business address, and portion of WORK (description of WORK to be done) for each SUBCONTRACTOR that WILL be used in the WORK if the BIDDER is awarded the CONTRACT. No SUBCONTRACTOR doing WORK in excess of Ten Thousand Dollars (\$10,000.00) and who is not listed SHALL be used without the written approval of the OWNER which SHALL not be unreasonably withheld. (Additional supporting data MAY be attached to this page. Each page SHALL be sequentially numbered and headed "Proposed Subcontractors" and SHALL be signed.) Substitutions of SUBCONTRACTORS MAY be made by the BIDDER so long as all SUBCONTRACTORS used meet all requirements for SUBCONTRACTORS and all subcontract agreements meet all requirements for sub-agreements and lower tier agreements as set forth in the CONTRACT DOCUMENTS.

Name	Business Address	Description of Work
Road Safe	3015 E 14th St Phx, AZ 85040	Striping
Trafficade	2533 W Holly St Phx, AZ 85009	Traffic Control & Sign's
Fluoresco	4235 E Wood St Phx, AZ 85040	ISNS

Statutory Bid Bond

STATUTORY BID BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1 OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

That KIMBRELL ELECTRIC, INC. (hereafter "Principal"),
as Principal, and Hartford Fire Ins. Co., a corporation organized and existing under the
laws of the State of CT, with its principal offices in the City of Hartford
(hereafter "Surety"), as Surety, are held and firmly bound unto the
Town of Florence, Arizona (hereafter "Obligee"), in
the amount of Ten Percent of Amount Bid (Dollars)
(\$ 10%), for the payment whereof, the said Principal and Surety bind themselves,
and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Project #: T-28
Fire Station #2 Traffic Signal Improvements

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Witness our hands this 14th day of April, 20 15.

KIMBRELL ELECTRIC, INC.

PRINCIPAL

SEAL

BY: 

Hartford Fire Insurance Company

SURETY

BY: 

John M. Pearson Attorney-in-Fact

AGENCY OF RECORD
VALLEY BONDING

10338 Rodgers Circle
Sun City, Arizona 85351

RESOLUTION OF BOARD OF DIRECTORS

CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF


Kimbrell Electric, INC
(Name of Corporation)

RESOLVED that John Kimbrell, Vice President of
(Person Authorized to Sign) (Title)

Kimbrell Electric, INC ("Corporation") is authorized to sign and submit
the bid or proposal of this corporation for the following project:

TOWN OF FLORENCE: Fire Station #2 Traffic Signal Improvements

The foregoing is a true and correct copy of the resolution adopted by the Corporation at the
meeting of its Board of Directors held on the 16 day of April, 2025.

BY 
Title Vice President

(SEAL)

(THIS FORM MUST BE COMPLETED IF BIDDER IS A CORPORATION)

W-9 FORM

Form W-9 (Rev. November 2005) Department of the Treasury Internal Revenue Service Request for Taxpayer Identification Number and Certification Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return) Business name, if different from above Kimbrell Electric INC Check appropriate box: Individual/sole proprietor, Corporation, Partnership, Other Exempt from backup withholding Address (number, street, and apt. or suite no.) 7593 North 73rd Drive City, state, and ZIP code Gendule Arizona 85303 Requester's name and address (optional) List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN), if you do not have a number, see How to get a TIN on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter. Social security number or Employer identification number 8164947116013

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. person (including a U.S. resident alien). Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person Date 4/16/15

Purpose of Form A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. For federal tax purposes, you are considered a person if you are: An individual who is a citizen or resident of the United States, A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information. Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: The U.S. owner of a disregarded entity and not the entity.

PHOENIX 55462-3 20364

Fire Station #2 Traffic Signal Improvements Project Number: T-28

ATTACHMENT NO. 1
PLANS

April 29, 2015

To the good people in the Community of Florence, Arizona, Mayor Tom Rankin, Florence Town Council, and the staff of the Town of Florence.

It is with a heavy heart that I must announce my resignation from the Florence Town Council effective May 1, 2015. Please accept this letter as my formal notice of resignation from the position of Councilman.

For nearly three years, I enjoyed my elected position on the Florence Town Council with the goal of helping individuals and businesses in improving their existence here in our growing town. My strategy was to always put everyone before government and show that the town was there to help. Our services have improved and our programs have increased. Main Street continues to struggle as growth of residential homes is ready to begin developing in the northern and southern regions of Florence.

I have accepted a position as an administrator with the Arizona Department of Corrections. In doing so, there are two things that I must consider in my decision to step down.


My position with the Arizona Department of Corrections will require me to travel and provide leadership and involvement with the Globe/Miami area and the Arizona State Prison Complex – Globe Unit. This position will require me to be away during the day and possibly evening hours as well.

I am grateful for the knowledge and experience that I gained over the last three years and wish well for the future of Florence and its residents.

Sincerely,

A handwritten signature in black ink, appearing to read "Ruben P. Montañó", with a large, sweeping flourish at the end.

Ruben P. Montañó

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8e.
MEETING DATE: May 4, 2015 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia Deputy Town Manager/Town Clerk SUBJECT: Vacant Seat		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input checked="" type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion directing the Town Clerk on how Council will fill the vacant seat expiring December 2016, and setting a timeline for the appointment.

BACKGROUND/DISCUSSION:

FILLING COUNCIL VACANCY: If a vacancy occurs on the Town Council and the incumbent has more than two years remaining on his or her term, the Town is required to elect the new council member at the next council election. The law provides that if a vacancy occurs more than thirty days before nomination petitions are due for your regular election, then the vacancy is filled by election for the remainder of the unexpired term. Since this does not apply, Council may fill the vacant seat.

Past Councils have filled vacancies by advertising the vacant seat for interested and qualified applicants.

In filling the vacant seats, there are many options:

1. Open the vacant seat to all interested and qualified applicants.
2. Open the vacant seat to those who participated in the 2014 Town of Florence election process.
3. Open the vacant seat to all existing board and commission members.
4. Open the vacant seat to a past council member.
5. Make an appointment to any qualified individual without soliciting letters of interest.

TIMELINES FOR OPTION 1:

Action	Option 1	Option 2	Option 3
Posted	May 7	May 7	May 7
Florence Reminder	May 14	May 14 and 21	May 14, 21, 29
Deadline	May 22	May 29	June 8
Interviews	May 26	June 8	June 22
Appointment	June 1	June 15	July 1

TIMELINE FOR OPTION 2, 3, 4:

Action	Option 1	Option 2	Option 3
Phone Calls	May 5	May 5	May 5
Mail announcement	May 5	May 5	May 5
Deadline	May 11	May 21	May 28
Interviews	May 13	May 26	June 1
Appointment	May 18	June 1	July 15

TIMELINE FOR OPTION 5:

Action	Option 1	Option 2
Action item on Council Agenda	May 11	May 18

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

None

ATTACHMENTS:

2004 Advertisement/2015 suggested advertisement

2004 PUBLIC NOTICE

THE FLORENCE TOWN COUNCIL SEEKS QUALIFIED APPLICANTS TO SERVE OUT THE REMAINING TERM OF VACANT COUNCIL SEAT; TERM EXPIRES **MAY 2006**. APPLICANTS MUST BE A QUALIFIED ELECTOR, AT LEAST EIGHTEEN YEARS OF AGE AND MUST HAVE RESIDED IN THE TOWN LIMITS FOR ONE YEAR PRECEDING APPOINTMENT.

LETTERS OF INTEREST ARE DUE TO THE TOWN CLERK, TOWN HALL, 775 N. MAIN STREET, PO BOX 2670, FLORENCE ARIZONA, OR LISA.GARCIA@FLORENCEAZ.GOV APPLICATIONS WILL BE ACCEPTED UNTILL 3:00 P.M. _____. IF YOU HAVE ANY QUESTION PLEASE CONTACT LISA GARCIA AT 520-868-7552.

Elected Officials (1 seat) – The Town of Florence has an opening for one seat on the Florence Town Council. This person will serve out the existing term until December, 2016. Letters of interest are due to the Town Clerk's Office by _____. Each Councilmember receives \$450 a month for their service. Candidates must be a qualified elector at the time of filing their letter of interest, must be 18 years of age, must be able to speak, write and read the English language, and must have resided in the municipality for one year preceding the election. For more information, call 520-886-7552. Submit letters of interest to:

Town Clerk's Office
PO Box 2670
775 N. Main Street
Florence, AZ 85132.
Lisa.garcia@florenceaz.gov

MEMORANDUM

To: Mayor and Town Council
From: Charles Montoya, Town Manager
Cc: Lisa Garcia, Deputy Town Manager/Town Clerk
Department Heads
Date: May 4, 2015
Re: Weekly Update



Department Updates

Administration

- Arts and Culture Commission – The commission held its inaugural meeting on March 12, 2015, and discussed its duties and the annual public art project plan.
- Business Visitation – A property owner was given general information about how to make façade improvements to their building. One service business is interested in expanding operations in the near future and requested information on the business license process. A prospective business owner was provided information about the business license and development process to open a restaurant.
- Cuen Building: Staff continues to work with the successful bidder.
- Election Information: All election materials have been delivered to voters.
- Main Street Workshop – The Arizona Downtown Alliance hosted a Main Street workshop in Florence for communities in the region to learn about downtown revitalization. A session was given about business development in Florence and the tools that are used business attraction, retention, and expansion. Many attendees commented on how physically attractive downtown is with the new streetscape improvements, Padilla Park, etc.

Library

- 1,867 total items were circulated between Saturday, April 18th and Friday, April 24th, 2015. 154 holds were placed. 275 computer users were recorded in the computer lab. The average computer use session was 50.578 minutes. For the week of April 12th – April 18th, 2015, there were 381 wireless sessions.
- Visit from OneBookAZ winning author
The Library was thrilled to bring young adult author Dan Trumpis in for a visit. ONEBOOKAZ is an exciting program that brings communities together through literature. Beginning in April communities across the State of Arizona read the same books at the same time and participate in discussions and programs centered around that book. This program was made possible by the Arizona State Library, Archives and Public Records, a division of the Secretary of State.

Parks and Recreation

- Vice-Mayor Walter joined Parks and Recreation Staff and children from the Before and After the Bell program on Wednesday to plant a tree at Heritage Park and read

the proclamation recognizing Arbor Day in Florence, Arizona. The tree was donated by the Florence Future Forward Foundation, Inc.

- John Nixon, Recreation Coordinator, represented the Town at the State Arbor Day Celebration and the Tree City Awards Ceremony at the State Capital on Thursday. The Town of Florence was recognized as a Tree City Community for the ninth consecutive year.
- Bryan Hughes and Alison Feliz, Recreation Programmer, attended Leadership Day at Walker Butte K8 on Thursday. It was a great opportunity to learn about their “Leader in Me” program and see the kids embracing the program.
- The Parks and Recreation Advisory Board met on Thursday and reviewed a number of items, including some of the proposed fees for next fiscal year, as well as policies and procedures for the new facilities.
- The Cinco de Mayo Fiesta is scheduled for Saturday, May 2, 2015, at Padilla Park, from 12:00 pm to 6:00 pm. The Town is partnering with the Greater Florence Chamber of Commerce on the new event, which will feature a musical entertainment, a salsa contest, food and beverages, and more.
- The next Movie in the Park at Padilla Park is this Saturday, May 9, 2015, featuring Disney’s “Planes: Fire and Rescue”. So bring a blanket, lawn chairs and snacks and beverages. The movie is free to attend. Thank you to Banner Ironwood Medical Center for sponsoring the spring movies

Police

- Officer Riccomini and Officer Salazar conducted a “Commercial Vehicle Inspection Scale Detail” on North Hunt Highway. There were 39 vehicles weighed. No citations were issued.
- Chief Hughes, Deanna Aguilera, and Sgt. Campbell attended the FBINAA conference in Oro Valley. Topics included; Cybercrime, Swatting & Doxing, and Officer Safety.

Public Works Admin / Engineering

Streets

- Continued work on Main Street Extension Project, grading to subgrade hubs.
- Ground down trip hazards from sidewalks in Anthem area.
- DBA Construction continued working on the Turner Addition paving and speed bump project near High School. Paving scheduled for April 24, 2015.
- Watered the area northwest of Heritage Park for dust control for the RAD free dump day.

Facility Maintenance

- Painters began the cashier window walls at Town Hall on April 17, 2015.
- Scheduled ACC to repair the mini-split AC system for the vault area in the Administration Dept.
- PD verified that new freezer systems were working. Since there is not enough evidence they have requested to shut the freezer down.
- Used remote control drone and video camera at the water tower. Hawks were located and appear to be three to four weeks old.

- Met with Spectrum Mechanical at Fire Station 2 to start the spring preventative maintenance program.
- Contacted Overton Builders to check on cabinetry schedule. Installation scheduled for April 23, 2015. Glass window will be measured and installed after cabinets and counters.

Sanitation

- Placed “Police Order” Signs out for Bulk Trash violators.
- Corresponded with PD Code Enforcement and Utility Billing on bulk trash issues.
- Removed bulk trash piles for residents per Administration requests.

Admin / Engineering

- Researched Pulte plats for representation to Council.
- Preplanning of Willow Street Tree Project started with layouts and communications to all parties.
- Completed Tiger Grant application.
- Final walk through of Arch Culvert at Spirit Way.

Cemetery

- There was one inquiry this week.

Utilities

- Updated project report:
 - Revised plans for Diversion Dam have been submitted to ADOT. Situation involving prior rights between ADOT and SCIDD remains unresolved. Staff spoke with ADOT in order to find a resolution and ADOT is moving toward resolution. Overhead line work continues in the intersection.
 - Work on the north Florence water tank is continuing. Tank has been installed with painting scheduled April 27th – May 15th.
 - Apache Underground completed with the installation of waterlines in the Willow/Central/22nd Streets. One service remains to be installed – work will be completed on April 22nd. DBA is installing AB with pavement scheduled for April 25th.
 - Work at Well 3B is continuing. Project should be completed by May 30th.
 - Work at the SWWTP effluent pump station and admin building remodel is continuing.
 - Garney has ordered filters for the SWWTP Filtration Project (WIFA funded project). Project will be completed in January 2016.
- Timm Wainscott has obtained a Grade 3 Collections Certification. With this certification the Town meets all ADEQ requirements for certified operators, utilizing internal staff. This has been a goal of the Department for two years. What this means is that outside professional services for certified operators is no longer needed.
- Pro Tech continues the annual sewer line cleaning project.
- Fire Hydrant maintenance project is now taking place. The hydrants and valves are being cleaned, oiled, and painted



TOWN OF FLORENCE

Community Development Department

MEMO

To: Charles Montoya, Town Manager
Lisa Garcia, Deputy Town Manager

From: Mark Eckhoff, AICP, Community Development Director

Date: May 4, 2015 Town Council Meeting

Re: Activity Report

Ongoing projects and updates:

- S Power and SRP are moving forward with the Monterra solar project, which is generally located south of the Anthem at Merrill Ranch development. This is expected to be a 40 MW or larger project, about twice the size of the existing Copper Crossing solar farm along Bella Vista Road.
- Sunpower has confirmed their plans to go forward with their solar farm project east of Florence. Staff is expecting formal applications from Sunpower before the date of this meeting.
- Staff and SRP continue to work on our first SRP Aesthetics Fund Project.
- The local franchisee for Taco Bell has firm plans to locate a new Taco Bell in Florence along Highway 79. We expect to see this project materializing soon as they've indicated a desire to commence construction early this summer. While this project will relocate the Happy Adobe on Highway 79, we are pleased to know that this business is in the process of relocating to a site on Main Street.
- Staff is working on an update to the Town's Floodplain Management Ordinance per the request of the Arizona Department of Water Resources (ADWR) and per our recent Community Assistance Contact with ADWR. The draft document has been reviewed and approved by ADWR and now is awaiting the completion of internal and legal reviews before being presented to Town Council for adoption.
- The Main Street Vault restaurant, located within the former National Bank of Arizona building on Main Street adjacent to the True Value Hardware Store, is open for business.

- Staff is working with others on the possible tenant improvements needed at the Silver King to increase the occupancy and usage of this building.
- The owner of the vacant two story ‘Cosmo’ building loaned this building to the Town during the Road to Country Thunder events.
- Staff is working with The Windmill Winery and engineering staff on the street tree planting plan for the Main Street extension.
- Staff is supporting FFF’s efforts to plant trees around Florence.
- Staff is facilitating the next steps on the Cuen building stabilization effort with the Town Clerk and successful bidder.
- Community Development staff are actively engaged in all aspects of the library/aquatic center development project, particularly with a focus on master planning, site planning, landscaping and architectural components. Construction is progressing smoothly.
- The attached permit spreadsheet shows that the Town issued 21 single-family home permits for March of 2015.
- Staff recently met with ADOT to discuss the next steps on the North-South Corridor project. The Town Council reaffirmed its position on Corridor preferences via an updated resolution in December and ADOT has noted that they received many comments from Florence during the ASR public comment period.
- Staff recently met with ADOT to discuss the next steps on the ADOT Passenger Rail project.
- The new restaurant at Anthem at Merrill Ranch is open for business. Staff is working with the restaurant to add a monument sign along Merrill Ranch Parkway and a wall sign on the restaurant building.
- The first phase of the Mosaic Church project in the Anthem at Merrill Ranch community is under construction.
- Staff is working on several Final Plat and Map of Dedication items for the Anthem at Merrill Ranch community that should be presented to Council in the near future.
- Staff is working on various code amendments.

- Staff is working to expand the DC Zoning District as such will help to encourage mixed use development in the central business district and the maximization of downtown buildings and lots.
- Staff is working with a commercial property owner and business that is considering bringing a new diner to Florence.
- Staff is working with Valentino's to update their building sign with a very attractive "Valentino's Eatery" wall sign.
- Staff is assisting the Grants Coordinator with the implementation of the CDBG Housing Rehabilitation project.
- Staff is working with Parks and Recreation staff on an award nomination package for the Padilla Park project.
- The Arizona Chapter of the American Society of Landscape Architects recognized our efforts on the North End Framework Plan and Territory Square projects at their recent annual award's ceremony.
- While the Department waits on filling the vacated Building Inspector position, we are using occasional contract assistance to keep up with building plan reviews, inspections and code compliance.
- Town Planner, Heath Reed, resigned to take a position with a major homebuilder. This creates a huge void in our department. We are working to minimize impacts to service levels while this position goes unfilled.

TOWN OF FLORENCE Building Permits for 2005 Thru 2015

Month	SFR 2005	SFR 2006	SFR 2007	SFR 2008	SFR 2009	SFR 2010	SFR 2011	SFR 2012	SFR 2013	SFR 2014	SFR 2015	M/F thru 2014	M/F 2015	M/H 2005	M/H 2006	M/H 2007	M/H 2008	M/H 2009	M/H 2010	M/H 2011	M/H 2012	M/H 2013	M/H 2014	M/H 2015	C/I 2005	C/I 2006	C/I 2007	C/I 2008	C/I 2009	C/I 2010	C/I 2011	C/I 2012	C/I 2013	C/I 2014	C/I 2015	Other 2005	Other 2006	Other 2007	Other 2008	Other 2009	Other 2010	Other 2011	Other 2012	Other 2013	Other 2014	
Jan.	1	6	29	51	1	20	4	7	20	16	10	0	0	1	3	4	3	1	2	1	1	0	1	1	0	0	1	5	0	0	1	0	0	1	0	1	30	13	28	23	42	33	32	32	35	61
Feb.	3	53	27	46	0	23	5	7	10	8	4	0	0	0	4	5	3	2	3	0	2	0	0	0	0	0	1	2	2	3	3	0	2	0	2	4	21	3	27	28	22	33	22	30	27	50
Mar.	13	51	58	48	3	29	5	8	20	14	21	0	0	3	6	6	4	2	1	2	0	2	1	0	0	4	3	3	5	1	2	1	1	4	0	16	20	32	29	44	12	34	30	48	35	
April	2	38	36	50	23	17	26	4	27	11		0		2	9	5	1	0	1	4	0	0	2		0	1	2	7	1	4	3	2	3	3		12	10	16	30	48	29	32	20	38	45	
May	1	50	53	53	33	24	16	20	14	15		0		3	13	1	0	1	1	1	1	1	0		0	3	3	9	1	0	2	1	1	1	3		12	10	26	14	14	28	31	33	41	24
June	5	90	52	52	28	23	11	22	15	8		0		4	4	2	0	2	2	1	0	0	0		0	2	2	1	2	1	4	0	6	2		19	12	21	33	27	33	23	35	19	26	
July	3	32	54	57	35	15	5	12	11	20		0		2	5	1	0	0	1	0	0	0	1		0	2	3	2	1	0	6	6	1	6		9	16	22	36	26	14	17	24	24	18	
Aug.	0	19	32	38	16	6	13	12	19	9		0		1	1	3	0	0	0	1	0	0	0		0	0	0	9	3	1	1	1	4	4		5	10	28	27	28	15	19	23	39	14	
Sept.	35	6	1	31	10	6	7	14	8	12		0		2	2	1	0	1	0	0	0	0	0		1	1	3	2	1	0	6	0	1	8		11	16	9	38	23	20	17	18	28	35	
Oct.	2	16	21	23	11	5	7	12	14	13		0		4	6	2	2	0	0	0	2	2	0		5	4	2	2	2	1	1	0	4	4		17	16	30	56	21	20	18	40	56	28	
Nov.	2	20	17	18	24	5	8	8	11	7		0		4	2	2	1	0	3	1	0	0	1		9	1	3	4	2	0	0	1	1	6		19	35	16	30	33	37	41	33	41	33	
Dec.	33	26	31	0	17	0	5	12	13	11		0		2	7	4	1	3	0	1	0	1	0		2	2	1	1	1	2	2	0	0	10		57	27	18	20	25	23	31	42	34	29	
Total	100	407	411	467	201	173	112	138	182	144	35	0	0	28	62	36	15	12	14	12	6	6	6	1	17	21	25	47	22	13	28	14	22	52	5	228	188	273	364	353	297	317	360	430	398	

1. SFR = New Single Family Residential Homes

2. M/F = New Multi-Family Residential (duplexes, triplexes, apartments, etc.)

3. M/H = Manufactured Homes, Mobile Homes and Park Models

4. C/I = Commercial/Industrial New/Tenant Improvements

5. Other = Pools, Sheds, Fences, Signs, etc.

**MUNICIPAL COURT
MEMORANDUM**

TO: CHARLES MONTOYA TOWN MANAGER
FROM: KATHERINE KAISER, MAGISTRATE
RE: MARCH MONTHLY REPORT
DATE: APRIL 2015



Citations were up dramatically last month. Good to see the increase as the previous 2 months were low. Revenue is still up with tax season still in swing.

The Court has a new Public Defender, Janet Mannato. The Court looks forward to working with her and all the great experience she brings.

**ADDITIONAL MONIES COLLECTED FROM COLLECTION AGENCY
AND ARIZONA STATE TAX INTERCEPTION: YEAR 2015 TOTALS**

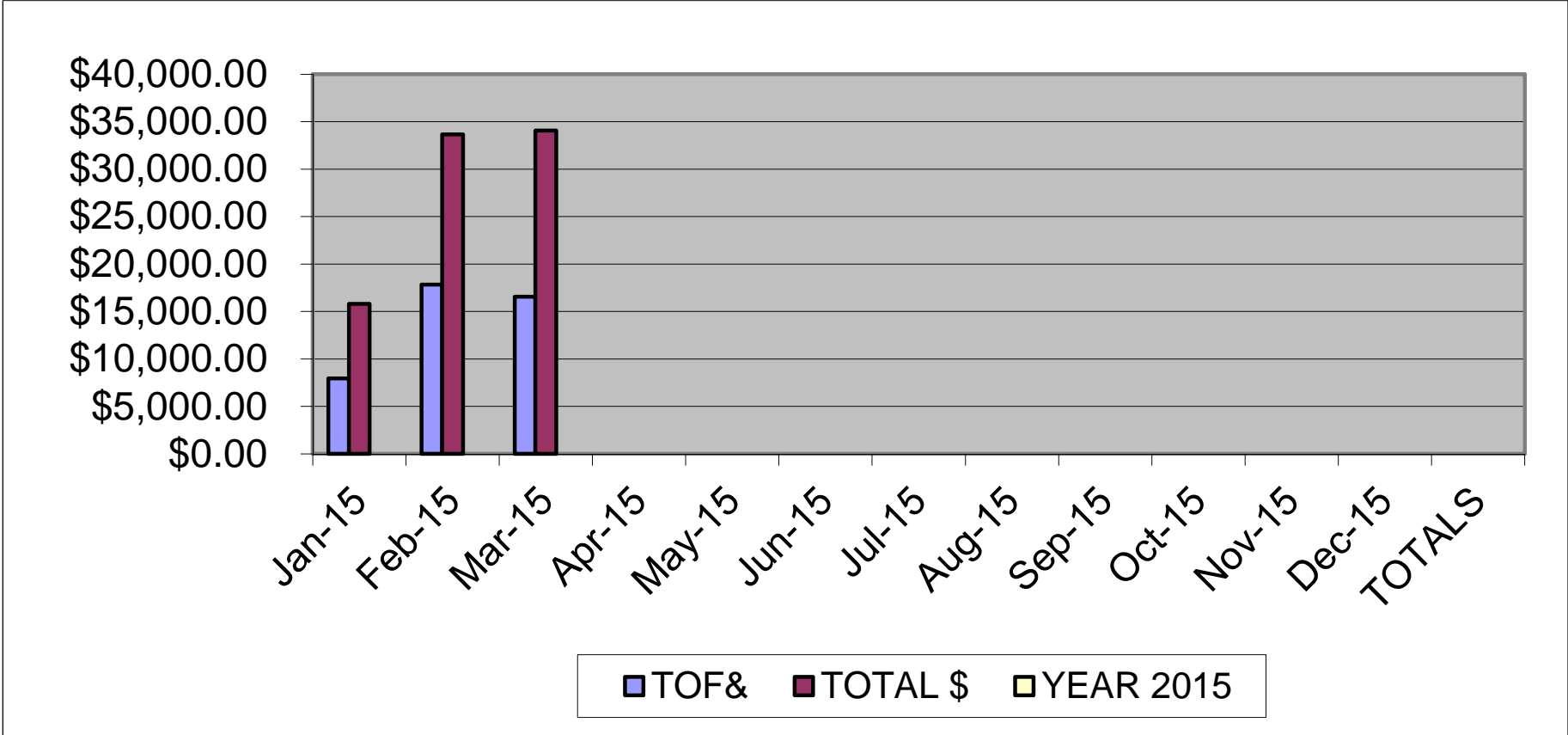
VCS COLLECTIONS	F.A.R.E./T.I.P.S.
\$ -0-	\$36,082.92

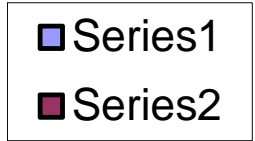
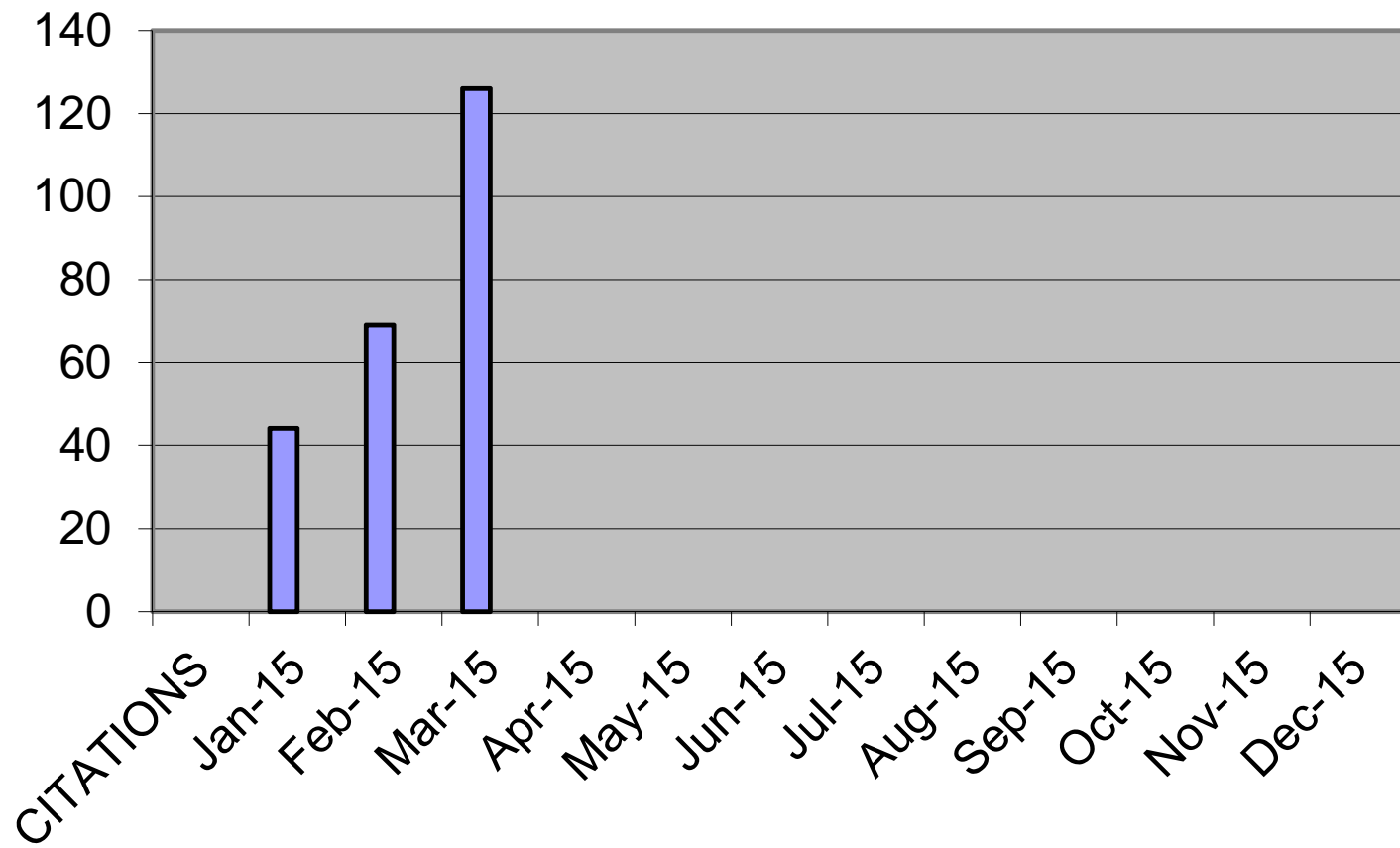
**MONEY COLLECTED FOR VICTIM RESTITUTION: YEAR 2015
TOTAL**

\$40.89

**MONEY COLLECTED FOR FLORENCE POLICE DEPARTMENT FOR
DRIVING ON A SUSPENDED LICENSE AND THE NEW \$4
ASSESSMENT: YEAR 2015 TOTAL**

\$2,431.16







Finance Department Memorandum

To: Charles Montoya, Town Manager
From: Mike Farina, Finance Director
Date: 4/20/2015
Re: Finance Department Report

Budget

- Work continues on the 2015/2016 annual budget development for both budget scenarios.
- Presentations continue to various citizen groups explaining the upcoming election to exceed the state-imposed expenditure limitations.

Financial Reporting

- See attached monthly financial report (cash-basis) for March 2015.
- The 2nd Quarterly Financial Report as of December 31, 2015 was presented on April 6.

Grants

- See attached March 2015 Grants Activity Report.

	#	Grant Amount
Submitted grants	6	\$1,391,632
Awarded grants	16	1,923,820
Grants applications in process	6	455,588
Total	28	\$3,771,040

Other

- Construction started on the customer service window in the Finance Department area and is expected to be completed at the end of April or early May.
- Modular furniture was installed in the Finance Department area.
- Utility billing has been busy with winter resident customers once again heading back north.

Monthly Financial Report March 2015

The following charts and graphs are for financial activity (cash basis) for March 2015 (unaudited).

Comparison of Revenue and Expenditures to Budget for the Town's Major Funds

Fund	Revenue			Expenditures		
	Budget	Actual	% Collected	Budget	Actual	% Expended
General	\$ 14,044,000	\$ 9,601,913	68%	\$ 14,513,600	\$ 9,392,512	65%
Capital Improvement	13,015,100	623,307	5%	23,177,600	7,333,793	32%
Highway User Revenue	2,853,400	1,845,879	65%	8,876,300	1,439,175	16%
Construction Tax - 4%	73,200	86,321	118%	1,000,000	-	0%
Food Tax - 2%	267,900	149,655	56%	2,100,000	-	0%
Town Water	3,185,400	1,969,500	62%	10,449,300	3,323,861	32%
Town Sewer	5,649,400	2,660,444	47%	6,350,900	2,972,719	47%
Sanitation	682,000	560,000	82%	916,800	599,213	65%
Total	\$ 39,770,400	\$ 17,497,020	44%	\$ 67,384,500	\$ 25,061,274	37%

- Reported on cash basis. Revenues reflect a one- to two- month lag in collections.

Development Impact Fee Collections and Expenditures

Fee Fund	Beg. Fund Balance	Fee Collected	Interest	Ending Fund Balance
501 Sanitation	\$ 46,153	\$ -	\$ 228	\$ 46,381
505 Transportation	773,356	91,263	4,590	869,209
506 General Government	1,226,547	-	6,846	1,233,393
508 Police	194,787	71,071	1,306	267,165
509 Fire/EMS	345,376	73,415	2,150	420,941
510 Parks	1,289,379	4,080	7,208	1,300,666
511 Library	821,482	22,413	4,653	848,547
596 Florence Water	111,738	1,665	562	113,965
597 Florence Sewer	361,629	2,053	1,802	365,483
598 North Florence Water	9,924	-	49	9,974
599 North Florence Sewer	12,366	-	61	12,427
Total	\$ 5,192,736	\$ 265,960	\$ 29,456	\$ 5,488,151

Monthly Financial Report March 2015

Comparison of General Fund Revenue and Expenditures Actual to Budget

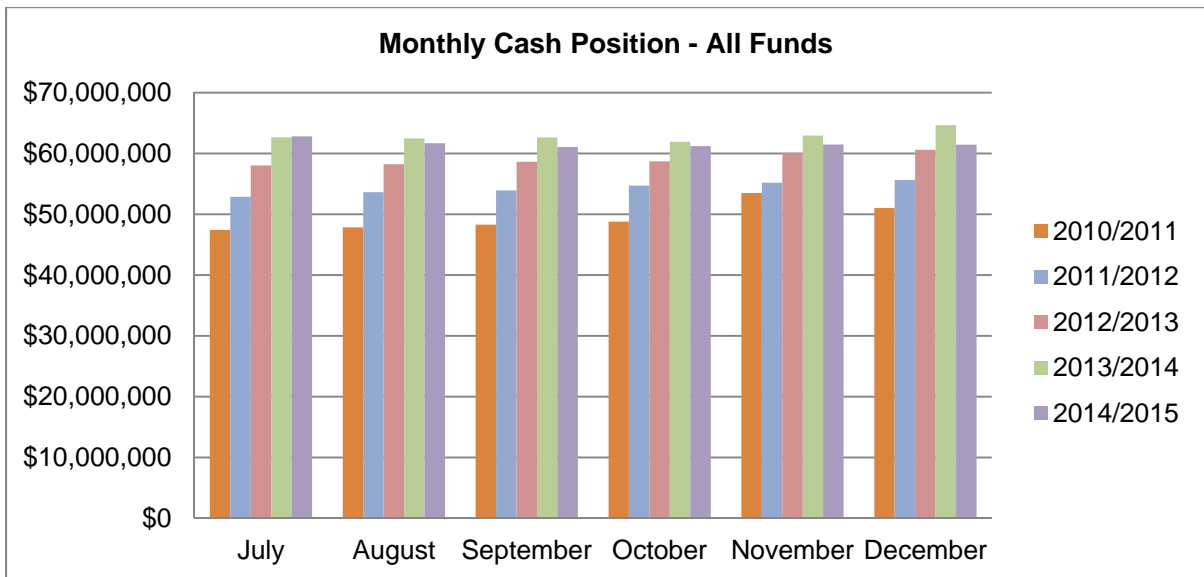
GENERAL FUND	Budget	Actual	Budget to Actual
Revenue by Category			
Taxes	\$ 3,499,600	\$ 2,269,995	64.9%
Licenses and Permits	538,100	362,826	67.4%
Franchise Fees and Taxes	563,600	308,481	54.7%
Intergovernmental	6,686,400	4,643,670	69.4%
CE Inspection Fees	8,900	209	2.3%
Civil Engineering Fees	30,600	12,500	40.8%
Community Development Fees	122,600	231,886	189.1%
Charges-General Government	157,400	49,946	31.7%
Cemetery Fees	11,200	14,925	133.3%
Public Safety-Police	33,100	10,703	32.3%
Parks and Recreation	90,400	69,596	77.0%
Fines and Forfeitures	190,200	110,521	58.1%
Interest Earnings	110,000	46,382	42.2%
Public Safety-Fire	112,000	32,896	29.4%
Library	85,300	7,856	9.2%
Miscellaneous	58,000	267,337	460.9%
Downtown Redevelopment	8,500	4,638	54.6%
Government Access Channel	7,200	3,784	52.6%
Seniors Fees	19,700	19,856	100.8%
Operating Transfer	1,711,200	1,133,907	66.3%
Total Revenue	\$ 14,044,000	\$ 9,601,913	68.37%
Expenditures by Department			
Town Council	\$ 158,200	\$ 82,644	52.2%
Administration	728,500	512,342	70.3%
Courts	292,200	194,220	66.5%
Legal	269,800	160,950	59.7%
Finance	936,300	634,768	67.8%
Human Resources	253,800	172,112	67.8%
Community Development	676,400	414,247	61.2%
Police Services	4,244,400	2,808,332	66.2%
Fire Services	2,933,900	2,201,458	75.0%
Information Technology	628,000	369,273	58.8%
Parks & Recreation Services	1,669,900	1,036,336	62.1%
Library	387,200	290,988	75.2%
Engineering	200,400	93,860	46.8%
General Government	952,500	326,706	34.3%
Cemetery	9,000	4,114	45.7%
Economic Development	173,100	90,164	52.1%
Total Expenditures	\$ 14,513,600	\$ 9,392,512	64.72%

- Taxes, franchise fees and intergovernmental revenues reflect a one- to two- month lag in collections

Monthly Financial Report March 2015

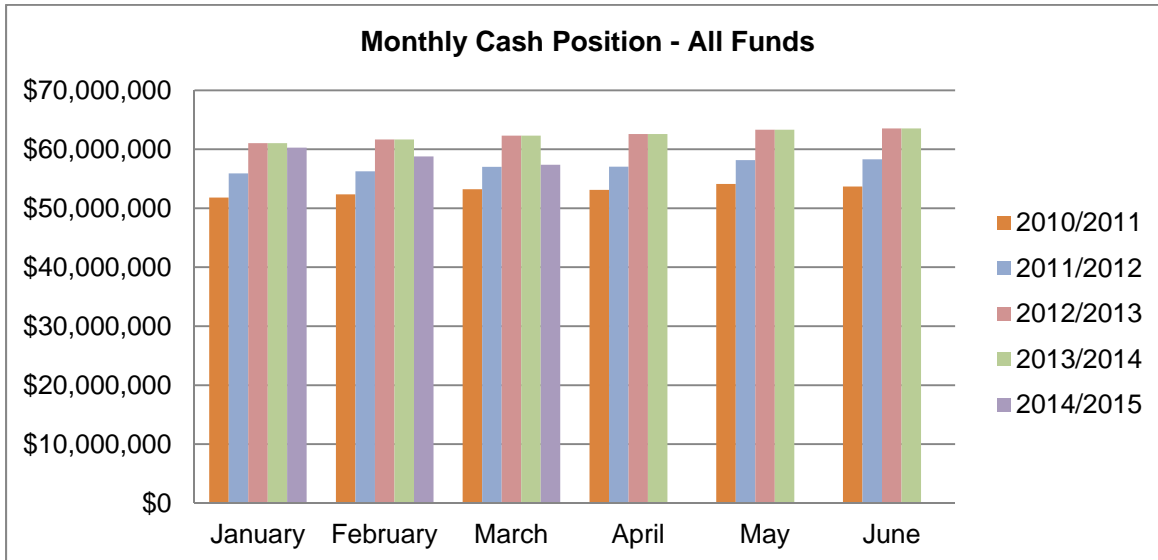
Cash and Investments – Bank Balances and Monthly Yield

Account - cash balance	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14
NB/AZ - General Checking	\$ 13,597,802	\$ 12,381,655	\$ 11,760,882	\$ 11,848,077	\$ 12,163,529	\$ 12,074,870
LGIP - 7256	8,883	8,883	8,884	8,884	8,884	8,885
LGIP - 5953	176,195	176,195	176,220	176,220	176,234	176,248
Stifel Nicolaus - Investments	49,010,989	49,113,359	49,105,359	49,164,668	49,104,436	49,179,612
NB/AZ - PD Evidence	5,072	5,868	5,868	5,869	5,869	4,376
Total cash	\$ 62,798,940	\$ 61,685,960	\$ 61,057,213	\$ 61,203,717	\$ 61,458,952	\$ 61,443,991
Account - monthly yield	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14
National Bank Arizona	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%
LGIP - 7256	0.05%	0.05%	0.05%	0.06%	0.07%	0.08%
LGIP - 5953	0.07%	0.08%	0.08%	0.09%	0.10%	0.12%
Stifel Nicolaus - Investments	1.10%	1.18%	1.19%	1.18%	1.18%	1.18%



Monthly Financial Report March 2015

Account - cash balance	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15
NB/AZ - General Checking	\$ 11,004,593	\$ 9,474,865	\$ 8,072,093			
LGIP - 7256	8,886	8,886	8,887			
LGIP - 5953	176,266	176,308	176,328			
Stifel Nicolaus - Investments	49,081,984	49,113,359	49,105,359			
NB/AZ - PD Evidence	5,532	6,010	5,694			
Total cash	\$ 60,277,261	\$ 58,779,427	\$ 57,368,361	\$ -	\$ -	
Account - monthly yield						
	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15
National Bank Arizona	0.05%	0.05%	0.05%			
LGIP - 7256	0.07%	0.08%	0.09%			
LGIP - 5953	0.15%	0.15%	0.14%			
Stifel Nicolaus - Investments	1.18%	1.18%	1.18%			



**Grants Activity Report
March 2015**

SUMMARY OF ALL GRANTS

	#	Grant Amount
Submitted grants	11	\$1,450,125
Awarded grants	15	1,746,324
Grants applications in process	1	515,000
Total	27	\$3,711,449

SUBMITTED GRANTS

1. Arizona Auto Theft Authority (AATA)

The police department submitted an application in the amount of **\$8,905** to purchase a license plate reader system.

Update: AATA is reviewing the potential vendor's reader system to determine its viability for use by law enforcement.

2. Community Development Block Grant State Special Projects

The Town will submit an application in the amount of **\$300,000** to Arizona Department of Housing to conduct owner occupied housing rehabilitation on homes within the Town limits.

Update: Funding announcements were made in mid-April.

3. Library Services and Technology Act (LSTA)

The library is seeking **\$11,388.22** in Library Services and Technology Act (LSTA) funds to acquire adult cultural programming for the library. Most of the funds will be used to pay for 15 cultural programs at the library. The library will provide about **\$7,300** in in-kind supplies and services toward the program.

Update: Funding announcements are expected in May.

4. High Intensity Drug Trafficking Area (HIDTA) 26

The Town has applied for **\$72,561** to have a Florence police officer participate in the Pinal County HIDTA Task Force. These funds would be used beginning in January 2016.

Update: Pinal County revised the requested amount upward to \$79,254.

5. Gila River Indian Community Fire Equipment

The fire department wants to submit an application in the amount of **\$217,856** to purchase multi-band radio communication equipment. The desired radios would allow for communication among other departments during responses.

Update: The application was submitted to Gila River by the March 31 deadline.

**Grants Activity Report
March 2015**

6. Gila River Indian Community MILO Pro Range System

The police department wants to submit an application to the Gila River Indian Community to purchase a training simulator that assists with improving an officer’s ability to make sound judgment calls in “Shoot, Don’t Shoot” scenarios. The simulator will cost **\$59,000**.

Update: The application was submitted to Gila River March 31.

7. Gila River Indian Community Dispatch Console

The police department intends to submit an application in the amount of **\$66,014** to the Gila River Indian Community to install a third dispatch console. The console is needed because the department recently started providing dispatch services for the Superior Fire Department.

Update: The application was submitted to Gila River March 31.

8. National Crime History Improvement Program (NCHIP)

The police department wants to submit an application requesting **\$30,964** from the National Crime History Improvement Program (NCHIP). The funds would be used to purchase an automated fingerprint system to replace the current manual system. The Town would be required to provide a match amount of **\$3,440**.

Update: The application was submitted April 1.

AWARDED GRANTS

1. APS Community Giving Program

The Town has received **\$2,000** from the APS Corporate Giving Program to offset the cost of two Town-sponsored events; Christmas on Main Street and the Boards and Commissions Appreciation Dinner. The Town budget for Christmas on Main Street is **\$3,000** and the Appreciation Dinner budget is **\$1,500**.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Grant Amount	\$ 2,000
Town Match	\$ 2,500
Total Expenditures	<u>0</u>
Fund Balance	\$ 4,500

Update: APS will deliver a check in the amount of \$2,000 to the Town in April.

**Grants Activity Report
March 2015**

2. High Intensity Drug Trafficking Area (HIDTA) 25

The Town submitted a budget last year for two years of HIDTA funding beginning in 2015. The revised amount requested was **\$100,389**. Funds are used to pay for a Florence police officer to be part of the Pinal County HIDTA Task Force.

Current Status			
1. Pre- Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Grant Amount	\$ 100,389
Town Match	\$ 0
Total Expenditures	0
Fund Balance	\$ 100,389

Update: The Town Council accepted the funds in early April.

GRANT APPLICATIONS IN PROGRESS

1. Operation Stonegarden

For the past few years, the police department has received grant funds from the Arizona Department of Homeland Security for participation in border enforcement activities. The application is for a three-year period with a total amount requested of about **\$515,000**.

Update: The application is due April 30.

Florence Community Library

March 2015

March Statistics

- 5,903 patrons visited the library in March
- 9,592 total items were circulated in March
- 62 library cards were issued
- 1,315 patrons signed up for use of the computer lab computers
- 1,338 wireless sessions were held 3/01/2015 – 3/28/2015
- 279 person(s) attended 19 program(s) presented by the library
- 515 FHS students visited the library on a pass
- 7 person(s) volunteered 22 hour(s)

Meetings and Events

03/03/15 Coffee Club
03/04/15 Book Club
03/10/15 Moms' Hands program
03/11/15 Friends of the Library meeting
03/13/15 Teen Tech Week program – 3D Printer Demonstrations
03/14/15 Monthly Film Program
03/18/15 Library Advisory Board meeting

18th Annual Bookmark Contest Winners

The Florence Community Library would like to take this opportunity to thank all of the librarians, teachers, and students who participated in this years' 18th Annual Bookmark Design Contest. The winners and their families were honored at the Bookmark Awards Ceremony on Friday, April 10, at 6 pm.

1st Place Winner	Denise Jimenez	8th Grade	Walker Butte K-8
2nd Place Winner	Ashley Johnson	4th Grade	Circle Cross Ranch K-8
3rd Place Winner	Dalila Zazueta-Cota	1st Grade	Magma Ranch K-8

Honorable Mention: Caidence Durbala, Circle Cross Ranch; Prestyn Needham, Florence K -8; Tiana Townsend, Skyline Ranch K-8; Jaymee Verdugo, Walker Butte K-8; Briana Quintero, Skyline Ranch K-8; Kavisha Khanna, Florence K-8; Kortnee D'Addabbo, Circle Cross Ranch K-8; Leah Kent, Anthem K-8; Miki Ysaguirre, Florence K-8; and Scott Knight, Magma Ranch K-8.

All entries will be displayed at the library through the month of April. The winning bookmark is available at the main desk of the Florence Community Library free of charge while supplies last.

LSTA Grant Application

An LSTA grant application for \$11,388.22 was submitted to the Arizona State Library. If we are successful in securing the grant, funds will be used to bring a series of 15 cultural programs to the library next FY.

Making a Difference with Community Engagement

The Florence Community Library is one of five libraries selected by the Arizona State Library to participate in the "Making a Difference with Community Engagement" program. Consultants will work with staff at participating libraries/library systems to create a community engagement plan. Training, coaching and support will be conducted in a virtual as well as face-to-face environment.

Memorandum



To: Charles Montoya, Town Manager
From: Bryan C. Hughes, Parks and Recreation Director
Date: April 8, 2015
Re: April 2015 Department Report

Staff attended the weekly meeting with the Territory Square – **Library/Recreation Complex Project** Team and Low Mountain Design-Build Team. At the Aquatic Center, carpentry, electrical and plumbing are ongoing and they are continuing the exterior fence around the pools. Play features and water slides are being assembled onsite and continue to be installed. At the Library and Community Center, masonry is now complete and carpentry continues. Site work also continues, with irrigation pipe being installed on the soccer fields and other landscaping irrigation being installed in parking lot islands. The tennis and pickleball courts have been poured on those facilities and fencing is going up. APS, Southwest Gas, Cox Communications and Century Link work continues.

Staff participated in training opportunities offered by the **Arizona Park and Recreation Association** the week of March 23rd. Alison Feliz, Megan Cetta, and Laura Kinney all attended a “Best of the Best” programming workshop and Bryan Hughes attended a leadership workshop, “Standing the Heat”.

The **Spring Concerts in the Park** wrapped up at Padilla Park on April 2nd. The Greater Florence Chamber of Commerce held their monthly mixer at the last event.

The annual **Easter Eggstravaganza** was held on March 28th, at Heritage Park. Hip Hop served as the Master of Ceremonies as kids scrambled to pick up 15,000 stuffed eggs in the park. The Town partnered with the Mosaic Church of the Nazarene on this year’s event.

The new **Road to Country Thunder** event was held on April 4th. This was a street festival in historic downtown featuring a “Battle of the Bands” with the winner performing at Country Thunder Music Festival VIP area. Downtime, Southern Country Band, the Big Zephyr Band, Jed Morrison battled it out with Downtime winning the competition. The event began at 2 p.m. with the first band performing at 3 p.m. Headliner, Ryan Bexley, wrapped up the night starting at 9 p.m.

The Senior Center held their **Farewell Luncheon** on April 8th for all the winter visitors heading back to their summer homes.

Congratulations to Ray Hartzel and Michael Groves from the Parks Maintenance Staff for passing the **Certified Pool Operator** exam. Both Ray and Michael took the two day course and exam April 14-15 and passed the exam to earn the CPO designation. The certification will be very helpful in operation of the new Aquatic Center in the years to come.

The first **Movie in the Park** at Padilla Park was held on April 18th, featuring Disney's "Frozen". Princess Elsa was available before the movie to take pictures with the kids. The movies are FREE to attend. The next Movie in the Park is scheduled for Saturday, May 9, featuring Disney's "Planes: Fire and Rescue". Thank you to Banner Ironwood Medical Center for sponsoring the spring movies.

The **Cinco de Mayo Fiesta** is scheduled for Saturday, May 2nd at Padilla Park, from 12 p.m. to 6 p.m. The Town is partnering with the Greater Florence Chamber of Commerce on the new event, which will feature a musical entertainment, a salsa contest, food and beverages, and more.

**Parks and Recreation Department
Divisions Report
March 2015**

Recreation/Special Events Programs

Recreation Programs	Participants	Volunteers	Comments
Before & After the Bell – Florence	14	\$245.00	9 Participants in the morning 4 Participants in the afternoon
Before & After the Bell – Anthem	15	\$270.75	15 Participants in the morning 15 Participant in the afternoon
Spring Intersession- Anthem WK1 & 2	18	0	Estimated Revenue: \$1,095
Spring Intersession- Florence WK1 & 2	24	0	Estimated Revenue: \$1,440
World Cup Soccer	47	6	Estimated Revenue: \$
Lil Tykes Kick Ball	16	4	Estimated Revenue: \$
Lil Tykes T-Ball	65	11	Estimated Revenue: \$2,348.50
Park Jam	0	0	Free Program
Adult Open Gym	97	0	Free Program
Teen Open Gym	97	0	Free Program
Special Events	Participants	Volunteers	Comments
Fishing Derby	1000		Free Event
Concert in the Park 3/7	80		Free Event
Concert in the Park 3/12	85		Free Event
Concert in the Park 3/19	0		Cancelled due to rain
Concert in the Park 3/26	110		Free Event
Easter Eggstravaganza	1500		Free Event

Facility Use Permits

Number of Facility Use Permits	Number of Bookings	Estimated Number of Participants
15	140	3,500

Fitness Center – Membership Package

Fitness Package Sales	Total	Revenue
Active Military	0	\$0
CCA Employees	6	\$90
DOC Employees	15	\$225
GEO Employees	8	\$120
Daily Fitness Pass	25	\$125
Non Resident 6 Months	0	\$0
Non Resident Annual	0	\$0
Non Resident Monthly	1	\$27
Resident 6 Months	3	\$270
Resident Annual	0	\$0
Resident Monthly	55	\$990
Sr. Non Resident 6 Month	0	\$0
Sr. Non Resident Annual	0	\$0
Sr. Non Resident Monthly	1	\$18
Sr. Resident 6 Months	2	\$120
Sr. Resident Annual	1	\$120
Sr. Resident Monthly	36	\$432
Total Memberships	153	\$2,537

Fitness Center – Classes

Program	Reg. in Month	Total	Revenue
Adult Self Defense	0	0	\$0
Karate for Kids I	7	0	\$175
Karate for Kids II	18	0	\$450
Exercise Class	2	0	\$20
Zumba	8	0	\$160
Total for Fitness Center	35	0	\$805

- Estimated member sign-ins throughout the month: 1,523
- Total membership packages sold in March: 153
- Fitness Center revenue for all March package sales: \$2,537
- Fitness Classes revenue for March: \$805
- Total March Revenue: \$3,342

Dorothy Nolan Senior Center

Programs	Participant	Type	Comments
Bible Study	11	Activity	
Bingo	114	Activity	
Birthday Cards	14	Service	
Staff cooked meals & Senior meals	82/23	Meals/Activity	
Breakfast	109	Meals/Activity	
CAHRA	36	Service	
Dinner Club	16	Meals/Activity	Outback Steakhouse
Blood Pressures	14	Service	
Pinal County Food Box	40		
Dental Clinic	16		
Diabetic Clinic	36		
Fitness Center	26	Health	
Games	132	Activity	Backspace 3, Yatzee, Skipbo, Dominoes, Cards, Scrabble, Cribbage, Phase 10, Wii games
Guardian Angel Installation	1	Service	
Hair Cuts	2	Service	
Exercise Class	78	Activity	
Home-Delivered Meals	236	Service	
Knitting & Crocheting	21	Activity	
Lost Meals	53	Service	
Medicare Advocate	3	Service	
Movie & Popcorn	9	Activity	
Rides Program	208	Service	208 trips to the Center, 70 errands, and 43 special events
Senior Donation Meals	23	Meals	Elks
Senior Hot Topics	19	Activity	
Shopping	5/15/10	Service	Anthem/Coolidge/Dollar Store
Telephone Reassurance Program	2	Service	
Volunteer Hours	37@331	Service	
Building Use	990	Service	
Men's Coffee Hour	13	Activity	
The Belles	30	Activity	

L&M Music-29, Spring Training Game-10, Music with Rudy-45, Bunco-12, State Prison trip-58, St. Patty's Day-30, AARP Taxes-76, Women's Hour-8, Extension Food Program-40, 55 Alive Driving Course-11, Gardening Class-14, Crafts- 1, Mariachi Festival-83, Caregivers Support Group-9, Angel Care Presentation-9, Prop 407-18

Accomplishments:

The center served 477 meals to 66 participants; we had 2 new senior participants this month.



FLORENCE POLICE

Monthly Report – March 2015



425 N. Pinal St. □ P.O. Box 988

Florence, AZ 85132

Phone: 520-868-7681 □ Fax: 520-868-0158



“The men and women of the Florence Police Department stand firm in our pursuit for justice and public trust. We will stay true to our mission of providing service and safety to our community with honor, respect, and integrity. We are committed to providing fair and equal treatment to those we encounter.”

The information contained in this report outlines significant information and activity within the Florence Police Department (FPD) during the month of March 2015. The monthly report is prepared for the Town Council’s review and furthermore for the use by FPD to examine the current activity within the department and community to identify short-term and long-term needs; along with developing plans for improvement to provide the highest level of service.

Personnel

Employee	Position	Effective
<i>New Hire</i>		
None		
<i>Resignations/Terminations</i>		
None		
<i>Vacancies</i>		
1 full-time	Police Officer	
1 full-time	Public Safety Dispatcher	

Chief of Police

The Chief of Police attended the following meetings during the month of March:

- Town Council Meetings
 - Management Team Meetings
 - Weekly FPD Supervisors Meetings
 - ACTT FA-2 Planning Meeting
 - Operation Stonegarden Grant Program Meeting
 - Road to Country Thunder Meeting
 - Florence Emergency Group Meeting
 - Community Board Meeting with Behavioral Systems Southwest
-

Administrative/Support Services

Communications

Below is a table that shows the total calls for service handled by FPD dispatchers during the month of March. The numbers are shown by the incident locations and how the incident was reported.

How Calls Are Received, Totals by How Received				
	FP1	FP2	FP3	TOTAL
911 Line	59	15	26	100
Crime Stop Line	0	0	0	0
Officer Report	194	100	247	541
In Person	68	2	10	80
Radio Transmission	4	1	4	9
State TT/NLETS	0	0	0	0
Telephone	171	73	103	347
TOTAL	496	191	390	1077

Property & Evidence

The following chart represents the major evidence activity during the month of March.

Crime Scene/Evidence			
Burglary	2	Firearms	2
Death	2	Lab	4
Drug	2	Property: Found	3
DUI	3	Property: Safekeeping	4
False Reporting	2	Returned to owner	2
Other	3	Disposal complete	

Criminal Investigations Unit

MONTHLY CASE LOG

Detective Helsdingen

Offense	Status
Person	Failure to follow lawful order & handicap parking. Charges filed.
Person	Agency assist completed for found stolen property inside a Town of Florence residence.
Person	Submitted additional charges for DUI hit and run.
Person	Submitted charges for DUI after receiving blood results.
Person	Case closed. Accidental drug overdose.
Person	Case closed. Suicide by single gunshot wound to chest.
Person	Case closed. Charges declined/unable to locate victim.
Person	Supplement on child abuse case. Medical records request.
Person	False reporting. Supplement and charges filed.
Person	False reporting. Supplement and charges filed.
Person	Supplement to ongoing hit and run fatality.
Narcotic	Bench warrant on open drug case.
Narcotic	Agency assist for a DUI driver and drug paraphernalia.
Narcotic	CCA Front – Felony charges filed on two inmates promoting prison contraband.

Miscellaneous Information

Ongoing managing of Stone Garden activity-FA2 attended monthly meeting. Implemented new requirements for April.
 Attended Pinal County Multi-agency Investigators meeting.
 Attended 2015 Annual Pinal County Child Abuse Conference
 Completed Contract with Pinal County Attorney on CI, and also met for a free talk.

Detective Gaston

Offense	Status
Person	Open pending further information
Person	Case closed. Accidental death by overdose.
Person	Sex offense case opened, received information, report taken.
Person	Sex offense closed. Sent to PCAO for charges.
Person	Sex offense case opened with continued investigation.
Person	Death by hit and run. Case open with continued investigation.
Person	Death-cause unknown. Case closed by FLPD and turned over to PCSO.
Agency Assist	Conducted a search warrant with PCSO on a Town of Florence residence. Case closed.
Search warrant	Case closed.

Miscellaneous Information

Attended Pinal County Multi-agency Investigators meeting.
 Attended the 2015 Pinal County Child Abuse Conference in Casa Grande.

Volunteers

The Florence Police Department volunteers continue to assist the Police Department through their tireless efforts. There were 19 active volunteers this month, 7 of which put in over 20 hours each. Their total volunteer hours for the month of March are 448.25 hours. Their tasks included desk reporting, fingerprinting, special details, funerals and assisting with transporting police vehicles for maintenance. The volunteers received training this month in patrol tactics and House Watches. The Victims Services Program has now responded to 10 calls since being activated.

Jacquelyn Hoagland the Volunteer Commander, continues to do an outstanding job. She has put in a total of 121 hours this month. A volunteer meeting was held on March 21st to discuss uniforms, house watches, exploring ideas to motivate inactive volunteers to reconnect with the program. The Guardian Angel Program has received several donations to purchase new equipment.

Operations/Patrol

Operations Lieutenant, Terry Tryon

The Operations Lieutenant attended the following meetings during the month of March:

- Town Council Meetings
- Management Team Meetings
- Weekly FPD Supervisors Meetings
- ACTT FA-2 Planning Meeting
- Operation Stonegarden Grant Program Meeting
- Road to Country Thunder Meeting
- Florence Emergency Group Meeting
- Body camera and shields at Oro Valley P.D.
- Florence Emergency Group Meeting at Florence Fire Department
- Community Board Meeting with Behavioral Systems Southwest

GOHS Grant:

The Department submitted a 2016 AATA (Arizona Automobile Theft Association) grant on March 18, 2015. If awarded, the AATA will supply the Department with a LPR (License Plate Reader) system. The AATA grant board is scheduled to review the grant application during its May meeting. According to AATA, the Florence Police Department will be the trial agency for the State of Arizona utilizing the first software based equipment to run from on-board cameras inside a patrol car.

The new DUI Tahoe was showcased at the Arizona Governor's Office of Highway Safety for pictures and a press release announcement on Friday, March 13, 2015. A DUI taskforce detail was executed during St. Patrick's Day weekend. The DUI Tahoe was assigned to Officer Mount on Friday, March 13; Officer Mount conducted 15 traffic stops in a 6 hour time-frame during the St. Patrick's Day detail.

For the month of March, Officer Mount conducted 46 traffic stops which resulted in 9 citations that were cite/release, 37 verbal warnings, 1 DUI drug, 1 DUI alcohol/drugs, and 1 warrant arrest.

The DUI statistics reported to GOHS for the month:

1 DUI Liquor/Vapors,
1 DUI w/bac of .08>,
1 extreme DUI-bac .15-.20,
1 super extreme > .20

Vehicles:

- The DUI vehicle was placed into service on March 13th.
- A 2014 Supervisor Tahoe caught on fire and is currently being reviewed by Southwest Risk and Panasonic to determine the cause.
- Decals were updated on some patrol vehicles to show the Police Department website address.
- A 2013 K-9 Tahoe needed the air conditioner repaired. This was under warranty at Garrett Motors.
- A transmission went out of a 2005 F-150 4X4 during the month of February and is back in service with no issues from the repairs. Total cost approximately \$800.00.

Training:

- On March 19, the Department was audited by Arizona Post for annual training requirements for sworn personnel. The audit found no deficiencies during the inspection process.
 - Touch DNA training was provided to (1) officer.
 - Officer Horn attended Surveillance and Plain Clothes Officer Safety on March 27.
 - Officer Acevedo and Officer Palmer attended Train the Trainer for Civilian Response to Active Shooter Incidents.
 - Officer Kakar provided training on Patrol Bicycle Safety.
 - The AZ Post driving simulator was provided to the Department for training during the week of March 9 -14.
 - Officer Locke completed ICS 100 for Law Enforcement training.
 - The Department was selected for a slot at AZ Post to provided training for a Supervisor in Dispatch.
 - Camera kits were inspected in (9) vehicles.
-
-

Traffic

Total number of citations issued for the month: 108 for 133 violations.

Directed Patrols

The Police Department conducted 1,255 Directed Patrols during March. Directed Patrols are a proactive, police-initiated, approach which focuses patrol resources on the places with highest risks of serious crime to increase crime prevention. Statistics have proven that an increased proactive patrol in high crime areas has decreased crimes.

Beat 1

Community Involvement and Education

During the month of March the following activities occurred:

332 Directed Patrols were conducted in Beat 1 for the month. Officers continued to conduct directed patrols in the apartment complexes, Florence Gardens, T.O. Village, Florence High School area and neighborhoods.

Officers continued to assist the Town of Florence by conducting Code Enforcement duties. Officer Palmer has been instrumental in assisting with code enforcement.

Officer Palmer continues to work on his duties as the Crime Prevention officer. He has been assisting with teaching Drivers Education at the high school; as well as stopping by the K-8 schools in Florence and Anthem to speak with the students. Officer Palmer is also available to perform security and safety checks on businesses and residential homes.

Special Events

Central Arizona College Rodeo March 13-15.
Warbirds of Florence March 14.
There were no unusual incidents at either event.

Significant Calls for Service

Two death investigations were performed which resulted in (1) hospice patient whom expired at home, and (1) natural death at home.

A burglary was reported on S. Pinal Parkway. The victim reported that she was moving out of her apartment when she noticed that a patio set and miscellaneous jewelry was missing. This case is still active, with possible suspects.

The Pinal County Narcotics Task Force conducted a search warrant on N. Warner Street which resulted in an arrest. A task force agent had to kill a vicious dog during the warrant.

There were 93 traffic offenses, resulting in 31 written citations, with 40 violations.

There were a total of 476 calls for service in Beat 1 for the month of March. This is an increase from 399 calls in February 2015. Calls for service are all calls that officers handle that include: self-initiated, dispatched, or traffic offenses.

There are 7 officers assigned to work Beat 1. This includes all shifts. A beat meeting was held with the assigned beat officers. Items discussed included: problem areas, and individuals who may be involved. Administration is working to develop a plan to activate bike patrols when manpower allows, and more proactive enforcement with zero tolerance.

Beat 2

Community Involvement and Education

Officers conducted 520 directed patrols at Heritage Park, McFarland State Park, Padilla Square Park, Silver King, 9th Street, Florence High School, Holiday Inn, and T.O. Village.

Officer Palmer conducted a security survey during March, and continues to monitor activity at Florence High School.

Special Events

Florence High School had Spring Break for the final two weeks of March. Heritage Park hosts birthday parties and sporting events. Padilla Square Park hosted four Thursday night concerts, and will continue "Concert in the Park" events in the coming months.

Significant Calls for Service

Two thefts were reported from students who attend Florence High School. One student reported a laptop was removed from a backpack while it was left unattended. The second student reported a cellular phone was taken while in the library. The suspect was identified as a friend of the victim. The phone was returned to the owner.

One report of shoplifting

Two vehicle accidents were reported with no major injuries.

There were 76 traffic offenses, resulting in 21 written citations with 22 violations, and 2 accidents.

There are 5 officers assigned to work Beat 2 that handled 188 calls for the month of March. This is an increase from 166 calls in February 2015. Calls for service are all calls that officers handle that include: self-initiated, dispatched, or traffic offenses.

Beat 3

During the month of March, officers conducted 403 directed patrols of businesses, schools and residences within Beat 3.

Community Involvement and Education

Sergeant Pankey attended the Anthem Parkside and Sun City Neighborhood Representative Committee March meeting. The neighborhood watch program, general crime activity in Beat 3 and regulations on operation of golf carts on the roadways were discussed.

Special Events

An Anthem Spring Festival was held on March 14, with approximately 3000 people in attendance. No incidents were reported.

Significant Calls for Service

A report of an infant death was received from the Florence Anthem Hospital. FLPD Detectives responded and determined the infant passed away at home outside of Florence jurisdiction. PCSO was contacted and took charge of the call.

A male committed suicide by a self-inflicted gunshot in the parking lot of Safeway in Florence Anthem. FLPD Detectives responded and processed the scene.

Two theft reports and one shoplifting report at the Anthem Safeway.

69 traffic offenses, resulting in 32 written citations with 43 violations, 1 DUI and 1 accident.

Training attended by Officers

Beat 3 team meeting was held March 25, where discussion and training was conducted on business and schools checks, directed patrols of businesses, vacant residences, schools and parks.

There are 3 officers assigned to Beat 3; six officers are assigned 1 day of the week; 4 officers assigned to the future Beat 4 assist in Beat 3. These officers handled a total of 372 calls for service.

K-9 Unit

Two officers are assigned to the K-9 Unit. A total of 5 vehicle stops were performed during March. The officers had six K-9 utilizations which resulted in narcotic seizures of 9 grams of marijuana and a small amount of methamphetamine.

Significant Calls for Service

- 1) PCSO Agency Assist on a traffic stop. K-9 Russ alerted in the rear of the vehicle to a marijuana pipe, a meth pipe, 2 baggies of marijuana and a small amount of methamphetamine.
 - 2) PCSO Agency Assist on a traffic stop. K-9 Russ alerted and 2 smoking devices were recovered.
-
-

Average Response Time to Calls for Service

6 Month Reporting Period: October 2014 to March 2015

	Oct	Nov	Dec	Jan	Feb	Mar
Priority 1	4:07	4:11	5:10	5:03	4:46	5:35
Priority 2	5:38	5:01	5:08	4:37	3:25	5:10
Priority 3	14:11	14:11	8:57	17:43	16:34	13:26
Priority 4	13:56	13:56	24:54	29:43	19:13	14:38

Definitions:

Priority 1 These priorities are those in which there is an imminent danger to life or major damage/loss to property or an in progress or just occurred major felony.

Priority 2 These priorities are those in which a crime in progress might result in a threat of injury to a person, or major loss of property or immediate apprehension of a suspect.

Priority 3 These priorities are those in which there is no threat of personal injury or major loss of property.

Priority 4 These priorities are those of a report nature only.

MARCH 2015
Count of Index Offenses

Classification of Offense	Offenses	Unfounded	Actual	Offenses	Juvenile
CRIMINAL HOMICIDE	0	0	0	0	0
a. Murder/Nonneg Manslaughter	0	0	0	0	0
b. Manslaughter by Negligence	0	0	0	0	0
FORCIBLE RAPE	0	0	0	0	0
a. Rape by Force	0	0	0	0	0
b. Attempt Forcible Rape	0	0	0	0	0
ROBBERY	0	0	0	0	0
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	0	0	0	0	0
ASSAULT	4	0	4	1	0
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	2	0	2	0	0
e. Other Assaults - Simple	2	0	2	1	0
BURGLARY	2	0	2	0	0
a. Forcible Entry	1	0	1	0	0
b. Unlawful Entry/No Force	1	0	1	0	0
c. Attempt Forcible Entry	0	0	0	0	0
LARCENY - THEFT	11	1	10	2	0
MOTOR VEHICLE THEFT	0	0	0	0	0
a. Autos	0	0	0	0	0
b. Trucks	0	0	0	0	0
c. Other Vehicles	0	0	0	0	0
GRAND TOTAL	17	1	16	3	0
Clearance(s) by Adult Arrest	3				
Clearance(s) by Juvenile Arrest	0				

**All data presented in this report is tentative until monthly audit is complete.

Public Works Monthly Report March 2015

Administration

- Completed data to MAG on Highway Performance Monitoring System Data for Florence.
- Attended MAG Street and Specifications Committee meetings.
- Met weekly with Baxter Design Group to discuss plan reviews, submittals, and engineering and inspection topics at Anthem at Merrill Ranch.
- Started review and preparing comments to Draft Underground Injection Permit at Florence Copper Project
- Reviewed Franklin Road Abandonment Exhibit.
- Provided comments in regards to Willow Street Tree Project.
- Provided technical assistance to Territory Square for street lighting requirements.
- Attended PCWAA monthly meeting.
- Assisted in response to status of Hunt Highway in regards to jurisdictional responsibilities of maintenance within County and Town limits.
- Provided input on SCID water availability and needs on Giles property.
- Reviewing Floodplain Management Regulation Updates.

Engineering

- Responded to comments at Diversion Dam/SR79 with County for San Carlos Irrigation Project.
- Provided standards and street lighting criteria for Territory Square Phase I on adjacent streets.
- Started design of foundations for Banner Poles at 1st and Main Streets.
- Continued structural inspection of Spirit Way North Concrete Arches over the Walker Butte Wash. Structural deficiency in design, special inspection and construction found. Deficiency list sent to Pulte for resolution.
- Unit 9 provided asphalt treatment to resolve deficient air void issue in surface course.

Streets

- Adjusted installation of two (2) radar speed limit warning signs for Police Dept.
- Provided water truck with driver at rodeo grounds for College Rodeo for Parks and Recreation Dept.
- Some key staff attended Traffic Incident Management Responder Course by Federal Highway Administration.
- Notified Pulte of sidewalk deficiencies on Spirit Way Loop and safety barricade deficiency in Spirit Way 2 and 4.
- Continued City of Mesa Gas Line Project at Attaway/Judd Roads, including punch list for Phase I.
- Performed blue stakes for storm drain locations.

- Performed scheduled street sweepings.
- Performed maintenance on unpaved roads: Christensen Road, Canal Road, Hiscox Lane and Old Kelvin Highway.
- Reviewing and issuing right-of-way permits and follow-up inspections.
- The patch truck crew worked on street and sidewalk maintenance and water/sewer repair patches, landscaping in right-of-way.
- Crews worked on cleanups, mowing, spraying weeds, storm drain cleaning and trimming trees.

Fleet Maintenance

- Performed preventative maintenance on 25 Town vehicles and made various repairs on 36 Town vehicles.

Facility Maintenance

- Continued prefabrication of veranda handrail at Silver King.
- Investigated structural crack at Fire Department Bay floor and recommended it be sealed. Researching engineered products for use; to be continued when resources are available.
- Minor plumbing activities took place at various facilities throughout Town, including replacement of accessories.
- Installed conference table in Administration Conference Room.
- Completed Air balance testing at Town Hall
- Repairs made to waste piping, vents, and restroom walls to eliminate odor problem.
- Air conditioning repairs made at Silver King within Fudge Shop.
- Repaired flush valve in restroom at Town Hall.

Sanitation

- Corresponded with Contractor Administrator and RAD on commercial, non-commercial and other accounts.
- Completed commercial service reconnaissance for sanitation services.
- Four (4) tons of brush was hauled to the Transfer Station.

Cemetery

- Fourteen (14) inquiries on cemetery plots were discussed.
- Two (2) plots were sold.
- Continuing investigating monument placement at Cemetery for rules/regulation, building safety and right-of-way issues.
- Started investigation of potential improper internment in possible previously committed lots.



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MEMORANDUM

To: Charles Montoya, Town Manager
Cc: Lisa Garcia, Deputy Town Manager
From: John V. Mitchell, Utilities Director
Date: April 22, 2015
Subject: Utilities Department Monthly Report

- Sun Western Contractor is continuing work on Well 3B. Project expected to be completed in April 2015.
- Apache Underground and Excavation has one item of work on Bailey Street remaining – remove and replace one ADA ramp at Bailey & 10th. A final change order will be placed on agenda for May 18th, and final payment will be processed.
- Carrier Construction continuing work on the SWWTP effluent pump station/chlorine modifications/administration building project. Work expected to be complete in June 2015.
- A preconstruction meeting was held with Garney Companies for the South WWTP Filtration System Project on March 4, 2015. Project duration will last until January 2016. Filters have been ordered.
- Garney Companies continues work on the north Florence water tank. Tank and booster pump station should be complete mid-May. Project completion will occur in July 2015.
- Apache Underground has one service line remaining for their work in installation of water improvements between the High School and Adamsville Road. DBA has mobilized for final pavement operations. Final pavement is scheduled for April 25th. Staff has ordered signs for speed humps and will paint the chevrons.
- Staff is working with ADOT on the Main Street Extension/SR 79 intersection.
 - Visus will be issued notice to proceed effective May 11th. Project will be completed in approximately 4 weeks following NTP.
 - Plans have been issued to ADOT for the intersection work. Staff is awaiting final approval
- Staff is working with ADOT on the Diversion Dam Road/SR 79 intersection.
 - SCIDD & ADOT are resolving issue of prior rights for work in intersection. Staff continues to work with both parties on resolution.
 - Work by RK Sanders has not begun.
- Staff processing contracts for work on Ruggles/Willow waterline, SWWTP Lagoon Closure; Well 2; and FS 2 Traffic Signal.