

**TOWN OF FLORENCE
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, NOVEMBER 17, 2014, 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:** Mayor Rankin___; Vice-Mayor Smith___;
Councilmembers: Tom Celaya___; Bill Hawkins___;
Ruben Montaña___; Tara Walter___; Vallarie Woolridge___

3. INVOCATION

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 HEARING AND PRESENTATION

- a. **Public Hearing on** Resolution No. 1485-14: and for Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A CONDITIONAL USE PERMIT TO ALLOW FOR PUBLIC UTILITY BUILDINGS, STRUCTURES AND FACILITIES FOR PUBLIC SERVICE USES ON A NEIGHBORHOOD MULTI-FAMILY (R-2) ZONED PROPERTY LOCATED AT 3949 NORTH IOWA AVENUE, FLORENCE, ARIZONA, AKA, APN 200-71-2400.(CASE PZC-29-14-CUP).
- b. Presentation by Greater Florence Chamber of Commerce recognizing River Bottom Grill as the Business of the Month.

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. **Authorization to enter** into Intergovernmental Agreement Number 2014-03 regarding reimbursement of overtime and overtime employee-related

expenses incurred due to the Florence Police Department's participation in the Pinal County Narcotics Task Force's Arizona Criminal Justice Commission Grant # DC-15-010.

- b. **Authorization to purchase** Musco's Light-Structure Green system from Musco Sports Lighting, LLC, in an amount not to exceed \$94,569.00, for the Heritage Park Ball Field Lighting Project.
- c. **Authorization to enter** into a contract with Spectra Electrical Services, for installation of sports lighting equipment in an amount not to exceed \$48,553.00, for the Heritage Park Ball Field Lighting Project.
- d. **Authorization to award** a contract to Overton Builders for tenant improvements to 224 W. 20th Street office building, in an amount not to exceed \$74,950.00.
- e. **Acceptance of funds** from the Firehouse Subs Public Safety Foundation, in the amount of \$12,588.80, to purchase emergency rescue equipment.
- f. **Authorization to approve** and execute the Streetlight Pole Use License, Streetlight Energy and Streetlight Maintenance Agreements with Arizona Public Service.
- g. **Approval of a Special** Event Liquor License for Caliente Casa de Sol for their Annual New Year's Eve dance on December 31, 2014, from 4:00 pm to 12:00 am.
- h. **Approval of awarding** a contract to AME Electrical Contracting Inc., in an amount not to exceed \$25,955.00.
- i. Approval of the **October 6,** and **October 20, 2014** Town Council minutes.
- j. Receive and file the following board and commission minutes:
 - i. **August 27, 2014** Historic District Advisory Commission minutes
 - ii. **September 17, 2014** Joint-Use Library Advisory Board minutes.
 - iii. **March 25, April 24, June 10** (Joint meeting with Library Advisory Board), and **July 24, 2014** Parks and Recreation Advisory Board minutes.

8. NEW BUSINESS

- a. **Canvas of the 2014** General Election and Discussion/Approval/Disapproval of Resolution No. 1487-14: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 4, 2014.
- b. **Discussion/Approval/Disapproval** of issuing a Notice of Award and enter into a contact with Apache Underground & Excavation, for the Bailey Street

and 12th Street Waterline Improvement Project, in an amount not to exceed \$479,334.00.

- c. **Resolution No. 1488-14:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, 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 (ACCEL REFUNDING PROJECT), SERIES 2014, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,000,000 TO REFUND THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF PHOENIX 501(C)(3) REVENUE BONDS (ACCEL PROJECT), SERIES 2009.
- d. **Resolution No. 1489-14:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, 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 REVENUE BONDS (VIRGINIA WELLNESS PROJECT), SERIES 2014, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$5,000,000 TO FINANCE THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF HEALTH CARE FACILITIES FOR VIRGINIA WELLNESS, LLC.

9. **WORK SESSION** ON STATE-IMPOSED EXPENDITURE LIMITATION; AND SPECIAL ELECTION IN MAY 2015.

10. **MANAGER'S REPORT**

11. CALL TO THE PUBLIC


12. CALL TO THE COUNCIL

13. ADJOURNMENT

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 NOVEMBER 14, 2014, 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: November 17, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution No. 1485-14: North Florence Tank Site (PZC-29-14-CUP)		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" 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. 1485-14 for a proposed Conditional Use Permit to allow for public utility buildings, structures and facilities for public service uses on a Neighborhood Multi-Family (R-2) zoned property.

REQUEST:

A Conditional Use Permit request by the Town of Florence to allow for public utility buildings, structures and facilities for public service uses on a Neighborhood Multi-Family (R-2) zoned property located at 3949 North Iowa Avenue, Florence, Arizona, AKA, APN 200-71-2400. More specifically, this request is directly related to an additional water storage facility (tank) proposed on the subject site that has been previously reserved and developed for municipal utility and telecommunications purposes.

BACKGROUND/DISCUSSION:

Vista Hermosa is a retirement community in the northwest portion of Florence, Arizona, adjacent to State Highway 79/Pinal Parkway. This quaint area is mostly composed of retirement communities and partially surrounded by State land to the north and east, the Florence Military Reservation to the east and Florence Gardens retirement community to south. Currently, 103 condominium style homes exist around the Town's parcel (Vista Hermosa Unit 1-A, Tract B).

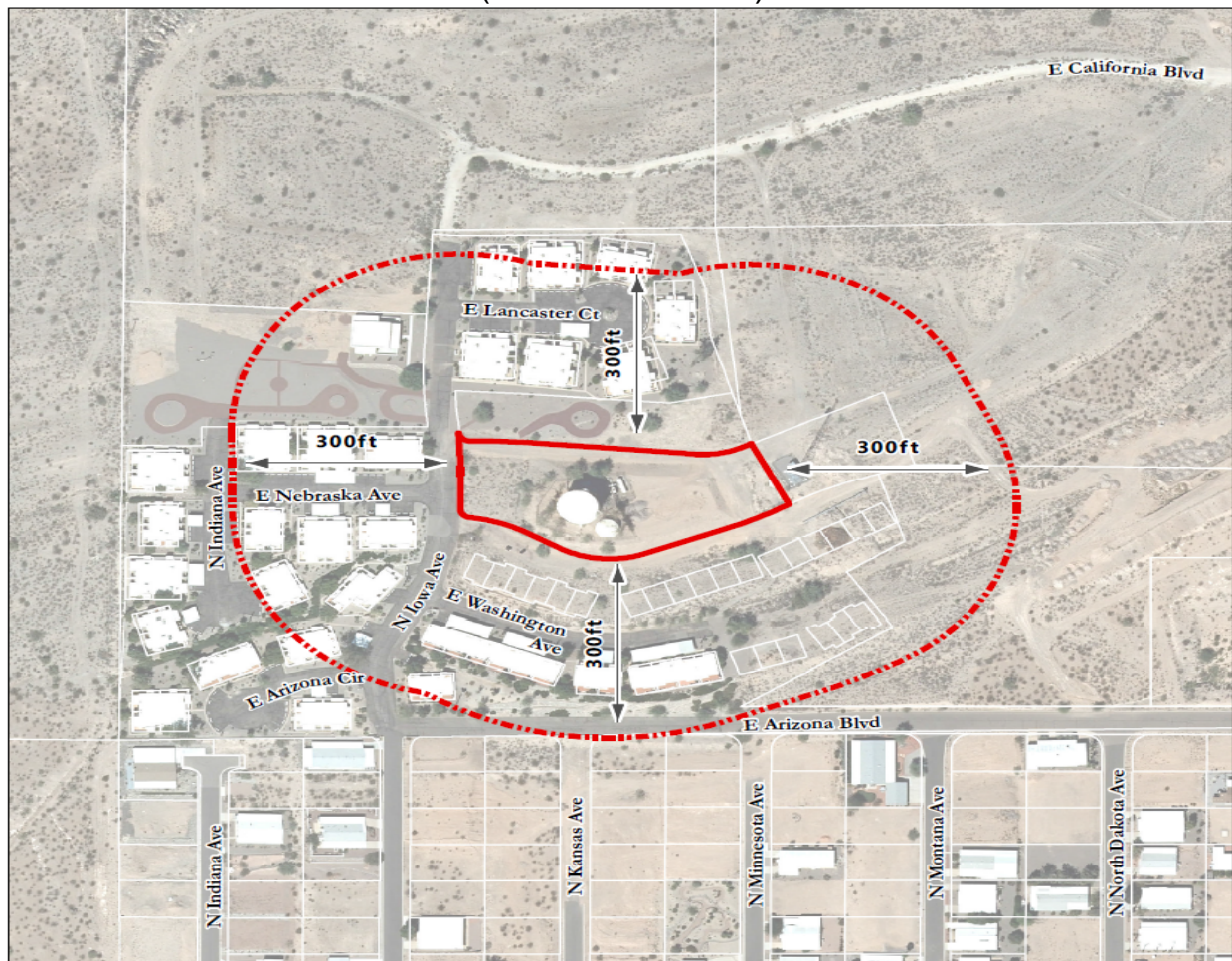
The subject parcel is approximately 1.45 acres in size and has been utilized by the Town of Florence for public infrastructure for several decades. This fairly remote area is zoned as Neighborhood Multi-Family (R-2) Zoning District.

The Town of Florence owns the subject parcel and some of the parcels in close proximity to the site. For several years, the Town has housed a water tank, police wireless communication tower and other public infrastructure equipment in this area to provide services to the Florence Gardens area, including Vista Hermosa.

Several years ago, Town owned parcels were traded to Vista Hermosa to obtain the subject 1.45 acres of land. The land trade helped to clear up some parcel boundary and ownership issues. This decision accompanied the replatting of Vista Hermosa within the Florence Garden area on June 6, 2009. The re-plat clearly defines Town property and Vista Hermosa Home Owner's Association (HOA) owned property. This said re-plat is attached to this report to provide clarity.

The Town has an obligation to improve and maintain infrastructure within the Town in order to provide reliable service presently and for the future. Therefore, the Town of Florence is proposing to add the additional water storage facility (tank) to the subject site that has previously been reserved and developed for municipal utilities.

Vicinity Map
(With 300' Buffer)



ANALYSIS:

The Town of Florence presents a Conditional Use Permit with the intent to allow for additional public utility buildings, structures and facilities for public service uses on a Neighborhood Multi-Family (R-2) zoned property located at 3949 North Iowa Avenue, Florence, Arizona,

Currently, the Town of Florence has two water systems for their service area and each of these systems can run independently from one another. Town water systems have a total of six wells, along with a 2.5 million gallon water storage capacity. They service an average of 2,650 meters and staff conducts a number of regulatory tests and analytical processes to ensure the safety and quality for its users.

Staff contends that, pursuant to Town's efforts to improve and update existing infrastructure within the Vista Hermosa and Florence Gardens area, this Conditional Use Permit is vital to Town's ability to provide continuous service to the said area.

When the Planning and Zoning Commission and Town Council consider a Conditional Use Permit request, the applicant must show the following:

A. The site of the proposed use and the surrounding land uses;

Finding:

The site is currently zoned Neighborhood Multi-Family (R-2) and, per the Town of Florence Development Code Title XV: Land Usage Chapter 150: Public utility buildings, structures or appurtenances for public service uses are an allowed use on a Neighborhood Multi-Family (R-2) Zoning District with an approved Conditional Use Permit (CUP).

Staff contends that the new proposed water tank will be smaller to the existing water tank in design and will accommodate up to 600,000 gallons of potable water that will be used to continue adequate water service to the residents and community at large.

Additional Town equipment is already in use on the site that includes a police wireless communication tower, located on the existing water tank, and the possibility of additional office/equipment may be utilized in the near future.

Surrounding Land Uses and Zoning Districts:		
	Zoning Classification	Existing Use
North	Neighborhood Multi-Family (R-2)	Residential
East	Manufactured Home Subdivision (MHS)	Vacant Land
South	Neighborhood Multi-Family (R-2)	Residential
West	Neighborhood Multi-Family (R-2)	Residential
On-Site	Neighborhood Multi-Family (R-2)	Residential

B. Access to the site; and

Finding:

Vehicular access to the site is provided by a privately maintained street (Iowa Avenue). Town has been granted permission to use this access point by a blanket easement which was approved by Town Council, June 6, 2009, which states the following:

“A blanket easement across all private streets and open areas shall be dedicated for public services, utilities and emergency vehicles. Public utility facilities easements are hereby dedicated to the public upon, over under, across and throughout those areas designated as a “Blanket Easement” for the installation, maintenance, repair and removal of underground utilities including but not limited to water, sewer, gas, electric and telecommunications. Ingress/egress access is also dedicated for the purposes of access to the utilities and other municipal services purposes. Maintenance of the areas subject to such public utility facility easements shall be the responsibility of the Vista Hermosa Homeowner’s Association.”

Staff notes that only one access point will be necessary to accommodate access to the Town site; however, additional access points have been contemplated with the growth of the surrounding Town owned area and will be built out in future phases.

The utility department will also add the following design and security features to the site:

- A six foot CMU wall to enclose the entire location and provide added security.

- Security fencing is to be placed inside the brick fenced area outside of the public view.
- Rolled gate opening for vehicular access.
- All weather access roads within the site for emergency vehicles access.
- No landscaping is being proposed at this time.

C. The impact on adjoining and surrounding property if the application is approved.

Finding:

The evaluation of potential impacts of a conditionally permitted use to adjoining and/or surrounding properties is a factor that requires careful consideration. In general, a conditionally permitted use is a use that might work at one location within a given zoning district, but might be inappropriate at another location within the same zoning district.

Staff contends that no potential compatibility issues have been presented to the Town regarding allowing this use. The Town has established the subject location for the current water tank and communication tower in order to continue to provide adequate water service to Vista Hermosa and Florence Gardens residents.

In making its recommendation, the Planning and Zoning Commission and Town Council may include conditions that are deemed necessary to protect the public health, safety, and general welfare. These conditions may include, but are not limited to:

1. Regulation of use
2. Special yard requirements
3. Special buffers, fences or walls
4. Special parking areas
5. Street dedications and/or improvements or appropriate bonds
6. Regulation of access points
7. Sign restrictions
8. Required maintenance of yard
9. Regulations of odors, noise, light or other special environmental factors
10. Restrictions of hours of activity
11. Duration of use
12. Completion of development
13. Other conditions that will make the proposed use more compatible and harmonious with the surrounding land uses. In no case, however, shall these conditions be less restrictive than those found in the existing zoning classification.

In addition to any of the above special conditions, the Planning and Zoning Commission and Town Council shall impose the following general requirements on every Conditional Use Permit that is granted:

1. No Conditional Use approval shall be final until all conditions imposed have been met.
2. All of the special conditions shall constitute restrictions that run with the land and that shall be binding upon the owner of the land, successors or assigns.
3. The special conditions imposed by the Planning and Zoning Commission and/or Town Council shall be consented to in writing by the applicant prior to issuance of a Conditional Use Permit.
4. The Resolution of the Town Council granting the application together with all consent forms shall be recorded by the recorder of Pinal County.

STAFF FINDINGS:

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

1. Per the Town of Florence Development Code, public utility buildings, structures or appurtenances for public service uses are an allowed use on a Neighborhood Multi-Family (R-2) Zoning District with an approved CUP subject to complying with applicable locational criteria.
2. Access and circulation for the subject use conform to applicable codes.
3. The subject use is consistent with the Town of Florence 2020 General Plan.
4. The subject site meets minimum locational criteria for public utility buildings, structures or appurtenances for public service uses.
5. There is no evidence to suggest that this use would have a negative impact on adjacent or surrounding land uses if the CUP is properly conditioned and the use complies with all applicable local ordinances and state statutes.

PUBLIC PARTICIPATION:

A public notification effort has occurred for this CUP application and staff notes that there have been no objections expressed on this proposed CUP. There were some inquiries and questions from neighbors, but all questions have been addressed. It is noted though that staff is working with the Vista Hermosa Home Owner's Association to ensure they have knowledge of this project and their concerns, if any, are addressed.

Town Staff has complied with all applicable Town requirements and Arizona Revised Statutes regarding public participation. Public 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 for a Conditional Use Permit was posted on the site per Town requirements. Advertisements in the local Town paper have been posted 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 CUP.

The schedule for Planning and Zoning and Town Council meetings for this case are as follows:

October 16, 2014 Planning and Zoning Public Hearing

November 17, 2014 Town Council Public Hearing and Action

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

FINANCIAL IMPACT:

The current fiscal year Capital Improvement Project budget identifies \$2,600,000 is available for this project. The current engineer's construction estimate is approximately \$2,400,000.

RECOMMENDATION:

The Planning and Zoning Commission has found that the proposed application for a CUP request by the Town of Florence to allow for public utility buildings, structures and facilities for public service uses on a Neighborhood Multi-Family (R-2) zoned property is in compliance with the Town's General Plan and is in the interest of general welfare, health and safety of the public. By approval of the CUP, the Town Council thereby accepts the findings made on this request. The Planning and Zoning Commission has forwarded a unanimous favorable recommendation on the CUP case to the Mayor and Town Council, subject to the following conditions:

1. Final plans for grading, drainage and applicable public utility improvements are subject to the review and approval of the Town Engineer.
2. The development of the subject site shall be in conformance with any applicable Town Codes, Ordinances, Building Codes and Fire Codes.
3. Any additional conditions deemed necessary by the Town Council.

ATTACHMENTS:

Resolution No. 1485-14
Application
Exhibit A
Utilities Project Packet
Vista Hermosa Unit I-A Re-plat

RESOLUTION NO. 1485-14

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A CONDITIONAL USE PERMIT TO ALLOW FOR PUBLIC UTILITY BUILDINGS, STRUCTURES AND FACILITIES FOR PUBLIC SERVICE USES ON A NEIGHBORHOOD MULTI-FAMILY (R-2) ZONED PROPERTY LOCATED AT 3949 NORTH IOWA AVENUE, FLORENCE, ARIZONA, AKA, APN 200-71-2400.(CASE PZC-29-14-CUP).

WHEREAS, a Conditional Use Permit has been proposed and a public hearing has been held by the Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission of the Town of Florence has considered all public comments made at their hearing; and

WHEREAS, a Conditional Use Permit has been submitted by The Town of Florence to allow for public utility buildings, structures and facilities for public service uses on a Neighborhood Multi-Family (R-2) zoned property located at 3949 North Iowa Avenue, Florence, Arizona. More specifically, this request is directly related to an additional water storage facility (tank) proposed on the subject site that has been previously reserved and developed for municipal utility and telecommunications purposes; and

WHEREAS, the property's Neighborhood Multi-Family (R-2) Zoning District allows public utility buildings, structures or appurtenances for public service uses with an approved Conditional Use Permit; and

WHEREAS, the Planning and Zoning Commission of the Town of Florence has forwarded the Mayor and Town Council a favorable recommendation on this case; and

WHEREAS, said proposal has been considered by the Mayor and Council and the Conditional Use Permit has been found to be appropriate and thereby should be imposed, and further found to promote the welfare of the residents of the Town of Florence and its orderly growth.

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

1. The Planning and Zoning Commission of the Town of Florence has made the following findings:
 - a. Per the Town of Florence Development Code; public utility buildings, structures or appurtenances for public service uses are an allowed use on a Neighborhood Multi-Family (R-2) Zoning District with an approved

Conditional Use Permit subject to complying with applicable locational criteria.

- b.** Access and circulation for the subject use conform to applicable codes.
 - c.** The subject use is consistent with the Town of Florence 2020 General Plan.
 - d.** The subject site exceeds minimum locational criteria for Public utility buildings, structures or appurtenances for public service uses.
 - e.** There is no evidence to suggest that this use would have a negative impact on adjacent or surrounding land uses if the Conditional Use Permit is properly conditioned and the use complies with all applicable local ordinances and state statutes.
- 2.** The Mayor and Council of the Town of Florence, Arizona, approve the Conditional Use Permit request, subject to the following special conditions that are deemed necessary to protect the public health, safety and general welfare:
 - a.** Final plans for grading, drainage and applicable public utility improvements are subject to the review and approval of the Town Engineer.
 - b.** The development of the subject site shall be in conformance with any applicable Town Codes, ordinances, Building Codes and Fire Codes.
- 3.** The Mayor and Council of the Town of Florence approve the Conditional Use Permit request, subject to the following general conditions:
 - a.** No Conditional Use Permit approval shall be final until all conditions imposed have been met.
 - b.** All of the special conditions shall constitute restrictions which run with the land and which shall be binding upon the owner of the land, successors or assigns.
 - c.** The special conditions imposed by the Planning and Zoning Commission and/or Town Council shall be consented to in writing by the applicant prior to issuance of a Conditional Use Permit.
 - d.** The resolution of the Council granting the application together with all consent forms shall be recorded by the Pinal County Recorder.
- 4.** This Conditional Use Permit shall be recorded within thirty days of Mayor and Council's approval of said Conditional Use Permit.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 17th day of November, 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

APPLICATION FOR CONDITIONAL USE PERMIT

PROJECT NAME: North Florence Tank Site

REQUEST TYPE: WCF Other Time Extension

1. Property Owner: Name: Town of Florence
Address: 775 North Main Street
 Florence, AZ 85132
Phone: 520-868-7542 Fax: _____
Email: Gilbert.Olgin@Florenceaz.gov


2. Applicant/Developer: Name: Town of Florence
Address: 775 North Main Street
 Florence, AZ 85132
Phone: 520-868-7542 Fax: _____
Email: Gilbert.Olgin@Florenceaz.gov

3. Address or Location of Property: A Conditional Use Permit request by the Town of Florence to allow for public utility buildings, structures and facilities for public service uses on a Neighborhood Multi-Family (R-2) zoned property located at 3949 North Iowa Avenue, Florence, AZ, AKA, APN 200-71-2400.

4. Tax Parcel Numbers: APN 200-71-2400

Gross/Net Acres: 1.45 Zoning: Neighborhood Multi-Family (R-2)

5. Request Details: This request is directly related to an additional water storage facility (tank) proposed on the subject site that has been previously reserved and developed for municipal utility and telecommunications purposes.

 8/11/14
SIGNATURE OF PROPERTY OWNER or REPRESENTATIVE DATE

FOR STAFF USE ONLY:

CASE NO. <u>PZC-29-14-CUP</u>	APPLICATION DATE AND TIME <u>8/2/2014</u>
PERMIT NO. _____	FEE \$ <u>N/A</u>
PZ HEARING DATE <u>9/4/2014 continued 10/16/2014</u>	
TC HEARING DATE <u>11/17/2014</u>	REVIEWED BY: <u>Gilbert Olgin</u>
RECOMMENDATION: APPROVAL	DISAPPROVAL

Exhibit A: Parcel 200-71-2400

USA-20-0070



Town of Florence



Site Location Parcel Lines

Town Limits

200-31-7010

E California Blvd

200-78-0010

200-78-0020

200-78-011A

E Lancaster Ct

200-78-011A

200-78-0030

200-71-2390

200-78-0050

200-71-2400

200-78-0040

N-Indiana-Ave

E-Nebraska-Ave

N-Iowa-Ave

E Washington Ave

E Arizona Cir

N-Kansas Ave

E-Arizona-Blvd

Montana Ave

200-78-0060

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.

10/7/2014 2014-29



VISTA HERMOSA UNIT I-A REPLAT OF

CASITA HERMOSA II UNIT I-A, CABINET A, SLIDE 148 LOCATED IN A PORTION OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA

VICINITY MAP:



STATE OF ARIZONA } ss 1 of 2
COUNTY OF PINAL } 2009-043653
I hereby certify that the within instrument is filed in the official records of this County in Survey No. _____
Date: 6-1-09 Request of: Diana M. Florence
Witness by hand and official seal. Laurs Reynolds Pinal County Recorder
By: M. H. ... Deputy

NOTES

- 1) A BLANKET EASEMENT ACROSS ALL PRIVATE STREETS AND OPEN AREAS SHALL BE DEDICATED FOR PUBLIC SERVICES, UTILITIES AND EMERGENCY VEHICLES. PUBLIC UTILITY FACILITIES EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, UNDER, ACROSS, AND THROUGHOUT THOSE AREAS DESIGNATED AS A "TOLMARKET EASEMENT" FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL OF UNDERGROUND UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SEWER, GAS, ELECTRIC, AND TELECOMMUNICATIONS. INGRESS/EGRESS ACCESS ARE ALSO DEDICATED FOR THE EXPRESS PURPOSES OF ACCESS TO THE UTILITIES AND OTHER MUNICIPAL SERVICES PURPOSES. MAINTENANCE OF THE AREAS SUBJECT TO SUCH PUBLIC UTILITY FACILITY EASEMENTS SHALL BE THE RESPONSIBILITY OF THE VISTA HERMOSA HOMEOWNER'S ASSOCIATION.
- 2) ALL CONDOMINIUM FOOTPRINTS ARE OF ACTUAL FIELD TIED LOCATIONS. ALL OTHER OPEN SPACE IS TO BE MAINTAINED BY VISTA HERMOSA HOMEOWNER'S ASSOCIATION INC.
- 3) ALL OFFSETS TO PROPERTY LINES ARE PERPENDICULAR TO THE BOUNDARY LINE OR STREET CENTERLINE UNLESS OTHERWISE SHOWN.
- 4) ALL RECORDED BEARINGS HAVE BEEN ROTATED 00'08"30" TO MATCH A PREVIOUSLY APPROVED COORDINATE SYSTEM FOR THE TOWN OF FLORENCE.
(R1) CASITA HERMOSA II, UNIT I, RECORDED IN PINAL COUNTY RECORDERS OFFICE IN CABINET A AT SLIDE 128.
(R2) CASITA HERMOSA II, UNIT I-A, RECORDED IN PINAL COUNTY RECORDERS OFFICE IN CABINET A AT SLIDE 148.
(R3) FLORENCE GARDENS UNIT B, RECORDED IN PINAL COUNTY RECORDERS OFFICE IN BOOK 16, PAGE 49.
- 5) ALL PRIVATE STREETS ARE OWNED AND MAINTAINED BY VISTA HERMOSA HOMEOWNERS ASSOCIATION

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA. SAID BEARING = FROM A FOUND GLO BRASS CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION TO A FOUND GLO BRASS CAP MARKING THE SOUTH QUARTER CORNER BEARS NORTH 89°17'29" EAST.

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND GENERAL LAND OFFICE BRASS CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 13, FROM WHICH A FOUND GENERAL LAND OFFICE BRASS CAP MARKING THE WEST QUARTER CORNER BEARS NORTH 00°35'35" EAST, A DISTANCE OF 2623.56 FEET AND FROM WHICH A FOUND GENERAL LAND OFFICE BRASS CAP MARKING THE SOUTH QUARTER CORNER BEARS NORTH 89°17'29" EAST, A DISTANCE OF 2633.17 FEET;
THENCE NORTH 40°13'08" EAST, A DISTANCE OF 688.72 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89°57'21" WEST, A DISTANCE OF 48.21 FEET TO A FOUND 3/4" REBAR WITH TAG RLS #27233;
THENCE NORTHERLY 136.89 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 769.29 FEET AND A CENTRAL ANGLE OF 10°17'45", WHOSE CHORD BEARS NORTH 01°31'52" WEST, A DISTANCE OF 136.71 FEET;
THENCE NORTH 03°15'52" EAST, 181.97 FEET;
THENCE SOUTH 88°26'58" EAST, A DISTANCE OF 40.95 FEET;
THENCE NORTH 89°30'00" EAST, A DISTANCE OF 285.69 FEET;
THENCE SOUTH 18°44'44" EAST, A DISTANCE OF 94.85 FEET;
THENCE SOUTH 04°35'17" EAST, A DISTANCE OF 81.14 FEET;
THENCE SOUTH 16°50'23" EAST, A DISTANCE OF 137.84 FEET;
THENCE SOUTH 18°50'28" EAST, A DISTANCE OF 49.61 FEET TO A FOUND 3/4" REBAR WITH TAG RLS #27233;
THENCE SOUTH 25°47'34" EAST, A DISTANCE OF 113.34 FEET TO A FOUND 3/4" REBAR WITH TAG RLS #27233;
THENCE NORTHEASTERLY 102.52 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 514.27 FEET AND A CENTRAL ANGLE OF 11°25'17", WHOSE CHORD BEARS NORTH 65°37'03" EAST, A DISTANCE OF 102.35 FEET;
THENCE NORTH 71°19'44" EAST, A DISTANCE OF 24.96 FEET TO A FOUND 3/4" REBAR WITH TAG RLS #27233;
THENCE SOUTH 17°08'58" EAST, A DISTANCE OF 117.82 FEET TO A FOUND 3/4" REBAR WITH TAG RLS #28739;
THENCE SOUTH 56°14'30" WEST, A DISTANCE OF 92.24 FEET;
THENCE SOUTH 33°45'30" EAST, A DISTANCE OF 110.06 FEET TO A FOUND 3/4" REBAR WITH TAG RLS #27233;
THENCE WESTERLY 208.43 FEET, A DISTANCE OF 258.46 FEET;
THENCE NORTH 00°07'25" EAST, A DISTANCE OF 68.50 FEET;
THENCE NORTH 23°34'33" WEST, A DISTANCE OF 90.24 FEET;
THENCE WESTERLY 208.43 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 265.00 FEET AND A CENTRAL ANGLE OF 45°16'52", WHOSE CHORD BEARS SOUTH 89°03'58" WEST, A DISTANCE OF 204.02 FEET;
THENCE NORTH 88°17'36" WEST, A DISTANCE OF 130.44 FEET;
THENCE NORTHWESTERLY 24.09 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 92°01'07", WHOSE CHORD BEARS NORTH 22°17'03" WEST, A DISTANCE OF 21.58 FEET TO THE BEGINNING OF A REVERSE CURVE;
THENCE NORTHEASTERLY 72.63 FEET ALONG SAID REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET AND A CENTRAL ANGLE OF 23°07'06", WHOSE CHORD BEARS NORTH 12°09'58" EAST, A DISTANCE OF 72.14 FEET;
THENCE NORTH 00°36'25" EAST, A DISTANCE OF 111.00 FEET;
THENCE NORTHWESTERLY 82.94 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1080.00 FEET AND A CENTRAL ANGLE OF 04°28'59", WHOSE CHORD BEARS NORTH 01°38'05" WEST, A DISTANCE OF 82.92 FEET TO THE POINT OF BEGINNING.
CONTAINING 6.998 ACRES, MORE OR LESS.

DEDICATION:

STATE OF ARIZONA } ss
COUNTY OF MARICOPA }
KNOW ALL MEN BY THESE PRESENTS: THAT VISTA HERMOSA HOMEOWNER'S ASSOCIATION, INC., AND THE TOWN OF FLORENCE AS TRUSTEE, HAS SUBDIVIDED UNDER THE NAME OF VISTA HERMOSA UNIT I-A, A PORTION OF SECTION 13, T.4S., R.9E., OF THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA AS SHOWN PLATTED HEREON AND HEREBY PUBLICLY THIS PLAT AS DEDICATED FOR THE PLAT OF VISTA HERMOSA UNIT I-A AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND DIMENSIONS OF THE LOTS, AND STREETS CONSTITUTING SAME AND THAT EACH LOT, AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT AND THAT VISTA HERMOSA HOMEOWNER'S ASSOCIATION, INC., AS TRUSTEE HEREBY DEDICATES A BLANKET EASEMENT ACROSS ALL PRIVATE STREETS AND OPEN SPACE FOR PUBLIC SERVICES, UTILITIES AND EMERGENCY VEHICLES.

IN WITNESS WHEREOF: VISTA HERMOSA HOMEOWNER'S ASSOCIATION, INC., AS TRUSTEE HAS HERETO CAUSED THE ASSOCIATIONS NAME TO BE SIGNED AND ITS SEAL TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED.
THIS 1st DAY OF June 2009
BY: E. D. Hansen ATTEST: SEE Acknowledgment
VISTA HERMOSA HOMEOWNER'S ASSOCIATION
BY: Vicki Livingston ATTEST: P. Davis
TOWN OF FLORENCE

ACKNOWLEDGMENT

STATE OF ARIZONA } ss
COUNTY OF PINAL }
ON THIS 1st DAY OF April 2009 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED Diana M. Florence WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE OWNER OF THIS AND BEING AUTHORIZED TO DO SO, EXECUTED THIS PLAT FOR THE PURPOSES HEREIN CONTAINED.
BY: Maria Hernandez November 27, 2011
MAYOR PUBLIC MY COMMISSION EXPIRES



APPROVALS

DATA ON THIS PLAT WAS REVIEWED AND APPROVED THE 3rd DAY OF June 2009 BY THE TOWN ENGINEER AND THE PLANNING AND ZONING DIRECTOR OF THE TOWN OF FLORENCE.
TOWN ENGINEER: Alan P. P.E.
PLANNING AND ZONING DIRECTOR: Alan P. P.E.
APPROVED BY THE TOWN OF FLORENCE, ARIZONA THIS 15th DAY OF December 2008
MAYOR: Vicki Livingston
ATTEST: P. Davis
TOWN CLERK

LAND USE TABLE

EXISTING ZONING	R-2
GROSS ACREAGE	6.998

ASSURED WATER SUPPLY

VISTA HERMOSA UNIT I-A IS WITHIN THE SERVICE AREA OF THE TOWN OF FLORENCE AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.S. 42-576.

LAND SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF DECEMBER 2008 AND THIS PLAT REPRESENTS THE SURVEY MADE. I FURTHER CERTIFY ALL EXTERIOR BOUNDARY MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE AND MATERIAL ARE ACCURATELY SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RELOCATED.

TAYLOR S. HANSEN RLS #37512 DATE: 2/10/09

UTILITIES AND SERVICES

- Power - A.P.S.
- Gas - Southwest Gas Co.
- Water - Town of Florence
- Sewer - Town of Florence
- Phone - QWEST
- TV - Cox Communications

SURVEYOR

HANSEN ENGINEERING & SURVEY, L.L.C.
115 SOUTH MAIN STREET
COOLIDGE, ARIZONA 85228
PHONE: (520) 723-3261



Hansen Engineering & Survey, L.L.C.
PROFESSIONAL ENGINEERS AND SURVEYORS
115 S. MAIN ST.
COOLIDGE, AZ 85228
(520) 723-3261
FAX (520) 723-3739
DATE: 11/14/2008 DRAWN BY: MFL DESIGN: REVIEW: TH
SURVEY: 01/08 REVISED BY: REVISION No.

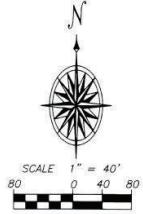
**VISTA HERMOSA UNIT I-A
REPLAT OF
CASITA HERMOSA II UNIT I-A, CABINET A, SLIDE 148**
SECTION 13, T.4S., R.9E.
G&SR MERIDIAN, PINAL CO., AZ
DRAWING NO. 05-210A
SHEET 1 OF 2

W 1/4 CORNER SEC 13, FND. G.L.O. BRASS CAP.



STATE OF ARIZONA
 COUNTY OF PINAL
 2009-043653
 I hereby certify that the within instrument is filed in the official records of this County in Survey Book
 Date: 2-1-09
 Request of: Lours Benlyte
 Witness my hand and official seal
 Lours Benlyte, Pinal County Recorder
 By: [Signature] Deputy

CURVE	LENGTH	RADIUS	DELTA
C1	316	1060.00	00°10'14"
C2	56.65	737.82	04°23'58"
C3	89.35	162.09	31°35'05"
C4	77.92	81.75	02°27'34"
C5	37.78	25.00	86°39'09"



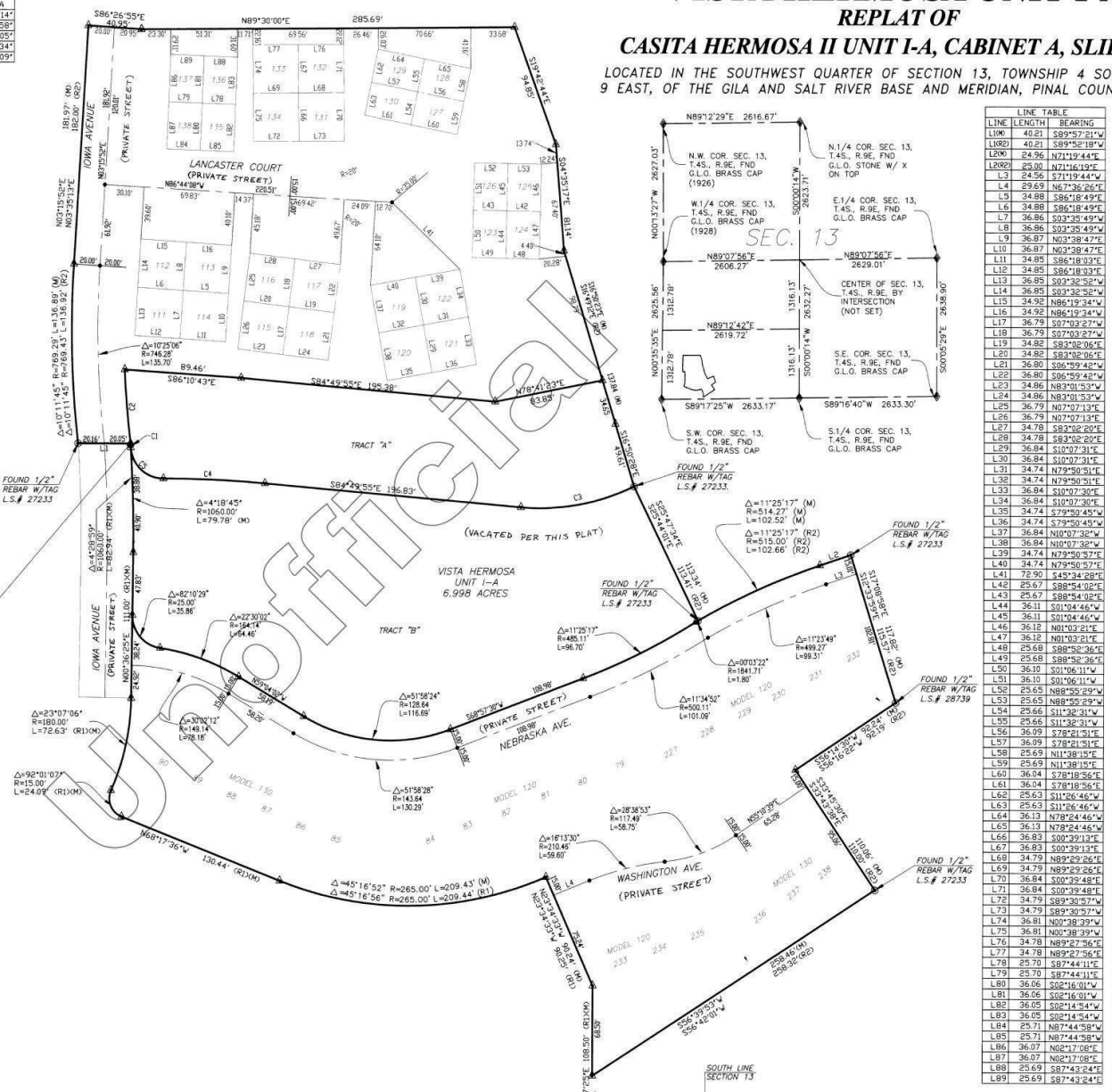
- LEGEND:**
- = FOUND 1/2" REBAR
 - ◆ = FOUND U.S. G.L.O. MONUMENT AS NOTED
 - ▲ = SET 5/8" REBAR W/ALUM. CAP. "RLS 37512"
 - = ANGLE POINT OR PC
 - (R1) = CABINET A AT SLIDE 128.
 - (R2) = CABINET A AT SLIDE 148.
 - (R3) = BOOK 16, PAGE 49.

VISTA HERMOSA UNIT I-A

REPLAT OF

CASITA HERMOSA II UNIT I-A, CABINET A, SLIDE 148

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA



LINE	LENGTH	BEARING
L101	40.21	S89°57'21"W
L102	40.21	S89°52'18"W
L103	24.96	N71°19'44"E
L104	23.00	N71°16'19"E
L105	24.56	S71°19'44"W
L106	29.69	N67°36'02"E
L107	34.88	S86°18'49"E
L108	34.88	S86°18'49"E
L109	36.86	S33°35'49"W
L110	36.87	N03°38'47"E
L111	36.87	N03°38'47"E
L112	34.85	S86°18'03"E
L113	36.85	S03°32'52"W
L114	36.85	S03°32'52"W
L115	34.92	N81°19'44"W
L116	34.92	N81°19'44"W
L117	36.79	S07°32'27"W
L118	36.79	S07°32'27"W
L119	34.82	S83°02'06"E
L120	34.82	S83°02'06"E
L121	36.80	S06°59'42"W
L122	36.80	S06°59'42"W
L123	34.86	N83°01'53"W
L124	34.86	N83°01'53"W
L125	36.79	N07°17'13"E
L126	36.79	N07°17'13"E
L127	34.78	S83°02'20"E
L128	34.78	S83°02'20"E
L129	36.84	S10°07'31"E
L130	36.84	S10°07'31"E
L131	34.74	N79°50'51"E
L132	34.74	N79°50'51"E
L133	36.84	S10°07'30"E
L134	36.84	S10°07'30"E
L135	34.74	S79°50'45"W
L136	34.74	S79°50'45"W
L137	36.84	N10°03'21"E
L138	36.84	N10°03'21"E
L139	34.74	N79°50'57"E
L140	34.74	N79°50'57"E
L141	72.90	S45°24'28"E
L142	25.67	S88°54'02"E
L143	25.67	S88°54'02"E
L144	36.11	S01°04'46"W
L145	36.11	S01°04'46"W
L146	36.12	N01°03'21"E
L147	36.12	N01°03'21"E
L148	25.69	S88°52'36"E
L149	25.69	S88°52'36"E
L150	36.10	S01°06'11"W
L151	36.10	S01°06'11"W
L152	23.65	N88°52'29"W
L153	25.65	N88°52'29"W
L154	23.66	S11°32'31"W
L155	25.66	S11°32'31"W
L156	36.09	S78°01'01"E
L157	36.09	S78°01'01"E
L158	25.69	N11°38'15"E
L159	25.69	N11°38'15"E
L160	36.04	S78°18'56"E
L161	36.04	S78°18'56"E
L162	25.63	S11°26'46"W
L163	25.63	S11°26'46"W
L164	36.13	N78°24'46"W
L165	36.13	N78°24'46"W
L166	36.83	S00°29'13"E
L167	36.83	S00°29'13"E
L168	34.79	N89°29'26"E
L169	34.79	N89°29'26"E
L170	36.84	S00°29'48"E
L171	36.84	S00°29'48"E
L172	34.79	S89°30'57"W
L173	34.79	S89°30'57"W
L174	36.81	N00°38'39"W
L175	36.81	N00°38'39"W
L176	34.78	N89°27'56"E
L177	34.78	N89°27'56"E
L178	25.70	S87°44'11"E
L179	25.70	S87°44'11"E
L180	36.06	S02°16'01"W
L181	36.06	S02°16'01"W
L182	36.05	S02°14'34"W
L183	36.05	S02°14'34"W
L184	25.71	N87°44'58"W
L185	25.71	N87°44'58"W
L186	36.07	N02°17'08"E
L187	36.07	N02°17'08"E
L188	25.69	S87°43'24"E
L189	25.69	S87°43'24"E

VISTA HERMOSA UNIT I-A
 REPLAT OF
 CASITA HERMOSA II UNIT I-A, CABINET A, SLIDE 148
 SECTION 13, T.4S., R.9E.
 G&SR-MERIDIAN, PINAL CO., AZ

Hansen Engineering & Survey, L.L.C.
 PROFESSIONAL ENGINEERS AND SURVEYORS
 115 S. MAIN ST.
 COCHISE COUNTY 705-281-8878
 FAX (520) 723-3739



SW CORNER SEC 13, FND. G.L.O. BRASS CAP.

S 1/4 CORNER SEC 13, FND. G.L.O. BRASS CAP.

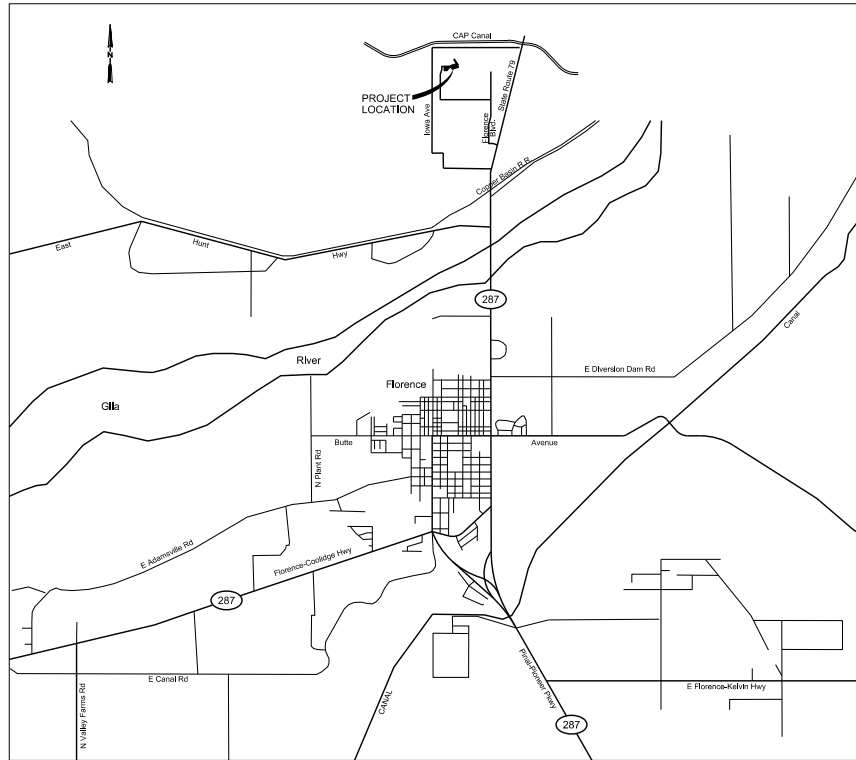
Town of Florence

North 1.0 MG Reservoir

Volume 2 of 2

Nebraska Ave
Florence, Arizona 85232

June 2014



PROJECT LOCATION MAP
NTS

TOWN OF FLORENCE PUBLIC WORKS - APPROVAL

BY: _____ DATE: _____

OWNER
TOWN OF FLORENCE
PUBLIC WORKS DEPARTMENT
425 E Ruggles
Florence AZ 85232
Phone: 520-868-7620
Fax: 520-868-7637
Contact: XXXX

ENGINEER
WATERWORKS ENGINEERS
7580 N. Dobson Road, Suite 200
Scottsdale, AZ 85256
Phone: (480) 661-1742
Fax: (480) 661-1743
Contact: John Matta, P.E.

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

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CONSTRUCTION

VERIFY SCALE BAR IS ONE INCH ON DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	DESIGN DT	DRAWN VP	CHECKED RB	APPROVED J. MATTA
	WATERWORKS ENGINEERS 7580 N. Dobson Rd. Suite 200 - Scottsdale, AZ • 480-661-1742			
TOWN OF FLORENCE NORTH 1.0 MG RESERVOIR				
GENERAL COVER SHEET				
DATE JUNE 2014		PROJECT NUMBER 13-057-04		DRAWING NUMBER G-001
SCALE 15:12:49		PLOT DATE: 23-MAY-2011		SHEET -

DRAWING INDEX

SHEET NUMBER

DRAWING NUMBER

TITLE


SHEET NUMBER

DRAWING NUMBER

TITLE

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CIVIL					
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8	C-100	OVERALL SITE PLAN			
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12	C-112	GRADING AND PAVING PLAN 2			
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25	M-102	VALVE VAULT AND TANK CONTROL VALVE VAULT PLAN			
26	M-110	RESERVOIR PLAN			
27	M-201	BOOSTER PUMP STATION SECTIONS 1			
28	M-202	BOOSTER PUMP STATION SECTIONS 2			
29	M-203	VALVE VAULT AND TANK CONTROL VALVE VAULT SECTIONS			
30	M-210	RESERVOIR SECTIONS			
31	M-310	RESERVOIR DETAILS 1			
32	M-311	RESERVOIR DETAILS 2			
33	M-312	RESERVOIR DETAILS 3			
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35	E-100	OVERALL POWER PLAN			
36	E-101	BOOSTER PUMP STATION			
37	E-200	TYPICAL CONTROLS SCHEMATIC			
38	E-201	TITLE			
39	E-202	TITLE			
40	E-210	CONTROL SECTION INTERIOR ELEVATION MOTOR CONTROL CENTER MCC-3B			
41	E-211	TITLE			
42	E-212	TITLE			
43	E-213	TITLE			

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<p>VERIFY SCALE BAR IS ONE INCH ON DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY</p>	<p>DESIGN RFB</p> <p>DRAWN EM</p> <p>CHECKED JM</p> <p>APPROVED J. MATTA</p>
<p>WATERWORKS ENGINEERS 7800 N. DOWEN RD. SUITE 200 • SCOTTSDALE, AZ • 480-441-1102</p> 	
<p>TOWN OF FLORENCE NORTH LIFTING RESERVOIR</p>	
<p>GENERAL DRAWING INDEX</p>	
<p>DATE JUNE 2014</p> <p>PROJECT NUMBER 13-057-04</p> <p>DRAWING NUMBER G-002</p> <p>SHEET -</p>	

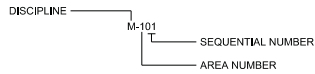
DISCIPLINE

LETTER	DISCIPLINE
G	GENERAL
D	DEMOLITION
C	CIVIL YARD
A	ARCHITECTURAL
S	STRUCTURAL
M	MECHANICAL
H	HEATING, VENTILATION AND COOLING
P	PLUMBING
E	ELECTRICAL
N	INSTRUMENTATION

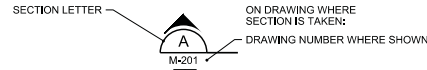
DRAWING NUMBERING

AREA NUMBER	AREA DESCRIPTION
000	GENERAL / OVERALL
100	PLANS
200	SECTIONS
300	DETAILS
400	ELEVATIONS
500	SCHEDULES

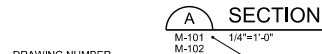
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SECTION

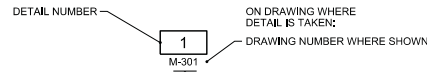


DRAWING NUMBER
(REPLACED WITH A
LINE IF TAKEN AND
SHOWN ON SAME SHEET)



DRAWING NUMBER
(REPLACED WITH A
LINE IF TAKEN AND
SHOWN ON SAME SHEET)

DETAIL



DRAWING NUMBER
(REPLACED WITH A
LINE IF TAKEN AND
SHOWN ON SAME SHEET)



DRAWING NUMBER
(REPLACED WITH A
LINE IF TAKEN AND
SHOWN ON SAME SHEET)

STANDARD DETAIL



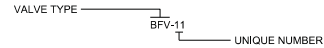
NOTES:
1. STANDARD DETAIL CALLOUTS ARE SHOWN TO INDICATE DETAIL REQUIRED AT SPECIFIC LOCATIONS. DETAILS ARE NOT CALLED OUT AT ALL LOCATIONS. WHERE A STANDARD DETAIL CALLOUT IS NOT SHOWN, THE CONTRACTOR SHALL USE THE STANDARD DETAIL MOST APPLICABLE AND CONSISTENT WITH OTHER WORK UNDER THIS CONTRACT.

STANDARD VALVE AND OPERATOR



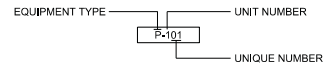
NOTES:
1. SEE SPECIFICATION SECTION 15200.

UNIQUE VALVE AND OPERATOR



NOTES:
1. SEE SPECIFICATION SECTION 15200 FOR VALVE SCHEDULE.

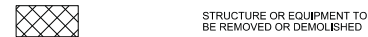
EQUIPMENT DESIGNATION



LINE TYPE APPEARANCE

	BLACK	NEW 'ON' DISCIPLINE
	LIGHT OR MEDIUM GRAY OR SCREENED	EXISTING 'ON' OR 'OFF' DISCIPLINE
	DARK GRAY	NEW 'OFF' DISCIPLINE

GENERAL SYMBOLOGY



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CONSTRUCTION

VERIFY SCALE BAR IS ONE INCH ON DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY
DESIGN X DRAWN X CHECKED X X APPROVED J. MATTA
WATERWORKS ENGINEERS 7800 N. DODD RD. SUITE 200 - SCOTTSDALE, AZ • 480.411.1192
TOWN OF FLORENCE NORTH LIFTING RESERVOIR
GENERAL STANDARD DESIGNATIONS
DATE JUNE 2014 PROJECT NUMBER 13-057-04 DRAWING NUMBER G-003 SHEET - OF -

ABBREVIATIONS

<p>@ AB AC ACJ ADD ADH AB ADJ AFF AFG AHP AISC AL, ALUM ALP ALTN ANSI APPROX APVD APWA ARCH. A ARV ASTM AUTO AUX AV AVE AWG AWWA</p>	<p>AT ANCHOR BOLT, AGGREGATE BASE ASPHALTIC CONCRETE AMERICAN CONCRETE INSTITUTE ADDITIONAL ADHESIVE ANCHOR BOLT ADJACENT, ADJUSTABLE ABOVE FINISH FLOOR ABOVE FINISH GRADE AIR: HIGH PRESSURE AMERICAN INSTITUTE OF STEEL CONSTRUCTION ALUMINUM AIR LOW PRESSURE ALTERNATE AMERICAN NATIONAL STANDARDS INSTITUTE APPROXIMATE APPROVED AMERICAN PUBLIC WORKS ASSOCIATION ARCHITECTURAL ARCHITECTURAL AIR RELEASE VALVE AMERICAN SOCIETY FOR TESTING AND MATERIALS AUTOMATIC AUXILIARY ALUMINIUM ASSEMBLY AVENUE AMERICAN WIRE GAGE AMERICAN WATER WORKS ASSOCIATION</p>	<p>CU FT CU IN CU YD CULV CV °C d DBA DR DBL DEC DET DF DI DIA DIAG DIL DIM DIMJ DIP DIPPL DIR DST DN DO DWG E EA EC ECC EF EFL EJ EL ELB, ELL ELC ELEC ENGR EO EP EQL SP EQPT ESC ERW ESA EVC EW EWF EXC EXP EXP JT EXST FB FC FCA FCO FD FDA FDN FES FEXT FF FG FHY FIG FL FLG FLH FLN FLTR FNH FOC FRP FT FTG FWD F</p>	<p>CUBIC FOOT CUBIC INCH CUBIC YARD CULVERT CHECK VALVE CELSIUS PENNY DEFORMED BAR ANCHOR DRAIN DOUBLE DECANT DETAIL DOUGLAS FIR/LARCH DROP INLET, DUCTILE IRON DIAMETER DIAGONAL DILUTE DIMENSION DUCTILE IRON MECHANICAL JOINT DUCTILE IRON PIPE DUCTILE IRON PIPE POLYETHYLENE LINED DIRECTION DISTANCE DOWN DITTO DRAWING EAST, ELECTRICAL, ELECTRICAL EACH END CURVE ECCENTRIC EACH FACE, EXHAUST FAN EFFLUENT EXPANSION JOINT ELEVATION ELBOW ELECTRICAL LOAD CENTER ELECTRICAL, ELECTRICAL ENGINEER EMERGENCY OVERFLOW EDGE OF PAVEMENT EQUALLY SPACED EQUIPMENT EROSION SEDIMENT CONTROL EFFLUENT REUSE WATER ENVIRONMENTALLY SENSITIVE AREA END OF VERTICAL CURVE EACH WAY EACH WAY, EACH FACE EXCAVATE EXPOSED, EXPANSION EXPANSION JOINT EXISTING FLAT BAR FLEXIBLE COUPLING FLANGED COUPLING ADAPTER FLOOR CLEAN OUT FLOOR DRAIN FLOOR DRAIN W/INTEGRAL TRAP FOUNDATION FLARED END SECTION FIRE EXTINGUISHER FINISH FLOOR FINISH GRADE FIRE HYDRANT FIGURE FLOOR, FLOW LINE FLANGE FLAT HEAD FLOW LINE FILTER FINISH FACE OF CONCRETE FIBERGLASS REINFORCED PLASTIC FOOT OR FEET FOOTING FORWARD DEGREE FAHRENHEIT GAS GAGE GALLON GALVANIZED GRADE BREAK GROOVED COUPLING GRADE CLEAN OUT GROOVED COUPLING FITTING GROOVED END GLASS GALLONS PER DAY GALLONS PER HOUR GALLONS PER MINUTE GRATING GALVANIZED STEEL PIPE GATE VALVE GRAVEL GROUND WATER</p>	<p>HD HDPE HDR HDW HGT HM HORIZ HP HPT HR HSS HV HWY HYD I&C ID IF IN INFL INSTM INSUL INVT INVT EL IP IR JT MP KW L LAB LATL LB LBCU FT LF LG LONG LP LR MAX MCC MCJ MECH MFR MGD MH MIN MISC MJ MPH MSNRY MSP MTL MWS N NC NE NIC NOB NPT NTS NW OC OD OF OFR OG OHE OMRF O TO O OPNG OPP OZ PC PE PENT PI PIJ PL PLYWD POB POC POE PP, P&P PPM PRC PRCST PREFAB</p>	<p>HUB DRAIN HIGH DENSITY POLYETHYLENE PIPE HEADER HARDWARE HEIGHT HOLLOW METAL HORIZONTAL HORSEPOWER HIGH POINT HANDRAIL HOLLOW STRUCTURE STEEL HOSE VALVE HIGHWAY HYDRANT INSTRUMENTATION & CONTROL INSIDE DIAMETER INSIDE FACE INCH INFLUENT INSTRUMENTATION INSULATE, INSULATION INVERT INVERT ELEVATION IRON PIPE IRON ROD JOINT THOUSAND POUNDS KILOWATT LEFT, ANGLE, LENGTH LABORATORY LATERAL POUNDS POUNDS PER CUBIC FOOT LINEAR FEET LONG LONGITUDINAL LOW POINT LONG RADIUS MAXIMUM MOTOR CONTROL CENTER MASONRY CONTROL JOINT MECHANICAL MANUFACTURER MILLION GALLONS PER DAY MANHOLE MINIMUM, MINUTE MISCELLANEOUS MECHANICAL JOINT MILES PER HOUR MASONRY MILL STEEL PIPE, MANUAL OF STANDARD PRACTICE MATERIAL MAXIMUM WATER SURFACE NORTH NORMALLY CLOSED NORTHEAST NOT IN CONTRACT NUMBER, NUMBERING NATIONAL PIPE THREAD NOT TO SCALE NORTHWEST ON CENTER OUTSIDE DIAMETER, OVERFLOW DRAIN OUTSIDE FACE, OVERFLOW OVERFLOW RETURN ORIGINAL GROUND OVERHEAD ELECTRIC ORDINARY MOMENT RESISTING FRAME OUT TO OUT OPENING OPPOSITE OUNCE POINT OF CURVE PLAIN END, POLYETHYLENE AND PERMANENT EASEMENT PENETRATION POINT OF INTERSECTION PREMOLDED JOINT FILLER PLATE, PROPERTY LINE PLYWOOD POINT OF BEGINNING POINT OF CONNECTION POINT OF ENDING PLAN AND PROFILE, POWER POLE PARTS PER MILLION POINT OF REVERSE CURVE PRECAST PREFABRICATED</p>	<p>PREFAB PRESS PRC PRI PROP PRV PSF PS PSI PSIG PT P.U.E. PV PVC PVCGS PVCW PVMT PVI PVT PW R, RAD RC RCP RDR RDCR REF REFIN REQD RJ RLS RM RMJ RO RFP R/R RST RT RTN RV RW R/W S S- SA SAT SC SCFH SCFM SCH SD SE SEC SECT SH SIM SLD SLP SOLN SP SPD SPEC SPLY SQ SQ FT SQ IN SS SSH SST ST STA STD STIF STL STLS STR STRL STRUCT SUBFL SUSP SW SYMM</p>	<p>PREFABRICATED PRESSURE POINT OF REVERSE CURVE PRIMARY PROPERTY PRESSURE RELEASE VALVE POUNDS PER SQUARE FOOT PUMP STATION POUNDS PER SQUARE INCH POUNDS PER SQUARE INCH, GAUGE POINT OF TANGENCY PUBLIC UTILITY EASEMENT PLUG VALVE POLYVINYL CHLORIDE PLASTIC POINT OF VERTICAL CURVE POLYVINYL CHLORIDE PLASTIC-GRAVITY SEWER TYPE POLYVINYL CHLORIDE PLASTIC-WATER DISTRIBUTION SERVICE TYPE PAVEMENT POINT OF VERTICAL INTERSECTION POINT OF VERTICAL TANGENCY, PRIVATE POTABLE WATER RADIUS REINFORCED CONCRETE REINFORCED CONCRETE PIPE ROAD, ROOF DRAIN REFER OR REFERENCE REINFORCED, REINFORCING, REINFORCE REQUIRE RESTRAINED JOINT RUBBER LINED STEEL ROOM RESTRAINED MECHANICAL JOINT ROUGH OPENING RADIUS POINT REMOVE AND REPLACE REINFORCING STEEL RIGHT RETURN ROOF VENT RAW WATER RIGHT-OF-WAY SLOPE, SOUTH, SLOPE SLOPE EQUALS SAMPLE SUSPENDED ACOUSTIC TILE SCUM STANDARD CUBIC FEET PER HOUR STANDARD CUBIC FEET PER MINUTE SCHEDULE STORM DRAIN SOUTHEAST SECONDARY SECTION SHEET SIMILAR SLUDGE SLOPE SOLUTION SPACE OR SPACES SUMP PUMP DRAIN SPECIFICATIONS SUPPLY SQUARE SQUARE FOOT SQUARE INCH SANITARY SEWER SAFETY SHOWER STAINLESS STEEL STRAIGHT, STREET STATION STANDARD STIFFENER STEEL, STEEL PIPE STEELS (SPECIAL) STRAIGHT STRUCTURAL STRUCTURE SUBFL SUSPEND SOUTHWEST SYMMETRICAL</p>	<p>T T&B TC TOE TOH TECH TEL TEMP TF T&G THD THK TP TRANS TRANSV TS TST TT TWS TYP T UBC UD UG UH UNK UNO V VAC VAR VCR VERT VPI VPS VTR W WC WD WH WM WR WS W SH ST WSP WT WTR WW WWF YD</p>	<p>TANGENT, TELEPHONE LINE, TOP TUBING TOP AND BOTTOM TOP OF CURB; TOP OF CONCRETE TEMPORARY CONSTRUCTION EASEMENT TOTAL DYNAMIC HEAD TECHNICAL TELEPHONE TEMPORARY, TEMPERATURE TOP FACE TONGUE AND GROOVE THREAD THICK TURNING POINT, TEST PIT TRANSITION TRANSVERSE TUBE STEEL TOP OF STEEL THRUST TIE TOP OF WALL TRACER WIRE STATION TYPICAL THICKNESS UNIFORM BUILDING CODE UNDERDRAIN UNDERGROUND UNIT HEATER UNKNOWN UNLESS NOTED OTHERWISE VENT, VOLT, VALVE VACUUM VENT ACID RESISTANT VERTICAL CURVE VERTICAL VERTICAL POINT OF INTERSECTION VENER PLASTER SYSTEM VENT THRU ROOF WITH WIDE FLANGE (BEAM), WEST, WATER WATER CLOSET WOOD WATER HEATER WATER METER WATER RESISTANT WATER SURFACE, WATER STOP WEATHERING SHEET STEEL WELDED STEEL PIPE WATER TIGHT WATER WASHWATER WELDED WIRE FABRIC YARD</p>
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VERIFY SCALE

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DESIGN: J. MATTA
DRAWN: J. MATTA
CHECKED: J. MATTA
APPROVED: J. MATTA

GENERAL

ABBREVIATIONS

TOWN OF FLORENCE
NORTH LIFTING RESERVOIR

DATE: JUNE 2014
PROJECT NUMBER: 13-057-04
DRAWING NUMBER: G-004
SHEET: -

60% SUBMITTAL
NOT FOR CONSTRUCTION

GENERAL NOTES

1. REFERENCES TO MAG STANDARD DETAILS REFER TO THE "UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION" SPONSORED AND DISTRIBUTED BY THE MARICOPA ASSOCIATION OF GOVERNMENTS, LATEST VERSION.
2. ALL WORK UNDER THE PUBLIC WORKS PERMIT SHALL BE DONE IN ACCORDANCE WITH THE MAG SPECIFICATIONS AND DETAILS, UNLESS OTHERWISE STATED ON PLANS, A MINIMUM COVER OVER WATER LINE IS 36".
3. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN AND PAY ALL FEES ASSOCIATED WITH REQUIRED PERMITS.
4. THE TOWN OF FLORENCE ENGINEERING DIVISION SHALL BE NOTIFIED 48 HOURS PRIOR TO STARTING THE DIFFERENT PHASES OF CONSTRUCTION FOR SCHEDULING INSPECTIONS.
5. ACCEPTANCE OF THE COMPLETED IMPROVEMENTS WILL NOT BE GIVEN UNTIL RED LINE DRAWINGS "AS-BUILTS" HAVE BEEN GIVEN TO AND APPROVED BY THE TOWN OF FLORENCE ENGINEERING DIVISION.
6. LOCATION OF ALL WATER VALVES, MUST BE REFERENCED AT ALL TIMES DURING CONSTRUCTION AND BE MADE AVAILABLE TO THE WATER AND WASTEWATER MANAGEMENT DIVISIONS.
7. BACK FILL CONSOLIDATION BY FLOODING OR WATER IS PROHIBITED.
8. NO JOB WILL BE CONSIDERED COMPLETE UNTIL ALL CURBS, PAVEMENT AND SIDEWALKS HAVE BEEN SWEEPED CLEAN OF ALL DIRT AND DEBRIS AND ALL DISTURBED SURVEY MONUMENTS REPLACED.
9. ALL EXISTING MONUMENTATION SHALL BE PRESERVED, PRIOR TO CONSTRUCTION. MONUMENTS SHALL BE REFERENCED HORIZONTALLY AND VERTICALLY BY A REGISTERED SURVEYOR. AFTER CONSTRUCTION, DISTURBED MONUMENTS SHALL BE RESET AND FIELD NOTES, INCLUDING NEW ELEVATIONS, SHALL BE SEALED BY A REGISTERED SURVEYOR, AND APPROPRIATELY RECORDED AND FILED WITH THE TOWN OF FLORENCE.
10. THE CONTRACTOR WILL UNCOVER ALL EXISTING LINES BEING TIED INTO TO VERIFY THEIR LOCATION, MATERIAL TYPE, AND SIZE PRIOR TO ORDERING FITTINGS. THE CONTRACTOR WILL LOCATE OR HAVE LOCATED ALL EXISTING UNDERGROUND PIPELINES, TELEPHONE AND ELECTRIC CONDUITS, AND STRUCTURES IN ADVANCE OF CONSTRUCTION AND WILL OBSERVE ALL POSSIBLE PRECAUTIONS TO AVOID DAMAGE TO THE SAME.
11. BACK FILLING SHALL NOT BE STARTED UNTIL LINES ARE INSPECTED BY THE ENGINEERING DIVISION, 48 HOURS PRIOR NOTIFICATION MUST BE GIVEN.
12. APPROVAL BY THE TOWN ENGINEER INDICATES REVIEW FOR GENERAL CONFORMANCE WITH TOWN STANDARDS. THIS APPROVAL SHALL NOT PREVENT THE TOWN FROM REQUIRING CORRECTION OF ERRORS OR OMISSIONS OR VIOLATIONS OF ANY LAW OR ORDINANCE.
13. EXISTING UTILITIES AND OTHER FACILITIES SHOWN ON PLANS ARE BASED ON INFORMATION OBTAINED FROM FIELD SURVEY, EXISTING MAPS, AS-BUILTS AND OTHER PLANS WITHIN THE AREA OF THIS PROJECT. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND/OR ELEVATION OF EXISTING UTILITIES WHICH PERTAIN TO AND MAY AFFECT CONSTRUCTION. NO ADDITIONAL PAYMENT FOR THIS ITEM WILL BE ALLOWED.
14. AN APPROVED SET OF PLANS SHALL BE ON THE JOBSITE AT ALL TIMES.
15. THRUST RESTRAINTS SHALL BE PER SPECIFICATIONS ACCORDING TO PIPE MATERIAL PROPOSED, THRUST BLOCKS SHALL NOT BE CONSTRUCTED AS A METHOD OF THRUST RESTRAINT.
16. PRESSURE TESTING CERTIFICATION SHALL NOT BE DONE UNTIL AFTER CONTRACTOR HAS PRETESTED THE PIPE SEGMENT, INSPECTION TESTING MUST BE NOTIFIED FORTY EIGHT (48) HOURS IN ADVANCE.
17. THE CONSTRUCTION FOREMAN SHALL BE ON THE JOB SITE AT ALL TIMES WHILE CONSTRUCTION ACTIVITIES ARE IN OPERATION.
18. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE TOWN INSPECTOR BEFORE THE FITTINGS ARE COVERED SO INDEPENDENT "AS-BUILT" MEASUREMENTS MAY BE TAKEN. ANY CHANGES TO THE APPROVED PLANS MUST BE AUTHORIZED BY THE TOWN ENGINEER BEFORE THE CHANGE IS MADE IN THE FIELD.
19. CONTRACTOR IS RESPONSIBLE TO FOLLOW ALL APPLICABLE GUIDELINES AND RECOMMENDATIONS SET FORTH BY OSHA.
20. THE CONTRACTOR WILL PROVIDE ADEQUATE MEANS FOR CLEANING TRUCKS AND/OR OTHER EQUIPMENT OF MUD PRIOR TO ENTERING PUBLIC STREETS. CONTRACTOR SHALL MAINTAIN ROADS IMPACTED BY CONSTRUCTION ACTIVITIES IN A CLEAN AND DUST FREE CONDITION AT ALL TIMES.
21. CONTRACTOR TO VERIFY EXISTING UTILITIES WHICH MAY CONFLICT WITH CONTRACTOR'S WORK. ANY EXISTING UTILITY LOCATIONS WHICH MAY BE SHOWN ON THE DRAWINGS ARE APPROXIMATE ONLY AND SHALL BE FIELD VERIFIED. THE CONTRACTOR WILL LOCATE OR HAVE LOCATED ALL EXISTING UNDERGROUND PIPELINES, TELEPHONE AND ELECTRIC CONDUITS, AND STRUCTURES IN ADVANCE OF CONSTRUCTION AND WILL OBSERVE ALL POSSIBLE PRECAUTIONS TO AVOID DAMAGE TO SAME.
22. THE CONTRACTOR IS REQUIRED TO CALL THE "BLUE STAKE" CENTER PRIOR TO ANY WORK AND SHALL BE RESPONSIBLE TO MAINTAIN CURRENT "BLUE STAKE" MARKINGS THROUGHOUT CONSTRUCTION.
23. BURIED WATER LINES SHALL BE PROTECTED WITH POLYETHYLENE ENCASEMENT CORROSION PROTECTION PER MAG SPECIFICATION 610.
24. CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY EROSION CONTROL MEASURES AS REQUIRED TO COMPLY WITH NPDES AND ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS.
25. CONTRACTOR TO COORDINATE INTERFACE WITH EXISTING UTILITIES WITH THE APPROPRIATE UTILITY COMPANIES.
26. EXISTING TOPOGRAPHY SHOWN IS APPROXIMATE ONLY.
27. CONTRACTOR TO COORDINATE SURVEY CONTROL WITH ENGINEER, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
28. PROVIDE SEPARATION BETWEEN UTILITIES PER MAG STANDARD SPECIFICATIONS 610.
29. INSTALL NEW PIPELINES AT UNIFORM SLOPE BETWEEN POINTS FOR WHICH ELEVATIONS ARE GIVEN ON THE DRAWINGS.
30. PIPING ROUTING AND DIMENSIONS, AS SHOWN, DO NOT CONSTITUTE DETAILED LAYOUT DRAWINGS, CONTRACTOR TO DETAIL AND DETERMINE EXACT PIPE LENGTHS, FITTINGS AND JOINTS REQUIRED TO INSTALL PIPELINES IN ACCORDANCE WITH THE ROUTING SHOWN ON THE DRAWINGS.
31. COORDINATE BEGINNING OF PIPELINE AND END OF PIPELINE WITH ADJACENT WORK, IF ADJACENT WORK IS COMPLETE, THE PIPELINE IN AS REQUIRED, IF ADJACENT WORK IS NOT COMPLETE, PROVIDE TEMPORARY PIPE PLUGS AND PROTECT PIPE FOR FUTURE CONNECTION FROM ADJACENT WORK.
32. ALL MATERIALS IN CONTACT WITH POTABLE WATER SHALL CONFORM TO NATIONAL SANITATION FOUNDATION STANDARDS 60 AND 61.
33. THE ENGINEER SHALL INSPECT AND APPROVE ALL TRENCHING, BEDDING, PIPE INSTALLATION, BACKFILL AND COMPACTION. ENGINEER SHALL INSPECT AND APPROVE ALL PRESSURE TESTING, DISINFECTIONS AND ALL OPERATIONAL SYSTEMS TESTS, BEFORE ACCEPTANCE BY THE OWNER INTO THE WARRANTY PERIOD. ALL PUNCH LIST ITEMS MUST BE 100 PERCENT (100%) COMPLETED AS GENERATED BY THE OWNER AND ENGINEER.
34. WORK HOURS ARE RESTRICTED IN ACCORDANCE WITH TOWN CODE.

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602-263-1100
1-800-STAKE-IT
 (OUTSIDE MARICOPA COUNTY)

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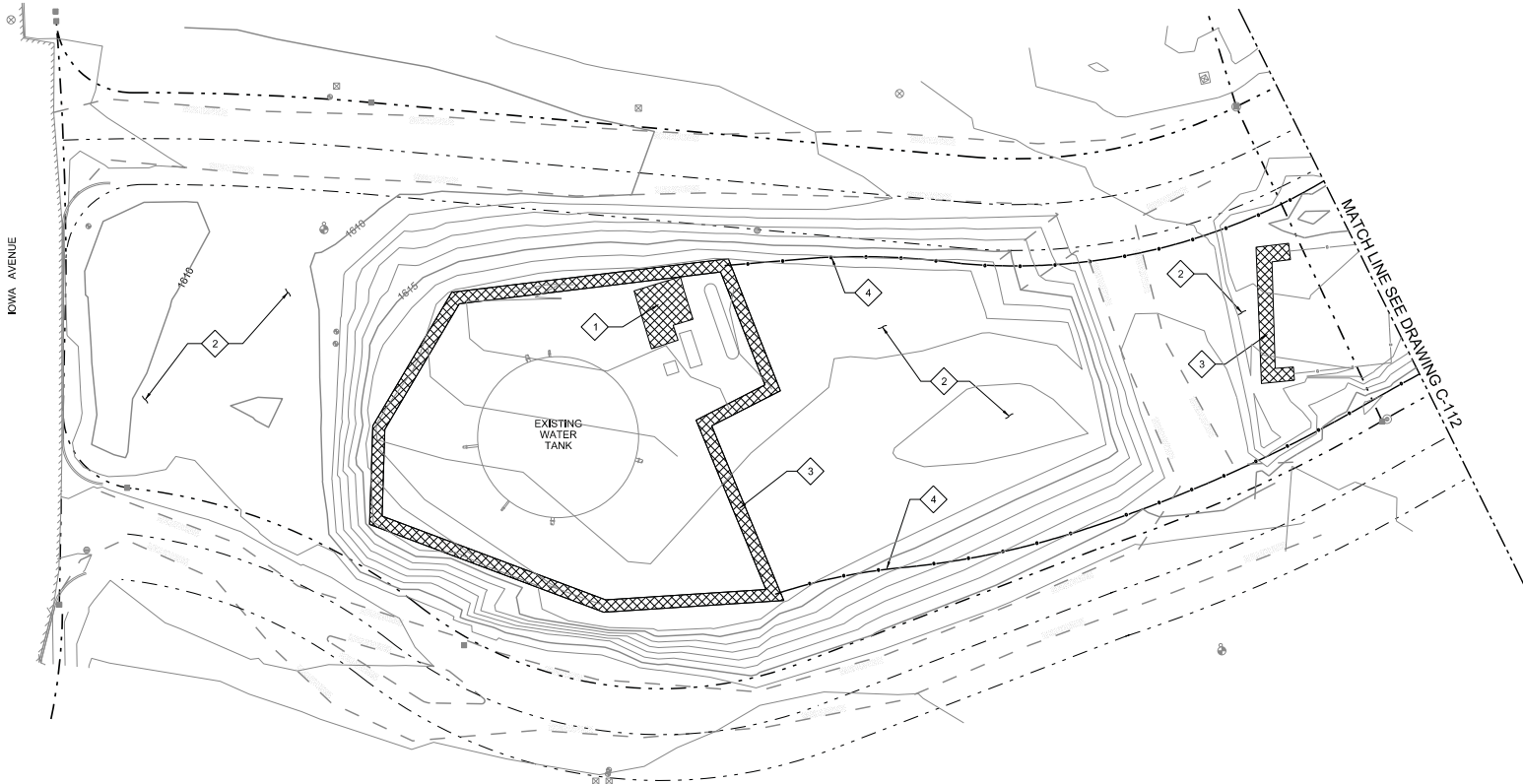
VERIFY SCALE BAR IS ONE INCH ON DRAWING REPRESENTS ONE FOOT ON THE SHEET. ADJUST SCALES ACCORDINGLY.	DESIGN BY: J.C. DRAWN BY: J.C. CHECKED BY: J.C. APPROVED BY: J.MATTA	WATERWORKS ENGINEERS 7300 N. DODD RD. SUITE 200 • SCOTTSDALE, AZ • 480041-1102	TOWN OF FLORENCE NORTH LAGOON RESERVOIR	GENERAL GENERAL NOTES	DATE: JUNE 2014 PROJECT NUMBER: 13-057-04 DRAWING NUMBER: G-005 SHEET: -
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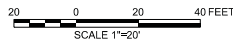


- KEY NOTES:**
- 1 REMOVE EXISTING BOOSTER PUMP STATION CONCRETE, ASSOCIATED PIPING ETC. COORDINATE REMOVAL WITH NEW BOOSTER PUMP STATION CONSTRUCTION IN ORDER TO MAINTAIN SERVICE DURING CONSTRUCTION.
 - 2 CLEAR AND GRUB AREAS OF NEW CONSTRUCTION, REMOVE EXISTING SITE FENCE, COORDINATE REMOVAL WITH CONSTRUCTION ACTIVITIES IN ORDER TO MAKE SURE SITE IS SECURE DURING CONSTRUCTION.
 - 3 REMOVE EXISTING SITE FENCE, COORDINATE REMOVAL WITH CONSTRUCTION ACTIVITIES IN ORDER TO MAKE SURE SITE IS SECURE DURING CONSTRUCTION.
 - 4 INSTALL TEMPORARY 6FT CHAIN LINK SECURITY FENCE WITH 3 STRAND BARBED WIRE. REMOVE FENCE AT PROJECT COMPLETION.

DESIGN	DT	VERIFIED SCALE
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	B
<p>TOWN OF FLORENCE NORTH LIFTING RESERVOIR</p>	C
<p>DEMOLITION DEMOLITION PLAN</p>	D
<p>DATE: JUNE 2014 PROJECT NUMBER: 13-057-04 DRAWING NUMBER: D-100 SHEET: -OF-</p>	

CIVIL LEGEND

	SPOT ELEVATION
	CONTOUR LINE
	CUT SLOPE (HORIZ:VERT)
	EMBANKMENT - FILL SLOPE (HORIZ:VERT)
	DRAINAGEWAY OR DITCH
	DIRECTION OF FLOW
	CENTER LINE, BUILDING, ROAD
	PROPERTY LINE
	RIGHT OF WAY, EASEMENT OR SETBACK
	STAGING OR WORK AREA LIMITS
	STRUCTURE, BUILDING OR FACILITY LOCATION POINT COORDINATES
	STRUCTURE, BUILDING OR FACILITY
	RETAINING WALL
	CONCRETE CURB
	ARCHITECTURAL FENCE
	GUARD RAIL/BARRICADE
	CHAIN LINK FENCE WITH 3 STRAND BARBED WIRE TOPPING
	ARCHITECTURAL FENCE
	WIRE FENCE
	BARBED WIRE
	SINGLE SWING GATE
	DOUBLE SWING GATE
	SLIDING GATE
	CULVERT
	WALL
	BRUSH/TREE LINE
	TREE
	DEMOLITION
	AUTOMATIC AIR RELEASE VALVE
	MANUAL AIR RELEASE VALVE

	BEDROCK
	ROCKS OR RIPRAP
	SAND
	AGGREGATE BASE
	NATURAL SOIL
	COMPACTED SOIL
	CONCRETE
	GROUT
	CONTROLLED LOW STRENGTH MATERIAL (CLSM)
	PAVEMENT
	GRATING

MAPPING LEGEND

	AIR RELEASE VALVE		REBAR
	ASPHALT PAVEMENT		RIGHT-OF-WAY
	BOLLARD		SEWER CLEANOUT
	CABLE TELEVISION		SEWER MANHOLE
	CATCH BASIN		SOLAR PANEL
	ELECTRIC METER		STORM DRAIN MANHOLE
	ELECTRIC PULLBOX		STREET SIGN
	ELECTRIC RISER		SURVEY CONTROL POINT OR POINT OF INTERSECTION
	ELECTRIC SWITCHBOX		TELEPHONE BOX
	ELECTRIC TRANSFORMER		TRAFFIC CONTROL BOX
	FIRE HYDRANT		TRAFFIC SIGNAL BOX
	GAS VALVE		TRAFFIC SIGNAL WITH ARM
	GRAY PVC CONDUIT PIPES		TRAFFIC SIGNAL WITH NO ARM
	GUARD POST		TRAFFIC WALK SWITCH
	GUY WIRE		UTILITY POLE
	IRRIGATION BOX		WATER VALVE
	IRRIGATION VALVE		WATER MANHOLE
	LIGHT POLE WITH NO ARM		WATER METER
	LIGHT POLE WITH ARM ATTACHED TO UTILITY POLE		WELL

SITE UTILITIES IDENTIFICATION

	ABANDON
	CABLE TELEVISION - OVERHEAD
	CABLE TELEVISION - BURIED
	BURIED POWER
	OVERHEAD POWER
	FIBER OPTIC
	NATURAL GAS
	NATURAL GAS SERVICE
	PETROLEUM
	STORM DRAIN
	SANITARY SEWER
	TELEPHONE - OVERHEAD
	TELEPHONE - BURIED
	WATER

NOTES:
 1. EXISTING PIPING, EQUIPMENT, AND TOPOGRAPHY IS SHOWN SCREENED AND/OR LIGHT-LINED, NEW PIPING, EQUIPMENT, STRUCTURE, AND FINISHED GRADE IS SHOWN HEAVY-LINED.
 2. THIS IS A STANDARD LEGEND SHEET. SOME SYMBOLS MAY APPEAR ON THIS SHEET AND NOT BE USED ON THE PLANS.

VERIFY SCALE	DATE
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	DRAWING NUMBER
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	SHEET
	5 OF 6

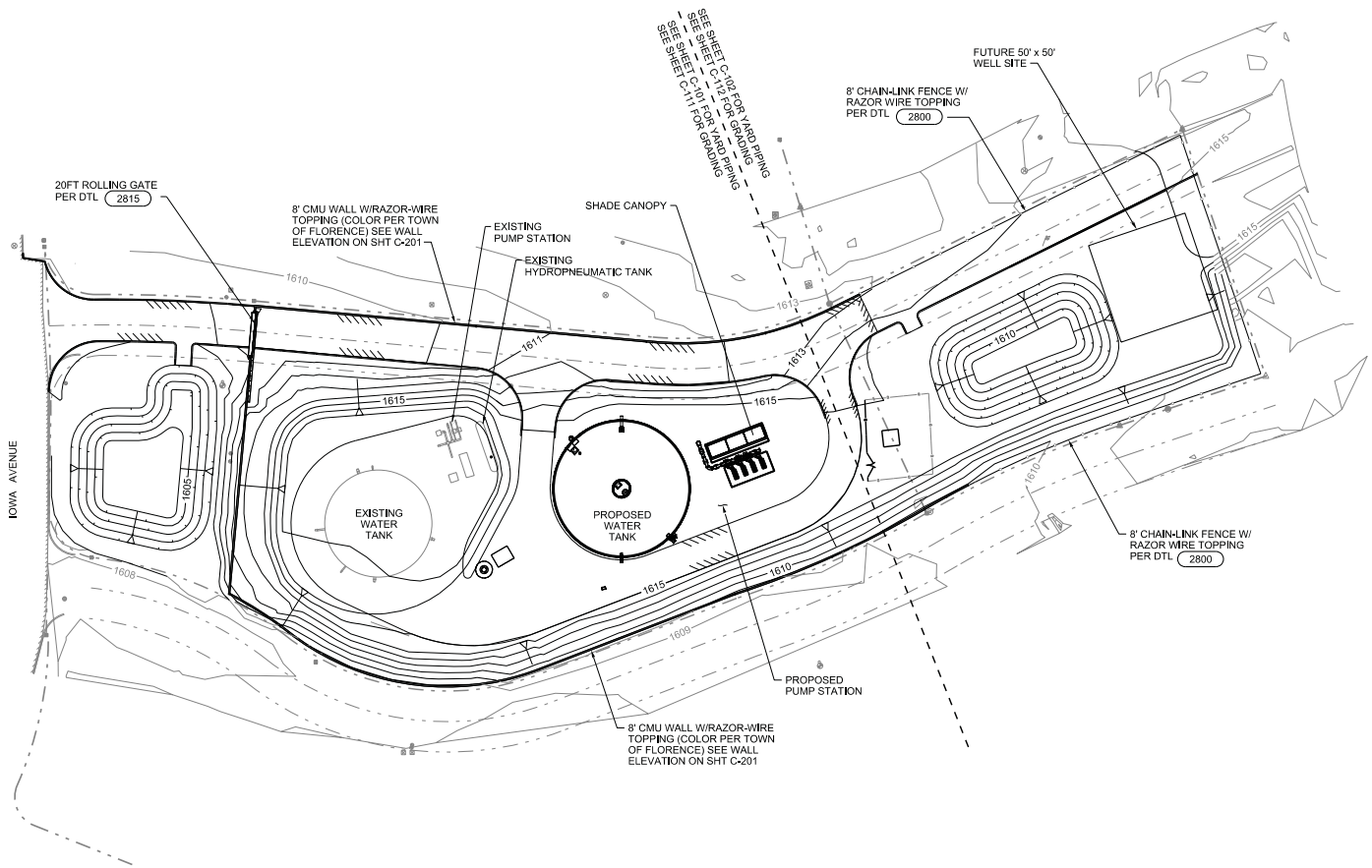
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TOWN OF FLORENCE
NORTH LIFTING RESERVOIR

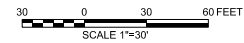
CIVIL LEGEND

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SEE SHEET C-100 FOR LAND PAVING
 SEE SHEET C-101 FOR GRADING
 SEE SHEET C-101 FOR GRADING
 SEE SHEET C-101 FOR GRADING

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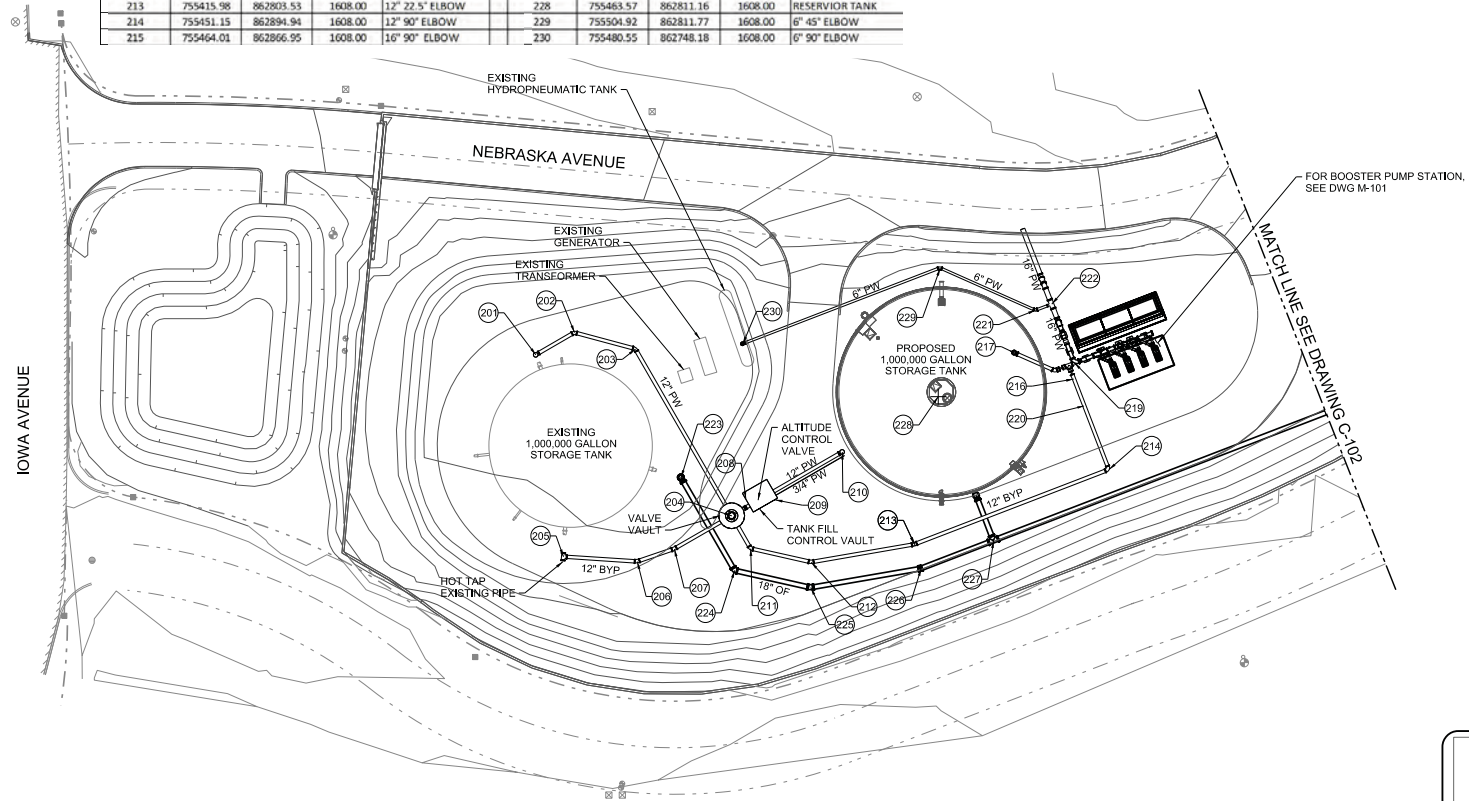


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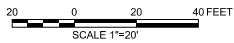
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	J. MATTA	
TOWN OF FLORENCE NORTH LIFTING RESERVOIR	CIVIL	
	OVERALL SITE PLAN	
DATE JUNE 2014 PROJECT NUMBER 13-057-04 DRAWING NUMBER C-100 SHEET - OF -	SCALE 14:56:16	
	PLOT DATE: 23-MAY-2011	
	PLOT TIME: 14:56:16	
	FILENAME: S:\CAD\Projects\13-057-04 Florence North Reservoir\Drawings\Deliverables\1305704D-C-100.dgn	

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POINT TABLE									
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION	POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
201	755477.01	862681.59	1608.00	12" 90° ELBOW	216	755469.23	862854.77	1608.00	12" 45° ELBOW
202	755484.19	862694.03	1608.00	12" 45° ELBOW	217	755477.72	862835.66	1608.00	12" 90° ELBOW
203	755478.93	862713.67	1608.00	12" 45° ELBOW	218	755471.73	862887.02	1608.00	12" 90° ELBOW
204	755425.20	862744.69	1608.00	12" CROSS	219	755474.51	862855.00	1616.50	16" 90° ELBOW
205	755412.02	862690.44	1608.00	12" TEE	220	755460.60	862858.09	1616.50	16" 90° ELBOW
206	755410.46	862714.26	1608.00	12" 45° ELBOW	221	755492.60	862845.78	1608.00	6" 45° ELBOW
207	755414.51	862726.19	1608.00	12" 22.5° ELBOW	222	755493.36	862847.75	1608.00	16" TEE
208	755430.67	862749.18	1608.00	NW CORNER VAULT	223	755437.52	862728.34	1608.00	18" 45° ELBOW
209	755430.34	862758.61	1608.00	SE CORNER VAULT	224	755407.62	862745.60	1608.00	18" 45° ELBOW
210	755445.74	862780.27	1608.00	12" 90° ELBOW	225	755402.10	862770.08	1608.00	18" 22.5° ELBOW
211	755414.65	862750.78	1608.00	12" 45° ELBOW	226	755408.24	862805.67	1608.00	18" 22.5° ELBOW
212	755410.25	862770.29	1608.00	12" 22.5° ELBOW	227	755417.21	862829.00	1608.00	18" TEE
213	755415.98	862803.53	1608.00	12" 22.5° ELBOW	228	755463.57	862811.16	1608.00	RESERVOIR TANK
214	755451.15	862894.94	1608.00	12" 90° ELBOW	229	755504.92	862811.77	1608.00	6" 45° ELBOW
215	755464.01	862866.95	1608.00	16" 90° ELBOW	230	755480.55	862748.18	1608.00	6" 90° ELBOW



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

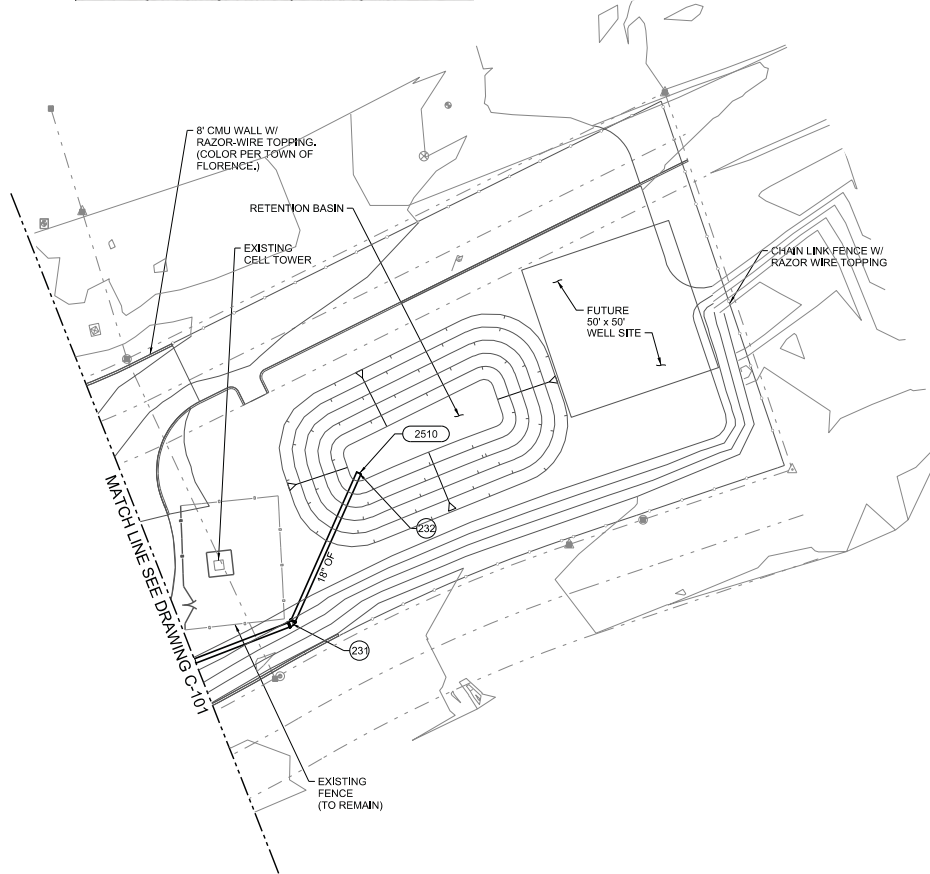


60% SUBMITTAL
 NOT FOR CONSTRUCTION

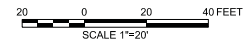
VERIFY SCALE BAR IS ONE INCH ON DRAWING REPRESENTS 20 FEET IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	DESIGN DT	DRAWN VP	CHECKED RB	APPROVED J. MATTA
WATERWORKS ENGINEERS 7800 N. DODD RD. SUITE 200 • SCOTTSDALE, AZ • 85066-1192				
TOWN OF FLORENCE NORTH LAGOON RESERVOIR				
CIVIL YARD PIPING PLAN 1				
DATE: JUNE 2014 PROJECT NUMBER: 13-057-04 DRAWING NUMBER: C-101 SHEET: - OF -				



POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
231	755470.54	862967.64	1638.00	18" 45' ELBOW
232	755519.04	862989.20	1638.00	18" PIPE



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



60% SUBMITTAL
 NOT FOR CONSTRUCTION

VERIFY SCALE
 BAR IS ONE INCH ON DRAWING
 REPRESENTS 20 FEET
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DESIGN: RB
 DRAWN: EM
 CHECKED: JM
 APPROVED: J. MATTA

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TOWN OF FLORENCE
 NORTH LAGOON RESERVOIR

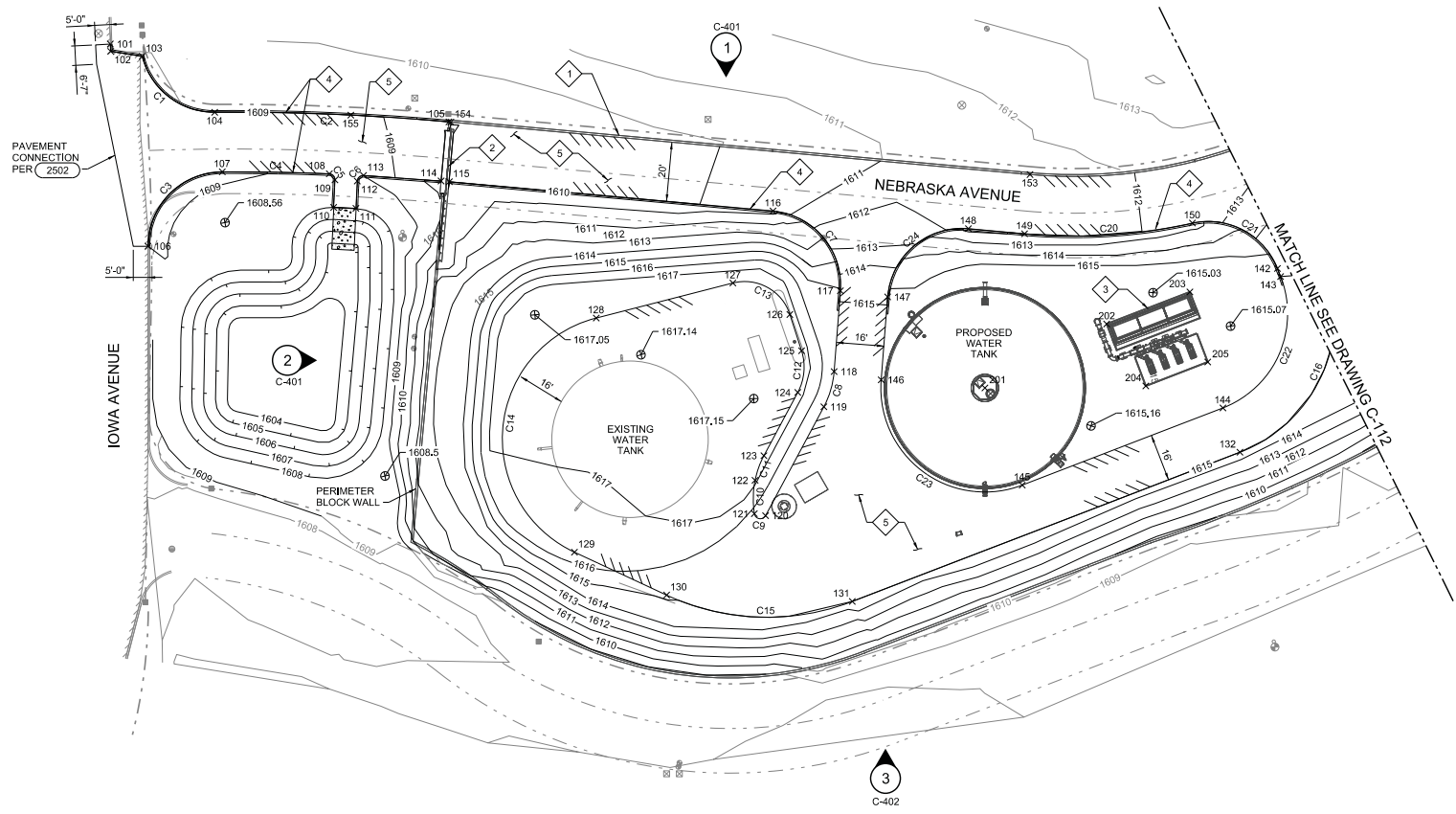
CIVIL
 YARD PIPING PLAN 2

DATE: JUNE 2014
 PROJECT NUMBER: 13-057-04
 DRAWING NUMBER: C-102
 SHEET: -OF-

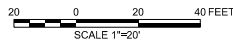


- KEY NOTES:**
- 1 NEW 8" MASONRY CMU BLOCK WALL. SEE SHT C-401.
 - 2 NEW ROLLING GATE. SEE SHT C-401.
 - 3 NEW SHADE CANOPY. SEE SHT S-XX.
 - 4 NEW CURB AND GUTTER PER XX
 - 5 NEW ASPHALT CONCRETE ROADWAY PER (2501)

NOTE: SEE SHEET C-113 FOR ALL POINT AND CURVE DATA



PLAN
1" = 20'



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1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

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NOT FOR CONSTRUCTION

DESIGN	VERIFIED
BY: J.M.	DATE: 06/11/14
DRAWN	BY: J.M.
BY: J.M.	DATE: 06/11/14
CHECKED	DATE: 06/11/14
BY: J.M.	DATE: 06/11/14
APPROVED	DATE: 06/11/14
BY: J.M.	DATE: 06/11/14
SCALE: AS SHOWN	

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TOWN OF FLORENCE
NORTH LIFTING RESERVOIR

CIVIL
GRADING PLAN 1

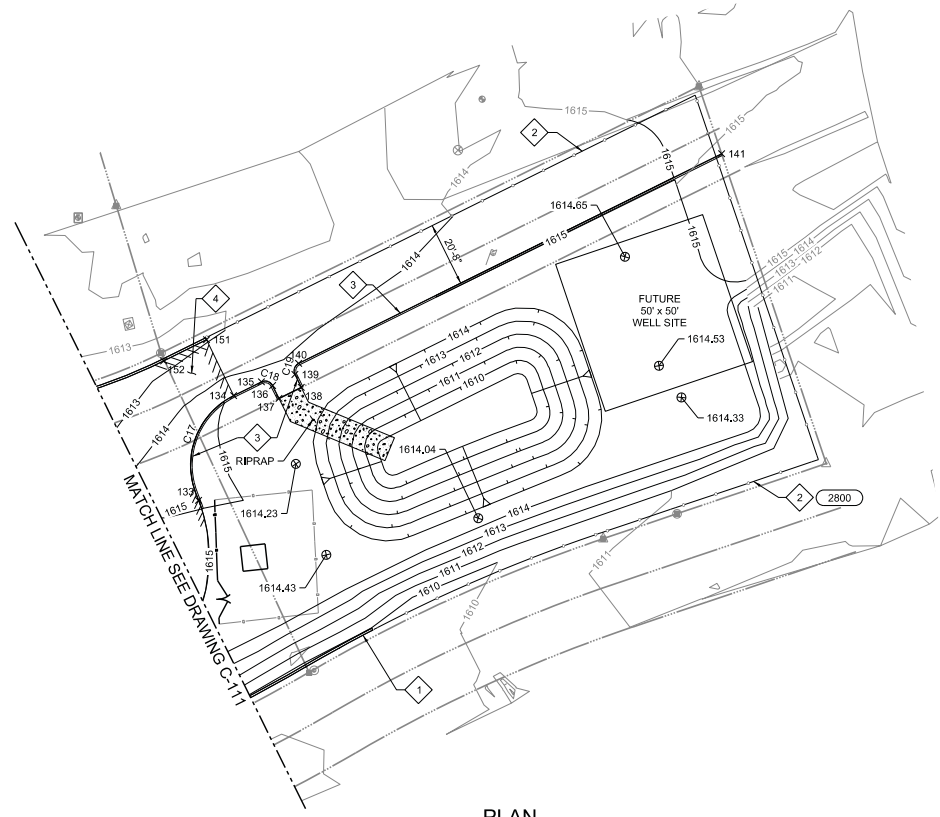
DATE	JUNE 2014
PROJECT NUMBER	13-057-04
DRAWING NUMBER	C-111
SHEET	- OF -



KEY NOTES:

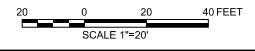
- 1 NEW 8" MASONRY CMU BLOCK WALL
SEE SHT C-401.
- 2 NEW 8' CHAINLINK FENCE. SEE SHT C-XX.
- 3 NEW CURB AND GUTTER. SEE SHT C-XX
- 4 NEW ASPHALT CONCRETE ROADWAY
PER 2501

NOTE: SEE SHEET C-113 FOR ALL POINT AND CURVE DATA



PLAN
1" = 20'

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



60% SUBMITTAL
NOT FOR
CONSTRUCTION

DESIGN	VERIFIED	SCALE
DATE	DATE	SCALE
BY	BY	SCALE
APPROVED	APPROVED	SCALE
J. MATTA	J. MATTA	SCALE

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TOWN OF FLORENCE
NORTH LAGOON RESERVOIR

CIVIL
GRADING PLAN 2

DATE	JUNE 2014
PROJECT NUMBER	13-057-04
DRAWING NUMBER	C-112
SHEET	- OF -

POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
101	755590.71	862517.99	1608.77	EOP PI
102	755578.21	862518.12	1608.77	EOP PI
103	755576.53	862528.70	1608.74	EOP PC
104	755575.70	862553.12	1608.64	EOP PC
105	755554.48	862631.92	1609.99	EOP PC
106	755512.70	862530.67	1608.95	EOP PC
107	755537.72	862555.65	1609.63	EOP PC
108	755537.06	862591.67	1608.33	EOP PC
109	755534.97	862593.58	1608.30	EOP PC
110	755525.74	862593.14	1608.01	EOP PI

POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
111	755525.44	862600.63	1608.01	EOP PI
112	755534.61	862601.07	1608.30	EOP PC
113	755536.51	862603.18	1608.46	EOP PC
114	755534.62	862626.28	1609.78	EOP PI
115	755534.38	862632.05	1609.78	EOP PI
116	755524.53	862740.96	1610.35	EOP PC
117	755497.69	862763.63	1614.60	EOP PC
118	755470.51	862761.51	1615.20	EOP PC
119	755458.66	862758.04	1615.31	EOP PC
120	755422.08	862738.43	1615.67	EOP PC

POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
121	755422.71	862734.69	1615.71	EOP PC
122	755433.96	862734.92	1617.16	EOP PC
123	755442.25	862737.90	1617.16	EOP PC
124	755463.52	862749.30	1617.16	EOP PC
125	755477.54	862750.56	1617.16	EOP PC
126	755489.73	862746.64	1617.16	EOP PC
127	755500.32	862727.44	1617.16	EOP PC
128	755488.55	862681.46	1617.16	EOP PC
129	755409.78	862674.16	1616.26	EOP PC
130	755395.35	862705.17	1615.18	

POINT TABLE			
POINT #	NORTHING	EASTING	DESCRIPTION
201	755485.01	862812.24	TANK FF
202	755486.59	862853.21	ELECTRICAL PAD FF
203	755497.30	862881.21	ELECTRICAL PAD FF
204	755465.71	862866.39	PUMP PAD FF
205	755473.72	862887.24	PUMP PAD FF

POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
131	755393.22	862767.64	1615.00	EOP PC
132	755443.38	862898.05	1615.00	EOP PC
133	755508.36	862926.62	1615.00	EOP PC
134	755542.11	862937.92	1614.44	EOP PC
135	755546.55	862946.90	1614.29	EOP PC
136	755545.35	862950.48	1614.23	EOP PC
137	755541.19	862952.54	1614.16	EOP PI
138	755544.74	862959.71	1614.16	EOP PI
139	755548.90	862957.65	1614.19	EOP PC
140	755552.48	862958.85	1614.21	EOP PC

POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
141	755619.99	863095.06	1615.16	EOP PI
142	755595.21	862910.67	1614.92	EOP PC
143	755502.50	862911.74	1615.00	EOP PC
144	755458.31	862892.31	1615.16	EOP PC
145	755432.35	862824.80	1615.16	EOP PC
146	755467.73	862777.34	1615.16	EOP PC
147	755495.63	862779.52	1614.76	EOP PC
148	755518.59	862806.69	1611.35	EOP PC
149	755516.88	862825.60	1611.56	EOP PC
150	755520.46	862882.02	1612.19	EOP PC

POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
151	755560.11	862929.22	1612.93	EOP PI
152	755553.26	862915.40	1612.29	EOP PC
153	755536.80	862827.40	1611.33	EOP PC
154	755554.42	862632.59	1609.99	EOP PI
155	755556.76	862988.88	1608.50	EOP GRADE BREAK

CURVE DATA TABLE				
CURVE	LENGTH	RADIUS	DELTA	
C1	33.22	25.00	76°08'13"	
C2	78.90	838.55	5°23'28"	
C3	39.27	25.00	90°00'04"	
C4	36.02	816.58	2°31'39"	
C5	3.16	2.00	90°25'56"	
C6	3.16	2.00	90°23'50"	
C7	38.96	25.00	89°17'28"	
C8	12.41	33.66	21°07'17"	
C9	4.99	2.00	142°51'23"	
C10	11.31	32.25	20°05'28"	

CURVE DATA TABLE				
CURVE	LENGTH	RADIUS	DELTA	
C11	8.84	33.15	15°18'35"	
C12	14.45	18.39	45°01'13"	
C13	24.15	16.00	86°29'30"	
C14	97.70	42.04	133°08'37"	
C15	64.19	80.99	45°38'16"	
C16	78.93	50.00	90°26'59"	
C17	39.51	25.19	89°52'14"	
C18	4.19	2.67	90°03'07"	
C19	4.19	2.67	89°59'53"	
C20	58.41	186.62	17°56'01"	

CURVE DATA TABLE				
CURVE	LENGTH	RADIUS	DELTA	
C21	33.68	25.00	77°10'49"	
C22	53.67	34.00	90°26'59"	
C23	70.55	35.00	115°29'55"	
C24	39.58	25.00	90°42'32"	

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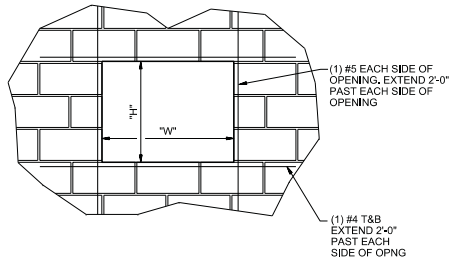
TOWN OF FLORENCE
 NORTH LAGOON RESERVOIR

CIVIL
 POINT AND CURVE TABLES

DATE: JUNE 2014
 PROJECT NUMBER: 13-057-04
 DRAWING NUMBER: C-113
 SHEET: - OF -

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

60% SUBMITTAL
 NOT FOR
 CONSTRUCTION



NOTES:

1. THIS DETAIL APPLICABLE WHERE OPNG LESS THEN 3'-0" IN ANY DIMENSION. SEE DETAIL **4004** FOR LARGER OPENINGS.

2. TERMINATE HORZ REINF WITH 180° HOOK AT WALL ENDS AND CMU CONTROL JOINTS PER DETAIL.

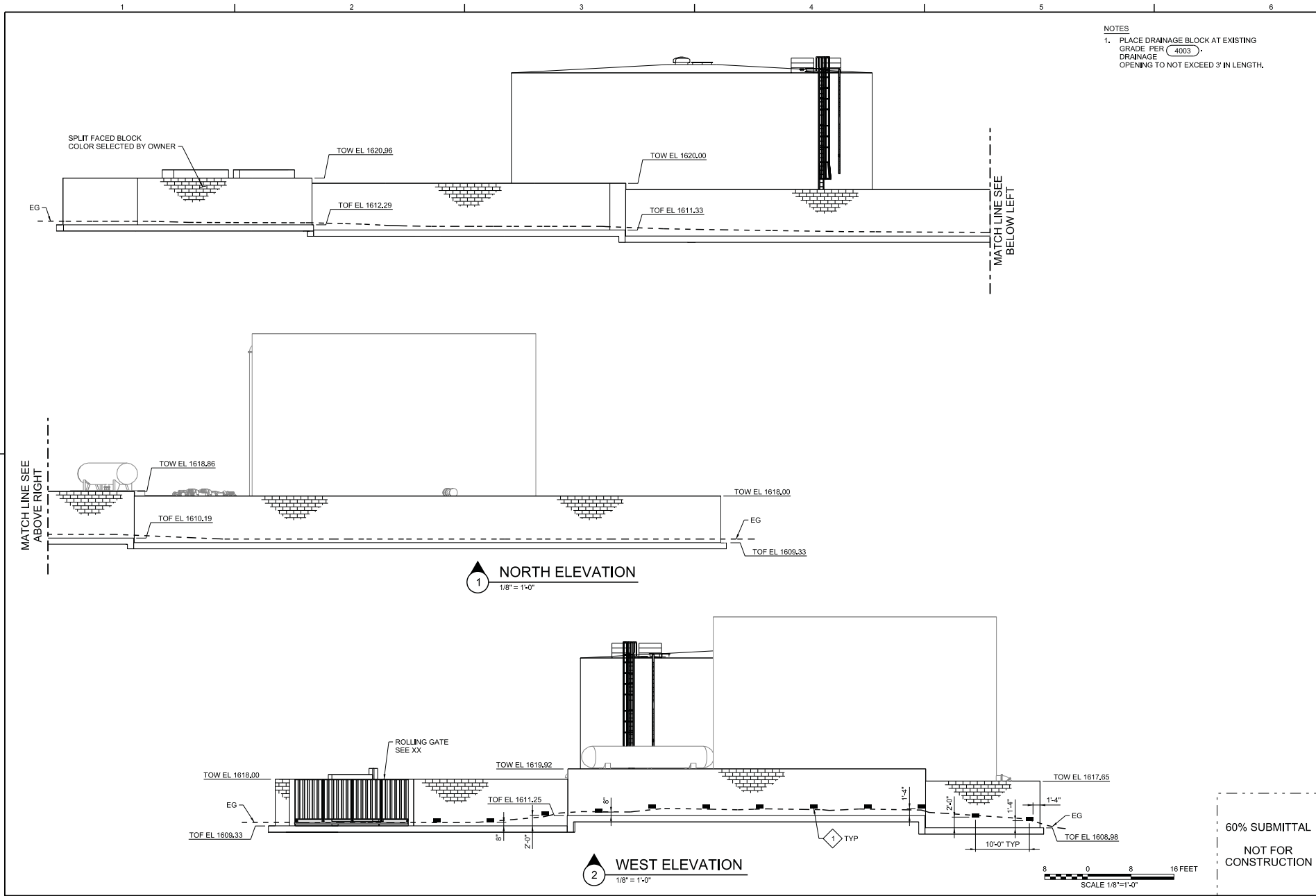
CMU OPENINGS LESS THAN 3'-0"
NTS

4003

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

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NOT FOR CONSTRUCTION

VERIFY SCALE BAR IS ONE INCH ON DRAWING UNLESS NOTED OTHERWISE IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	DESIGN: RB DRAWN: AA CHECKED: JM APPROVED: J. MATTA	WATERWORKS ENGINEERS <small>7800 N. DODD RD. SUITE 200 • SCOTTSDALE, AZ • 85066-1192</small>	TOWN OF FLORENCE NORTH LIFTING RESERVOIR	CIVIL STANDARD DETAILS	DATE: JUNE 2014 PROJECT NUMBER: 13-057-04 DRAWING NUMBER: C-301 SHEET: - OF -
	DATE: JUNE 2014 PROJECT NUMBER: 13-057-04 DRAWING NUMBER: C-301 SHEET: - OF -				



NOTES
 1. PLACE DRAINAGE BLOCK AT EXISTING GRADE PER (4003) DRAINAGE OPENING TO NOT EXCEED 3' IN LENGTH.

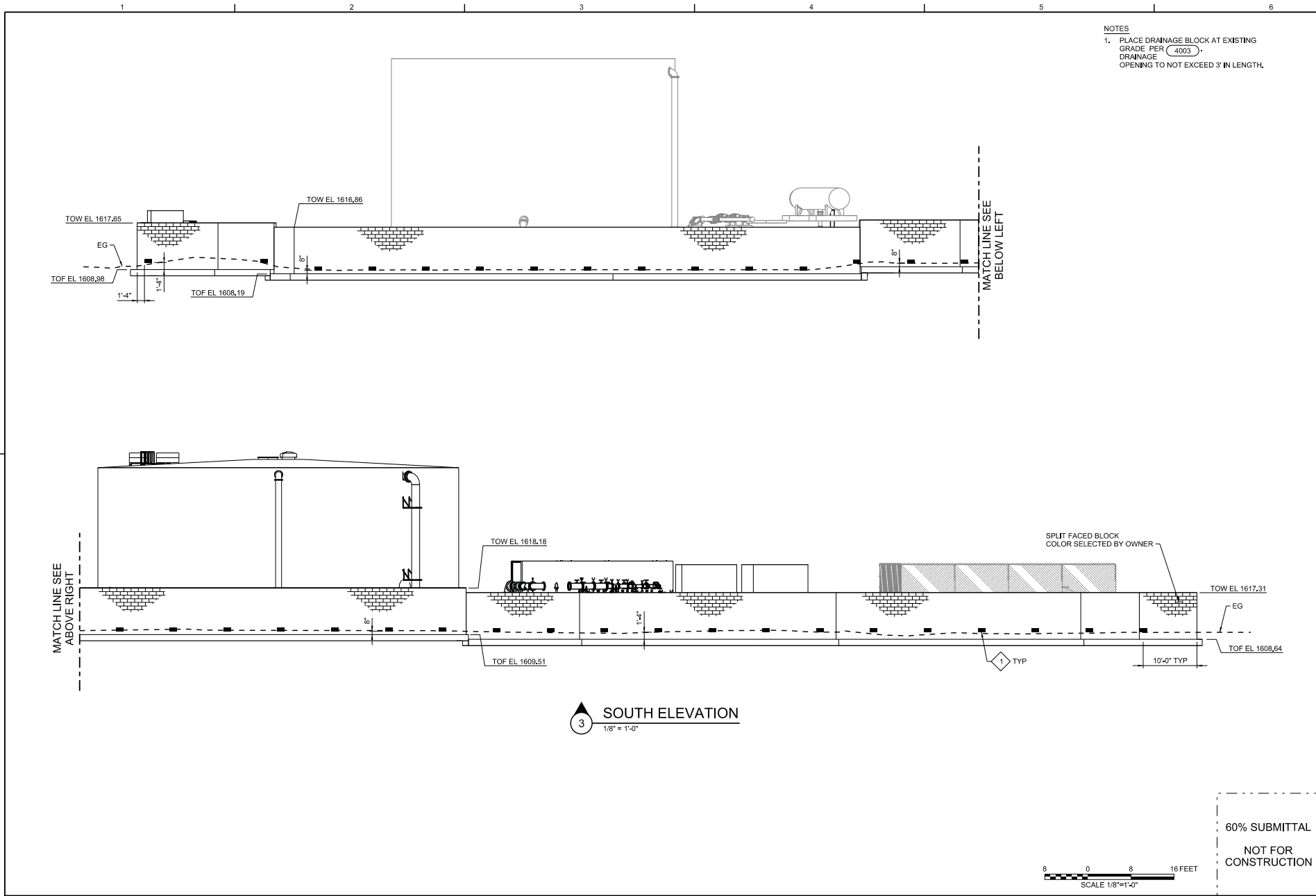
VERIFY SCALE	BAR IS ONE INCH ON DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
DESIGN	DATE
DT	
DRAWN	DATE
VP	
CHECKED	DATE
FB	
APPROVED	DATE
J. MATTA	

WATERWORKS ENGINEERS
 7800 N. DODD RD. SUITE 200 • SCOTTSDALE, AZ • 85067-1192


TOWN OF FLORENCE
 NORTH LIFTING RESERVOIR

CIVIL
 PERIMETER WALL ELEVATIONS

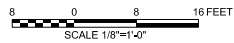
DATE: JUNE 2014
 PROJECT NUMBER: 13-057-04
 DRAWING NUMBER: C-401
 SHEET: - OF -



NOTES
 1. PLACE DRAINAGE BLOCK AT EXISTING GRADE PER (4003) DRAINAGE OPENING TO NOT EXCEED 3' IN LENGTH.

VERIFY SCALE BAR IS ONE INCH ON DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	DESIGN: DT
	DRAWN: VP CHECKED: JFB APPROVED: J. MATTA
WATERWORKS ENGINEERS <small>780 N. DODD RD. SUITE 200 • SCOTTSDALE, AZ • 85067-1192</small>	
	
TOWN OF FLORENCE NORTH LIFTING RESERVOIR	
CIVIL PERIMETER WALL ELEVATIONS	
60% SUBMITTAL NOT FOR CONSTRUCTION	
DATE: JUNE 2014 PROJECT NUMBER: 13-057-04 DRAWING NUMBER: C-402 SHEET: - OF -	

3 SOUTH ELEVATION
 1/8" = 1'-0"



STRUCTURAL ABBREVIATIONS

AB	ANCHOR BOLT	IN	INCHES
ACI	AMERICAN CONCRETE INSTITUTE	JT	JOINT
ADDL	ADDITIONAL	LA	LOW / ANGLE
AFF	ABOVE FINISH FLOOR	LL	LONGITUDINAL
ASC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION	LLH	LONG LEG HORIZONTAL
AL	ALUMINUM	LLV	LONG LEG VERTICAL
ALT	ALTERNATE	LSH	LONG SLOTTED HOLE
ANC	ANCHOR	MFR	MANUFACTURER
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE	MAX	MAXIMUM
APVD	APPROVED	MB	MACHINE BOLT
ARCH	ARCHITECT, ARCHITECTURAL	MECH	MECHANICAL
BC	BOTTOM CHORD	MIN	MINIMUM
BLK	BLOCK	MTL	METAL
BOC	BOTTOM OF CONCRETE	NDT	NON-DESTRUCTIVE TESTING
BOS	BOTTOM OF STEEL	NIC	NOT IN CONTRACT
BOT	BOTTOM, BOTTOM OF TRENCH	NS	NEAR SIDE
BM	BEAM	NTS	NOT TO SCALE
BRG	BEARING	OC	ON CENTER
BTWN	BETWEEN	OD	OUTSIDE DIAMETER
C	CAMBER	OF	OUTSIDE FACE
CC	CENTER TO CENTER	O/O	OUT TO OUT
CHKD	CHECKERED	OPNG	OPENING
CIP	CAST IN PLACE	OPP	OPPOSITE
CJ	CONSTRUCTION JOINT	OSH	OVERSIZED HOLE
CL	CENTERLINE	OWJ	OPEN WEB JOIST
CLG	CELLING	PC	PRECAST
CLR	CLEARANCE	PLCS	PLACES
CO	CLEANOUT	PJF	PREFABRICATED JOINT FILLER
COL	COLUMN	PL	PLATE
CONC	CONCRETE	PLYWD	PLYWOOD
CONN	CONNECTION	PP	PARTIAL PENETRATION
CONT	CONTINUOUS	PROJ	PROJECTION
CP	COMPLETE PENETRATION	PT	PRESSURE TREATED
CTR	CENTER	PVCL	POLYVINYL CHLORIDE
DBA	DEFORMED BAR ANCHOR	REINF	REINFORCE, REINFORCING
DBL	DOUBLE	REQD	REQUIRED
DIA Ø	DIAMETER	RTN	RETURN
DWG	DRAWING	SHT	SHEET
EA	EACH	SIB	STRUCTURAL ISOLATION BREAK
ECS	EPOXY COATED STEEL	SIM	SIMILAR
EE	EACH END	SJ	SAWN JOINT
EF	EACH FACE	SLV	SHORT LEG VERTICAL
EL, ELEV	ELEVATION	SPCS, SPA	SPACING
EMBED	EMBEDMENT	SPCS	SPECIFICATIONS
EN	EDGE NAIL	SQ	SQUARE
EQ, EQL, SP	EQUALLY SPACED	SS	STAINLESS STEEL
ES	EASH SIDE	SSH	SHORT SLOTTED HOLE
EW	EACH WAY	STD	STANDARD
EXP	EXPANSION	STIFF	STIFFENER
EXST, (E)	EXISTING	STL	STEEL
FD	FLOOR DRAIN	STSMS	SELF-TAPPING SHEET METAL SCREW
FDN	FOUNDATION	SW	STUD WELD
FIN	FINISH	SYM	SYMMETRICAL
FF	FINISHED FLOOR	T&B	TOP & BOTTOM
FLG	FLANGE	TC	TOP CHORD
FLR	FLOOR	TD	TRUSS DIAGONAL
FOB	FACE OF BLOCK	THK	THICK
FOC	FACE OF CONCRETE	TN	TOE NAIL
FOS	FACE OF STUD / STEEL	TO	TOP OF
FP	FULL PENETRATION	TOC	TOP OF CONCRETE
FRMG	FRAMING	TOF	TOP OF FOOTING
FRP	FIBER REINFORCED PLASTIC	TOG	TOP OF GRATING
FS	FAR SIDE	TOS	TOP OF STEEL
FTG	FOOTING	TOT	TOP OF TOWER
GA	GAUGE, GAGE	TOW	TOP OF WALL
GALV	GALVANIZED	TRANS	TRANSVERSE
GLB	GLULAM BEAM	TV	TRUSS VERTICAL
GRD	GRADE	TYP	TYPICAL
GRT	GROUT	UN	UNLESS NOTED
GRTG	GRATING	UT	ULTRASONIC TESTING
H	HIGH	VERT	VERTICAL
H.A.S.	HEADED ANCHOR STUD	W	WIDE
HCA	HEADED CONCRETE ANCHOR	W/	WITH
HD	HOLDOWN	W/O	WITH OUT
HORIZ	HORIZONTAL	WP	WORK POINT
HSB	HIGH STRENGTH BOLT	WS	WATERSTOP
IF	INSIDE FACE	WWF	WELDED WIRE FABRIC

DESIGN CRITERIA:

APPLICABLE CODE: 2010 CALIFORNIA BUILDING CODE (CBC)
 REFER TO THE SPECIFICATIONS FOR ADDITIONAL AND SPECIFIC STRUCTURE LOADINGS AND REQUIREMENTS.
 ROOF LOADS:
 20 PSF MINIMUM LIVE LOAD
 WIND LOAD:
 ASCE 7-05 BASIC WIND SPEED: 85 MPH, EXPOSURE CATEGORY: C
 Iw: 1.15
 SEISMIC LOAD:
 SEISMIC OCCUPANCY CATEGORY: IV SEISMIC DESIGN CATEGORY: D
 SEISMIC IMPORTANCE FACTOR Ie: 1.5 SITE CLASS: D
 Ss=0.679g Sx=0.892
 Sd1=0.371g S1=0.314
 SFRS: ORDINARY STEEL MOMENT FRAMES AND CONCENTRICALLY-BRACED FRAMES

GENERAL INFORMATION:

- ALL CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF THE BUILDING CODE.
- FOR ABBREVIATIONS NOT LISTED, SEE ASME Y14.38 "ABBREVIATIONS AND ACRONYMS" PUBLICATION AS DISTRIBUTED BY THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME).
- DESIGN DETAILS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO ALL SIMILAR SITUATIONS OCCURRING THROUGHOUT THE PROJECT, WHETHER OR NOT THEY ARE KEVED IN EACH LOCATION, CONSULT THE ENGINEER FOR REVIEW PRIOR TO CONSTRUCTION.
- VERIFY ALL OPENING DIMENSIONS IN WALLS, SLABS, AND DECKS WITH THE ARCHITECTURAL, MECHANICAL, HVAC AND ELECTRICAL DRAWINGS.
- FOR NUMBER, TYPE, SIZE ARRANGEMENT, AND/OR LOCATION OF EQUIPMENT PADS SEE ARCHITECTURAL, MECHANICAL, ELECTRICAL, HVAC AND PLUMBING DRAWINGS. COORDINATE WITH EQUIPMENT SUPPLIER PRIOR TO PLACING SLABS, WALLS AND FOUNDATIONS. COORDINATE ALL MECHANICAL, ELECTRICAL, AND HVAC PIPING OPENINGS WITH MECHANICAL, ELECTRICAL AND HVAC DRAWINGS.
- NO STRUCTURAL MEMBERS SHALL BE CUT FOR PIPES, DUCTS, ETC UNLESS SPECIFICALLY DETAILED OR APPROVED IN WRITING BY THE ENGINEER.

FOUNDATIONS

- IN ACCORDANCE WITH THE GEOTECHNICAL INVESTIGATION REPORT #1p1307/231 BY TABER, FOUNDATIONS HAVE BEEN DESIGNED FOR ALLOWABLE BEARING VALUES OF:
 DEAD + LIVE LOADS 2000 PSF
- FOOTINGS SHALL EXTEND 1'-6" INTO FIRM, UNDISTURBED, NATURAL SOIL.
- NO BACKFILL SHALL BE PLACED BEHIND WALLS UNTIL THE CONCRETE HAS ATTAINED 100% OF ITS SPECIFIED COMPRESSIVE STRENGTH.
- THE CONTRACTOR SHALL PROVIDE THE ENGINEER AT LEAST 48 HOURS NOTICE FOLLOWING EXCAVATION FOR FOUNDATIONS AND PRIOR TO THE PLACEMENT OF FORMWORK, REINFORCING STEEL AND CONCRETE.

CONCRETE:

- STRUCTURAL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS AND A SLUMP AS SPECIFIED IN SECTION 03300.
- THE CONTRACTOR SHALL SUBMIT THE CONCRETE MIX DESIGNS TO THE ENGINEER FOR REVIEW PRIOR TO USE.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER 48 HOURS PRIOR TO THE PLACEMENT OF CONCRETE.
- HORIZONTAL CONSTRUCTION JOINTS SHALL BE PREPARED TO EXPOSE CLEAN, SOLIDLY EMBEDDED AGGREGATE OVER THE ENTIRE JOINT INTERFACE.
- PLACEMENT OF PIPES, CONDUITS OR OTHER EMBEDDED ITEMS IN THE CONCRETE SHALL BE IN ACCORDANCE WITH THESE DRAWINGS OR SHALL BE APPROVED BY THE ENGINEER.
- NO ALUMINUM CONDUIT OR PRODUCTS CONTAINING ALUMINUM OR ANY OTHER MATERIAL INJURIOUS TO CONCRETE SHALL BE EMBEDDED IN THE CONCRETE.
- CONCRETE SHALL BE MIXED AND DELIVERED IN ACCORDANCE WITH ASTM C 94.
- THE REQUIREMENTS FOR CONCRETE MIXES, PLACING, TESTING AND CURING ARE CONTAINED IN CBC SECTIONS 1905 - 1906 AND THE PROJECT SPECIFICATIONS.
- PORTLAND CEMENT SHALL CONFORM TO ASTM C150 TYPE II. AGGREGATE SHALL CONFORM TO ASTM C33.

CONCRETE REINFORCING (CONT)

- CONTINUOUS WATERSTOP AS SPECIFIED SHALL BE INSTALLED IN ALL CONSTRUCTION JOINTS IN WALLS OF WATER HOLDING BASINS, CHANNELS, AND BELOW GRADE STRUCTURES, EXCEPT WHERE SPECIFICALLY NOTED OTHERWISE.
- THE CONCRETE JOINTS IN SLABS, AS SHOWN, ARE MINIMUM REQUIREMENTS. CONTRACTOR SHALL SUBMIT ALTERNATE CONSTRUCTION JOINT LAYOUT DRAWINGS TO THE ENGINEER FOR REVIEW PRIOR TO CONSTRUCTION.
- CAST IN PLACE CONCRETE ANCHOR BOLTS SHALL BE ASTM F1554 GRADE 36. EXTERIOR ANCHOR BOLTS SHALL BE GALVANIZED.

CONCRETE REINFORCING

- PROVIDE LARGER SIZES AND MORE REINFORCING IN ALL SECTIONS OF CONCRETE WHERE REQUIRED BY THE DETAILS ON THE DRAWINGS OR BY THE SPECIFICATIONS.
- CLEARANCE FOR REINFORCEMENT BARS, UNLESS SHOWN OTHERWISE, SHALL BE: CAST AGAINST EARTH = 3", ALL OTHER CONCRETE SURFACES: #5 BAR OR SMALLER = 1 1/2", #6 BAR OR LARGER = 2".
- REFER TO WALL CORNER AND WALL INTERSECTION REINFORCING DETAIL 3303. WALL CORNER REINFORCING SIZES AND SPACINGS SHALL BE AS SHOWN ON THE DRAWINGS AND REFERENCED TO THIS DETAIL. TYPICAL HORIZONTAL WALL REINFORCING SHALL LAP WITH THE CORNER HORIZONTAL REINFORCING.
- ALL BENDS, UNLESS OTHERWISE SHOWN, SHALL BE 90 DEGREE ACI 318 STANDARD HOOKS.
- PROVIDE A MINIMUM OF TWO VERTICAL DOWELS AT WALL ENDS, CORNERS AND INTERSECTIONS WITH SIZE TO MATCH TYPICAL VERTICAL REINFORCING STEEL SHOWN.
- ALL REINFORCING BENDS AND LAPS, UNLESS OTHERWISE NOTED, SHALL SATISFY THE FOLLOWING MINIMUM REQUIREMENTS:

CONCRETE DESIGN STRENGTH = 4,000 PSI		GRADE 60 REINF STEEL				
BAR SIZE		#3	#4	#5	#6	#7
LAP SPLICE LENGTH						
	TOP BAR *	2'-0"	2'-8"	3'-4"	4'-0"	5'-10"
	OTHER BAR	1'-6"	2'-1"	2'-7"	3'-1"	4'-6"

* TOP BARS SHALL BE DEFINED AS ANY HORIZONTAL BARS PLACED SUCH THAT MORE THAN 12" OF CONCRETE IS CAST IN THE MEMBER BELOW THE BAR IN ANY SINGLE POUR. HORIZONTAL WALL BARS ARE CONSIDERED TOP BARS.
 ** WHERE 3000 PSI CONCRETE IS USED, INCREASE ABOVE LENGTHS BY 16%.

FORMWORK, SHORING AND BRACING

- THE STRUCTURES SHOWN ON THE DRAWINGS HAVE BEEN DESIGNED FOR STABILITY UNDER FINAL CONDITIONS ONLY. THE DESIGN SHOWN DOES NOT INCLUDE THE NECESSARY COMPONENTS OR EQUIPMENT FOR THE STABILITY OF THE STRUCTURE DURING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR ALL WORK RELATING TO CONSTRUCTION ERECTION METHODS, BRACING, SHORING, RIGGING, GUYS, SCAFFOLDING, FORMWORK, AND OTHER WORK AIDS REQUIRED TO SAFELY PERFORM THE WORK SHOWN

60% SUBMITTAL
 NOT FOR CONSTRUCTION

VERIFY SCALE
 BAR IS ONE INCH ON DRAWING
 UNLESS OTHERWISE NOTED
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

APPROVED
 J. MATTA

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TOWN OF FLORENCE
 NORTH LAGOON RESERVOIR

STRUCTURAL
 STRUCTURAL NOTES 1

DATE: JUNE 26, 2014
 PROJECT NUMBER: 13-057-04
 DRAWING NUMBER: S-001
 SHEET: - OF -

METAL BUILDINGS:

- METAL BUILDING FOUNDATIONS ARE ONLY PRELIMINARY FOR BIDDING PURPOSES, THE CONTRACTOR IS TO SUBMIT METAL BUILDING DRAWINGS AND CALCULATIONS, BASED ON THE COLUMN/FRAME LAYOUT SHOWN, DESIGNED AND SIGNED BY A CIVIL OR STRUCTURAL ENGINEER LICENSED IN THE SAME STATE AS THE PROJECT, ONCE THE METAL BUILDING DRAWINGS AND CALCULATIONS HAVE BEEN REVIEWED AND APPROVED BY THE ENGINEER THE METAL BUILDING FOUNDATIONS MAY BE REDESIGNED AND REISSUED TO THE CONTRACTOR FOR CONSTRUCTION, SHOULD THE CONTRACTOR REQUEST REVISIONS TO THE COLUMN/FRAME LAYOUT TO FACILITATE HIS OPERATION OR THE METAL BUILDING MANUFACTURER, THE CONTRACTOR SHALL COMPENSATE THE OWNER FOR SUCH ADDITIONAL REVISIONS.
- THESE DRAWINGS PERTAIN TO THE FOUNDATIONS ONLY. DRAWINGS AND CALCULATIONS FOR METAL BUILDINGS SHALL BE PROVIDED BY THE CONTRACTOR AND SHALL BE DESIGNED AND SIGNED BY A CIVIL OR STRUCTURAL ENGINEER LICENSED IN THE SAME STATE AS THE PROJECT.

FRP GRATING AND PLATFORMS:

- PROVIDE FRP GRATING WITH NON-SKID SURFACE OVER AREAS INDICATED ON DRAWINGS, MATERIAL SHALL BE PREMIUM GRADE, FIRE RESISTANT VINYLESTER RESIN WITH GLASS REINFORCEMENT CONSTRUCTED BY THE PULTRUSION METHOD.
- DESIGN CRITERIA:
 - UNIFORMLY DISTRIBUTED LOAD OF 100 PSF.
 - CONCENTRATED LOAD OF 300 POUNDS ON 2'X2' AREA WITHOUT ANY OTHER SUPERIMPOSED LOAD.
 - MAXIMUM GRATING DEFLECTION UNDER UNIFORMLY DISTRIBUTED LOAD OF 100 PSF = 1/4" OR SPAN/180, WHICHEVER IS LESS.
 - DESIGN BEAMS SUPPORTING GRATING FOR NON-REDUCIBLE SUPERIMPOSED LOAD OF 100 PSF. MAXIMUM BEAM DEFLECTION = SPAN/180.
- GRATING SHALL BE BANDED ON ALL EDGES.
- UNLESS OTHERWISE NOTED ALL GRATING SHALL BE REMOVABLE.
- PROVIDE AND INSTALL EMBEDDED FRP EDGE ANGLES AND THEIR ANCHORAGE AT SUPPORTING CONCRETE OR MASONRY WALLS. GRATING ATTACHMENT HARDWARE SHALL BE OF TYPE 316 STAINLESS STEEL, UNLESS OTHERWISE NOTED.
- SUBMIT SHOP DRAWINGS FOR GRATING AND SUPPORTING FRAMING TO THE ENGINEER FOR REVIEW.

EPOXY ANCHORS

- EPOXY ANCHORS AND EPOXY DOWELS SHALL BE HILTI HIT-HY 150 MAX-SD UNLESS NOTED OTHERWISE. INSTALL ANCHORS IN CONFORMANCE WITH THE MANUFACTURER'S REQUIREMENTS AND ICC REPORT ESR-3013.
- SPECIAL INSPECTION IS REQUIRED PER CBC SECTION 1704 AND THE REQUIREMENTS OF THE ICC REPORT.
- THREADED RODS TO BE STAINLESS STEEL 316. REBAR TO BE ASTM A615.
- CONTRACTOR SHALL VERIFY MINIMUM EDGE DISTANCES, SPACING AND THICKNESSES ARE IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS PRIOR TO INSTALLING ANCHORS.
- WHEN DRILLING HOLES IN EXISTING CONCRETE, USE CARE AND CAUTION TO AVOID CUTTING OR DAMAGING THE EXISTING REINFORCING BARS. MAINTAIN A REASONABLE CLEARANCE BETWEEN REINFORCEMENT AND THE DRILLED-IN ANCHOR. CORE DRILLED HOLES ARE NOT PERMITTED.
- THE SPECIAL INSPECTOR MUST BE PRESENT ON THE JOB SITE DURING ANCHOR INSTALLATION TO VERIFY ANCHOR TYPE, ANCHOR DIMENSIONS, HOLE CLEANLINESS, EMBEDMENT DEPTH, CONCRETE TYPE, CONCRETE COMPRESSIVE STRENGTH, DRILL BIT DIAMETER, HOLE DEPTH, EDGE DISTANCE, ANCHOR SPACING, CONCRETE THICKNESS, AND ADHESIVE INJECTION.

SPECIAL INSPECTION

- SPECIAL INSPECTION IS IN ADDITION TO THE INSPECTIONS REQUIRED BY SECTION 110 OF THE IBC, THE OWNER SHALL EMPLOY A SPECIAL INSPECTOR DURING CONSTRUCTION ON THE TYPES OF WORK INDICATED BELOW.
- SPECIAL INSPECTIONS SHALL BE PERFORMED BY A QUALIFIED PERSON WHO IS ACCEPTABLE TO THE ENGINEER AND BUILDING DEPARTMENT, THE SPECIAL INSPECTOR SHALL OBSERVE THE INDICATED WORK FOR COMPLIANCE WITH THE APPROVED CONTRACT DOCUMENTS AND SUBMIT RECORDS OF INSPECTION.
- INSPECTION RECORDS AND TESTING REPORTS SHALL BE SUBMITTED TO THE ENGINEER, OWNER, AND BUILDING OFFICIAL WITHIN ONE WEEK OF INSPECTION OR WITHIN ONE WEEK OF TEST COMPLETION.
- AT THE CONCLUSION OF CONSTRUCTION, A FINAL REPORT DOCUMENTING REQUIRED SPECIAL INSPECTIONS AND CORRECTION OF DISCREPANCIES SHALL BE SUBMITTED.
- SPECIAL INSPECTION IS REQUIRED PER CHAPTER 17 OF THE CBC FOR THE FOLLOWING ITEMS:
 - REINF CONCRETE CONSTRUCTION

REQUIRED STRUCTURAL INSPECTION (CONCRETE)					
VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	REFERENCED STANDARD	2010 CBC REFERENCE	
1 INSPECTION OF REINF STEEL AND PLACEMENT	-	X	ACI 318; 3.5, 7.1-7.7	1913.4	
2 INSPECTION OF REINF STEEL WELDING	SEE WELDING SPECIAL INSPECTION REQUIREMENTS		AWS D1.4, ACI 318; 3.5.2	-	
3 INSPECTION OF AB TO BE INSTALLED IN CONCRETE PRIOR TO AND DURING PLACEMENT OF CONCRETE	X	-	-	1911.5	
4 INSPECTION OF ANCHORS INSTALLED IN HARDENED CONCRETE	-	X	-	-	
5 VERIFYING USE OF REQUIRED DESIGN MIX	-	X	ACI 318; Ch. 4, 5.2-5.4	1904.2.2, 1913.2, 1913.3	
6 AT THE TIME FRESH CONCRETE IS SAMPLED TO FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE	X	-	ASTM: C172, C31 ACI 318; 5.6, 5.8	1913.10	
8 INSPECTION FOR MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES	-	X	ACI 318; 5.11-5.13	1913.9	
12 INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED	-	X	ACI 318; 6.1.1	-	

STRUCTURAL OBSERVATION

- STRUCTURAL OBSERVATION SHALL BE IN ACCORDANCE WITH CBC SECTION 1710 TOGETHER WITH LOCAL AND STATE AMENDMENTS.
- THE OWNER SHALL EMPLOY A REGISTERED DESIGN PROFESSIONAL TO PERFORM STRUCTURAL OBSERVATIONS FOR GENERAL CONFORMANCE TO THE APPROVED CONSTRUCTION DOCUMENTS. STRUCTURAL OBSERVATION DOES NOT WAIVE THE RESPONSIBILITY FOR ANY REQUIRED SPECIAL INSPECTIONS OR INSPECTIONS BY THE BUILDING OFFICIAL.
- ONSITE STRUCTURAL OBSERVATION SHALL BE PERFORMED AT LEAST ONCE A MONTH, PLUS AT COMPLETION, FOR EACH SEISMIC FORCE OR WIND FORCE RESISTING SYSTEM IDENTIFIED, INCLUDING FOUNDATIONS AND CONNECTIONS.
- AT THE CONCLUSION OF CONSTRUCTION, THE STRUCTURAL OBSERVER SHALL SUBMIT TO THE BUILDING OFFICIAL, A WRITTEN STATEMENT THAT THE SITE VISITS HAVE BEEN MADE AND IDENTIFY ANY REPORTED DEFICIENCIES WHICH, TO THE BEST OF THE STRUCTURAL OBSERVER'S KNOWLEDGE, HAVE NOT BEEN RESOLVED.
- STRUCTURAL OBSERVATION SHALL INCLUDE VISUAL OBSERVATION OF THE STRUCTURAL SYSTEM AT SIGNIFICANT CONSTRUCTION STAGES AND AT COMPLETION OF THE STRUCTURAL SYSTEM FOR EACH STRUCTURE CONTAINED IN THE WORK, THE CONTRACTOR SHALL SCHEDULE AND FACILITATE STRUCTURAL OBSERVATION INCLUDING THE FOLLOWING:
 - FOUNDATION REINFORCING STEEL, WATERSTOPS, EMBEDS, AND SIMILAR ITEMS PRIOR TO CONCRETE PLACEMENT.
 - STEEL DRAG STRUT AND COLLECTOR CONNECTIONS PRIOR TO COVER.
 - ALL OTHER LATERAL FORCE RESISTING SYSTEMS NOT SPECIFICALLY IDENTIFIED ABOVE.

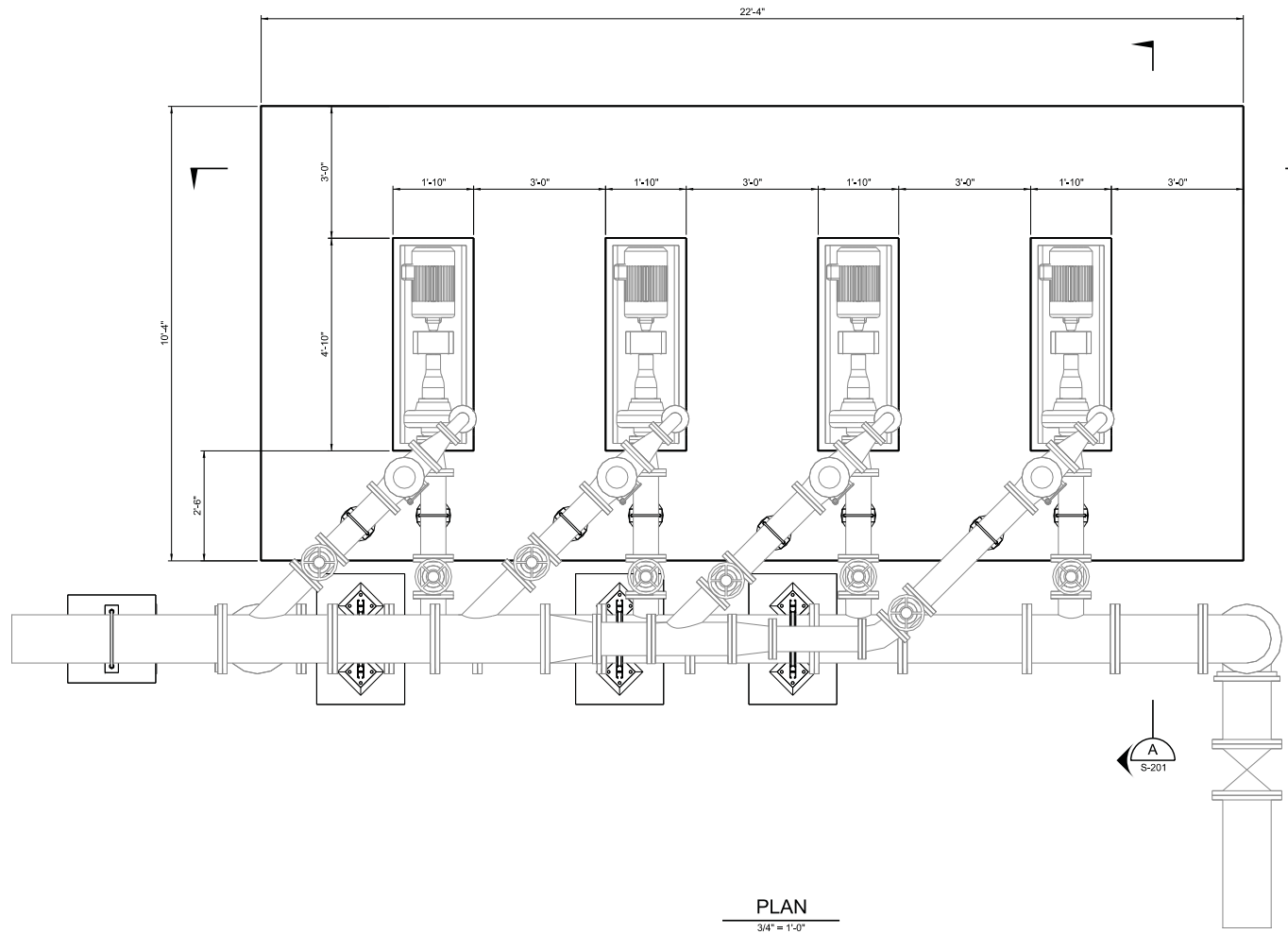
DEFERRED SUBMITTALS

- PER 2010 CBC 107.3.4.2 THE FOLLOWING ITEMS SHALL BE STAMPED BY AN ENGINEER REGISTERED IN THE STATE OF THE PROJECT. ITEMS SHALL BE SUBMITTED TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL NOT START FABRICATION OR ERECTION PRIOR TO REVIEW AND APPROVAL BY THE ENGINEER. THE CONTRACTOR SHALL INCLUDE IN HIS BID ALL TIME AND EFFORT REQUIRED TO OBTAIN APPROVAL FOR THE FOLLOWING PREFABRICATED STRUCTURAL COMPONENTS:
 - PRE-ENGINEERED METAL BUILDING DRAWINGS AND CALCULATIONS
 - HANDRAIL DRAWINGS AND CALCULATIONS OR TEST DATA
 - PIPE SUPPORT SYSTEM DESIGN AND CALCULATIONS

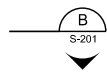
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VERIFY SCALE BAR IS ONE INCH ON DRAWING EQUALS ONE FOOT ON THE SHEET. ADJUST SCALES ACCORDINGLY.	DESIGN BY J. MATTA
	DRAWN BY J. MATTA
CHECKED BY J. MATTA	APPROVED BY J. MATTA
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TOWN OF FLORENCE NORTH LAGOON RESERVOIR	
STRUCTURAL STRUCTURAL NOTES 2	
DATE: JUNE 26 14 PROJECT NUMBER: 13-057-04 DRAWING NUMBER: S-002 SHEET: - OF -	

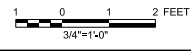
1 2 3 4 5 6



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3/4" = 1'-0"



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JK	
DRAWN	DATE
VP	
CHECKED	DATE
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APPROVED	DATE
J. MATTA	

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TOWN OF FLORENCE
NORTH LIFTING RESERVOIR

STRUCTURAL
**BOOSTER PUMP STATION
PLAN**

DATE	JUNE 2014
PROJECT NUMBER	13-057-04
DRAWING NUMBER	S-101
SHEET	- OF -

PIPE AND FITTING SYMBOLS

DOUBLE LINE	SINGLE LINE	
		EXISTING PIPE (SCREENED)
		NEW PIPE
		EXISTING PIPE TO BE ABANDONED
		EXISTING PIPE TO BE REMOVED
		WELDED JOINT
		GROOVED END JOINT - FLEXIBLE
		GROOVED END JOINT - RIGID
		FLANGED JOINT
		MECHANICAL JOINT
		HUB & SPIGOT JOINT (RUBBER GASKET PUSH-ON)
		BALL JOINT
		FLANGE COUPLING ADAPTER
		FLEXIBLE COUPLING
		FLEXIBLE COUPLING WITH THRUST TIES
		DISMANTLING JOINT
		STEEL BELLOWS EXPANSION JOINT
		ELASTOMER BELLOWS EXPANSION JOINT
		ELBOW - 90 DEGREE
		ELBOW UP - 90 DEGREE
		ELBOW DOWN - 90 DEGREE
		ELBOW - 45 DEGREE
		ELBOW UP - 45 DEGREE
		ELBOW DOWN - 45 DEGREE
		TEE
		TEE UP
		TEE DOWN
		CROSS
		LATERAL
		LATERAL UP
		LATERAL DOWN
		REDUCER - CONCENTRIC

PIPE AND FITTING SYMBOLS

DOUBLE LINE	SINGLE LINE	
		REDUCER - ECCENTRIC
		UNION
		BLIND FLANGE
		PLUG
		CAP

VALVE SYMBOLS

DOUBLE LINE	SINGLE LINE	
		GATE
		KNIFE GATE
		BUTTERFLY
		GLOBE
		BALL
		VEE BALL
		PLUG OR COCK
		ECCENTRIC PLUG WITH REQUIRED SEAT LOCATION
		FULL PORT PLUG
		NEEDLE
		DIAPHRAGM
		PINCH VALVE
		SWING CHECK
		DOUBLE DISK OR SILENT CHECK
		BALL CHECK
		HOSE VALVE
		NON FREEZE HOSE VALVE X=NUMBER IN SPECIFICATIONS
		NON FREEZE HOSE VALVE WITH HOSE RACK X=NUMBER IN SPECIFICATIONS
		SAMPLE
		MUD
		PRESSURE RELIEF
		AIR AND/OR VACUUM RELEASE
		PRESSURE CONTROL
		MULTI-PORT VALVE ARROWS INDICATE FLOW PATTERN, SEAT PORTS ARE IMPLIED BY INDICATED FLOW PATTERN, BALL VALVE SHOWN, FOR OTHER VALVE TYPES, APPROPRIATE VALVE SYMBOL SHOWN.
		FIRE HYDRANT
		CATHODIC PROTECTION TEST STATION
		CATHODIC PROTECTION ANODE

FLOW METERS

DOUBLE LINE	SINGLE LINE	
		MAGMETER
		PROPELLER METER
		INSERTION METER

PUMPS

	METERING
	DIAPHRAGM
	CENTRIFUGAL
	PERISTALTIC

MIXERS

	STATIC MIXER
--	--------------

ACTUATORS

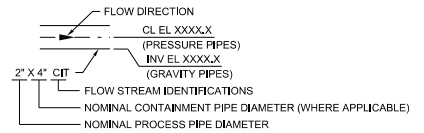
	PNEUMATIC
	MOTORIZED
	SOLENOID

MISCELLANEOUS PIPING SYMBOLS

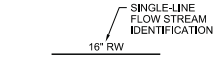
	STRAINER
	SIGHT GLASS
	FLEXIBLE (ELASTOMER) PIPE CONNECTION
	GAUGE WITH COCK
	THERMOMETER
	ROTAMETER
	GALVANIC ANODE
	AIR SET
	XX = SUPPLY PRESSURE - PSIG TYPICAL INSTRUMENT SYMBOL (SEE I&C LEGEND)
	DRAIN
	DOUBLE CONTAINMENT PIPE

PIPING DESIGNATION

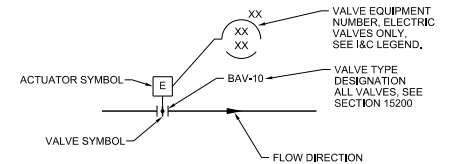
DOUBLE LINE



SINGLE LINE



VALVE DESIGNATIONS



NOTES

- ELECTRIC VALVE SHOWN, MANUAL VALVE SIMILAR.

NOTES

- ONLY FLANGED END CONNECTIONS ARE SHOWN HERE FOR DOUBLE LINE FITTINGS. FITTINGS WITH OTHER END PATTERNS ARE SHOWN SIMILARLY ON THE CONSTRUCTION DRAWINGS. ALSO SEE PIPING SPECIFICATIONS AND THE PIPING SCHEDULE.
- SYMBOLS SHOWN HERE FOR SINGLE LINE FITTINGS ARE GENERIC ONLY. REFER TO PIPING SPECIFICATIONS FOR SPECIFIC END CONNECTIONS FOR SINGLE LINE PIPE AND FITTINGS.

GENERAL PIPING NOTES

- LAY PIPE TO UNIFORM GRADE BETWEEN INDICATED ELEVATION POINTS. MINIMUM COVER SHALL BE 36 INCHES UNLESS OTHERWISE SHOWN.
- SIZE OF FITTINGS SHOWN ON DRAWINGS SHALL CORRESPOND TO ADJACENT STRAIGHT RUN OF PIPE, UNLESS OTHERWISE INDICATED. TYPE OF JOINT AND FITTING MATERIAL SHALL BE THE SAME AS SHOWN FOR ADJACENT STRAIGHT RUN OF PIPE.
- LOCATION AND NUMBER OF PIPE HANGERS AND PIPE SUPPORTS SHOWN IS ONLY APPROXIMATE. FINAL SUPPORT REQUIREMENTS SHALL BE DETERMINED IN THE FIELD AND APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. MAXIMUM SPACING SHALL BE AS SPECIFIED.
- APPROPRIATE STANDARD WALL PIPE DETAIL SHALL BE USED WHEREVER PIPING PASSES FROM A STRUCTURE TO BACKFILL.
- ALL FLEXIBLE CONNECTORS OR FLANGED COUPLING ADAPTERS SHALL BE PROVIDED WITH THRUST TIES, BLOCKS, OR ANCHORS, UNLESS OTHERWISE NOTED. THRUST PROTECTION SHALL BE ADEQUATE FOR TEST PRESSURES SPECIFIED.
- SYMBOLS, LEGENDS, AND PIPE USE IDENTIFICATIONS SHOWN SHALL BE FOLLOWED THROUGHOUT THE DRAWINGS, WHEREVER APPLICABLE. ALL OF THE VARIOUS APPLICATIONS ARE NOT NECESSARILY USED IN THE PROJECT.
- ALL PIPING SPECIFIED TO BE PRESSURE TESTED, EXCEPT FLANGED, WELDED, GROOVED END OR SCREWED PIPING, SHALL BE PROVIDED WITH THRUST PROTECTION AT ALL DIRECTION CHANGES, UNLESS OTHERWISE NOTED, SEE THRUST DETAILS AND NOTES ON DRAWINGS.
- NUMBER AND LOCATION OF UNIONS SHOWN ON DRAWINGS ARE ONLY APPROXIMATE. PROVIDE ALL UNIONS NECESSARY TO FACILITATE CONVENIENT REMOVAL OF VALVES AND MECHANICAL EQUIPMENT.
- THE CONTRACTOR FOR THIS PROJECT IS RESPONSIBLE FOR COORDINATING AND PERFORMING THE CONNECTION OF THE PIPING AND ASSOCIATED APPURTENANCES INSTALLED UNDER THIS CONTRACT TO BOTH THE EXISTING PIPING AND FACILITIES.
- PRIOR TO SUBMITTING PIPING DRAWINGS FOR ANY NEW PIPE THAT IS TO CONNECT TO OR CROSS AN EXISTING PIPE OR STRUCTURE, THE CONTRACTOR SHALL EXPOSE THE EXISTING PIPE OR STRUCTURE TO VERIFY ITS EXACT LOCATION, SIZE, MATERIALS, AND INVERT ELEVATIONS.
- COMPONENTS SHOWN WITH A DOUBLE ASTERISK (**) ARE PART OF A PACKAGE SYSTEM. SEE EQUIPMENT SPECIFICATIONS.

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VERIFY SCALE
BASE IS ONE INCH ON DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

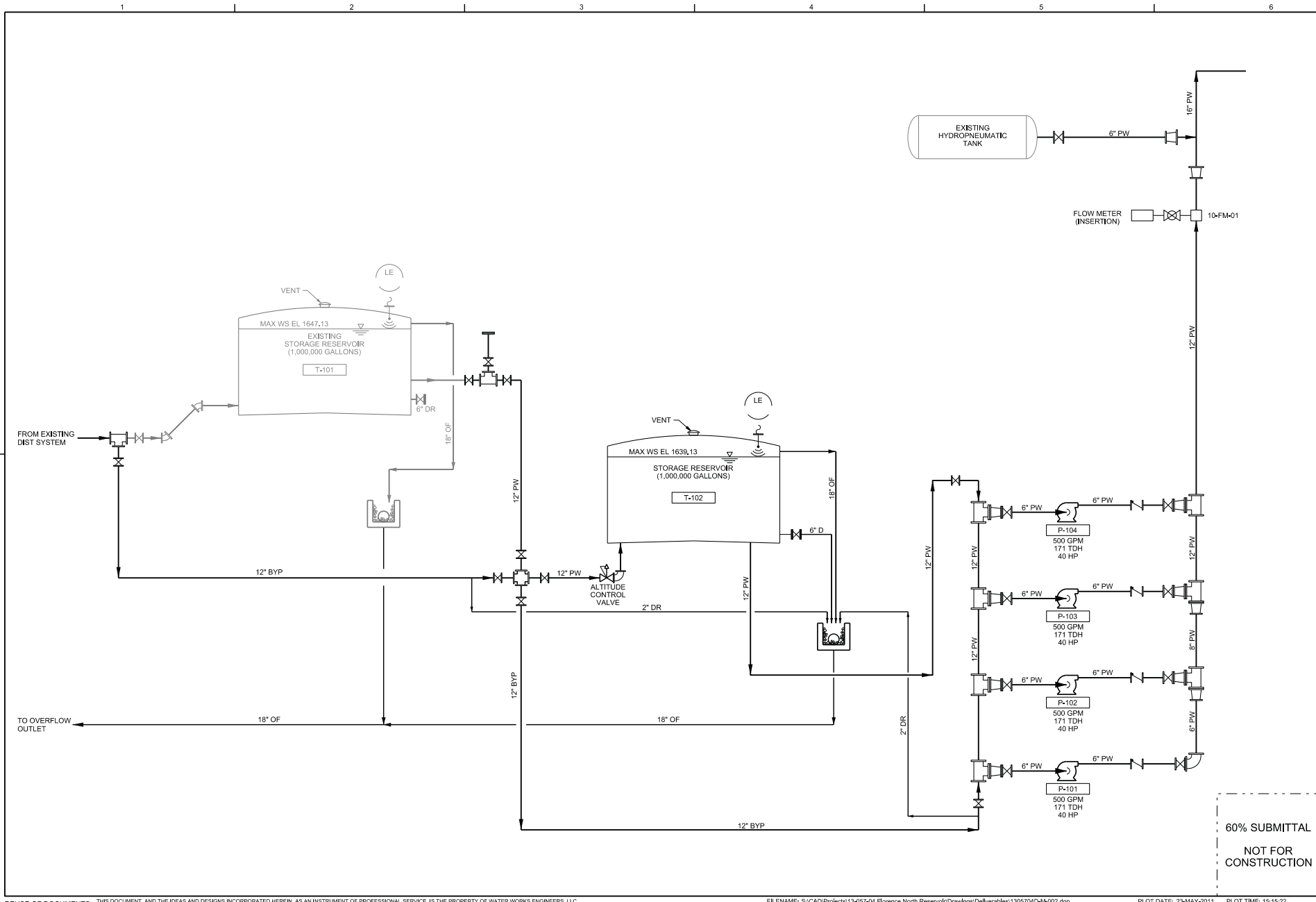
DESIGN: J. MATTA
DRAWN: J. MATTA
CHECKED: J. MATTA
APPROVED: J. MATTA

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TOWN OF FLORENCE
NORTH LAGOON RESERVOIR

MECHANICAL
LEGEND

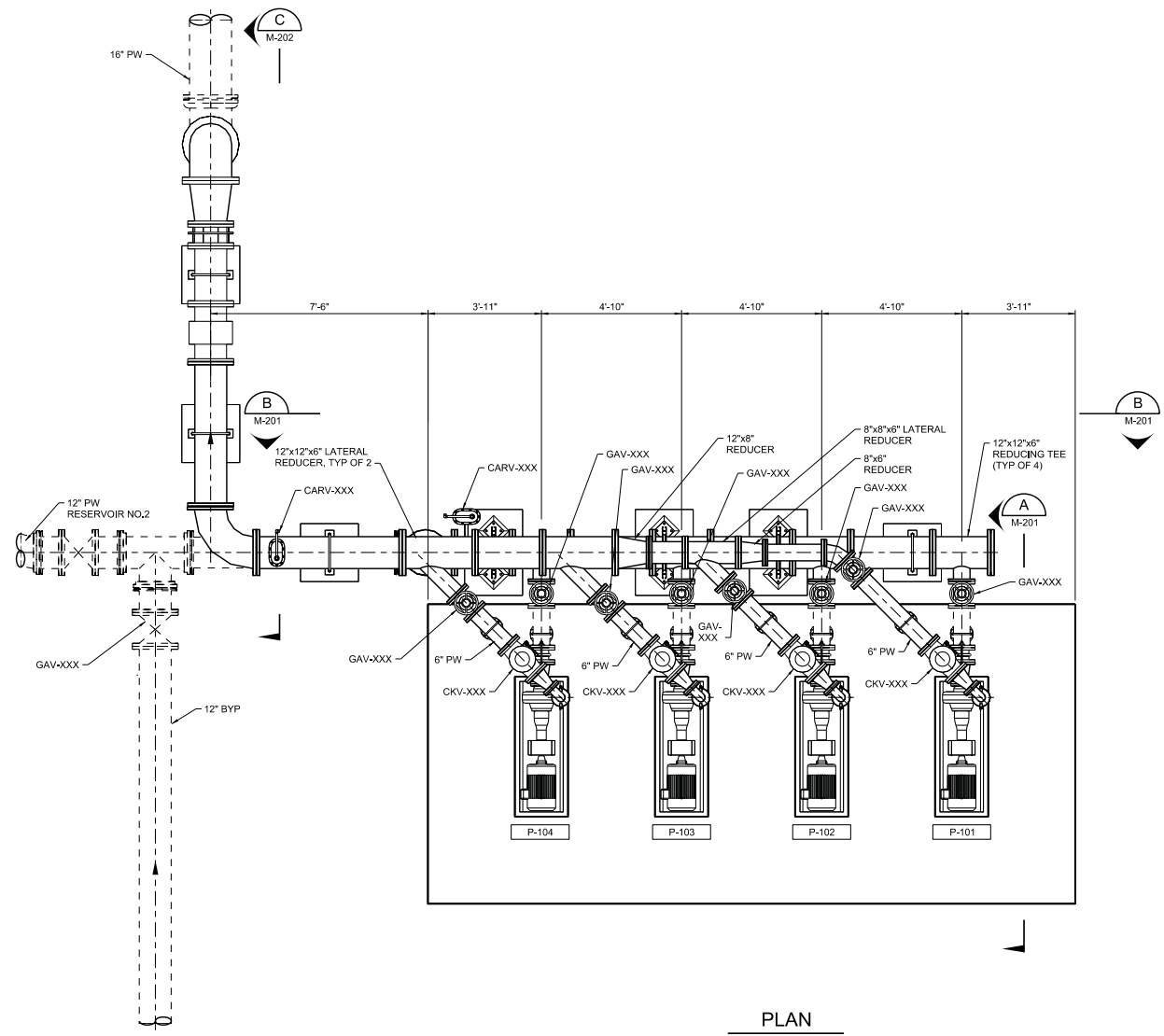
DATE: JUNE 2014
PROJECT NUMBER: 13-057-04
DRAWING NUMBER: M-001
SHEET: - OF -



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MECHANICAL	PROCESS FLOW DIAGRAM	TOWN OF FLORENCE NORTH LAGOON RESERVOIR	 WATERWORKS E N G I N E E R S <small>7800 N. Dobson Rd. Suite 200 - Scottsdale, AZ • 480-411-1102</small>	DESIGN: J. MATTA DRAWN: J. MATTA CHECKED: J. MATTA APPROVED: J. MATTA	VERIFY SCALE BAR IS ONE INCH ON DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY
				DATE: JUNE 2014 PROJECT NUMBER: 13-057-04 DRAWING NUMBER: M-002 SHEET: -	

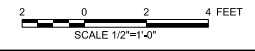
1 2 3 4 5 6



PLAN
1/2" = 1'-0"

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CONSTRUCTION



DESIGN DT	VERIFIED VP	APPROVED RB
VERIFY SCALE BAR IS ONE INCH ON DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY		

DRAWN VP CHECKED RB APPROVED J. MATTA
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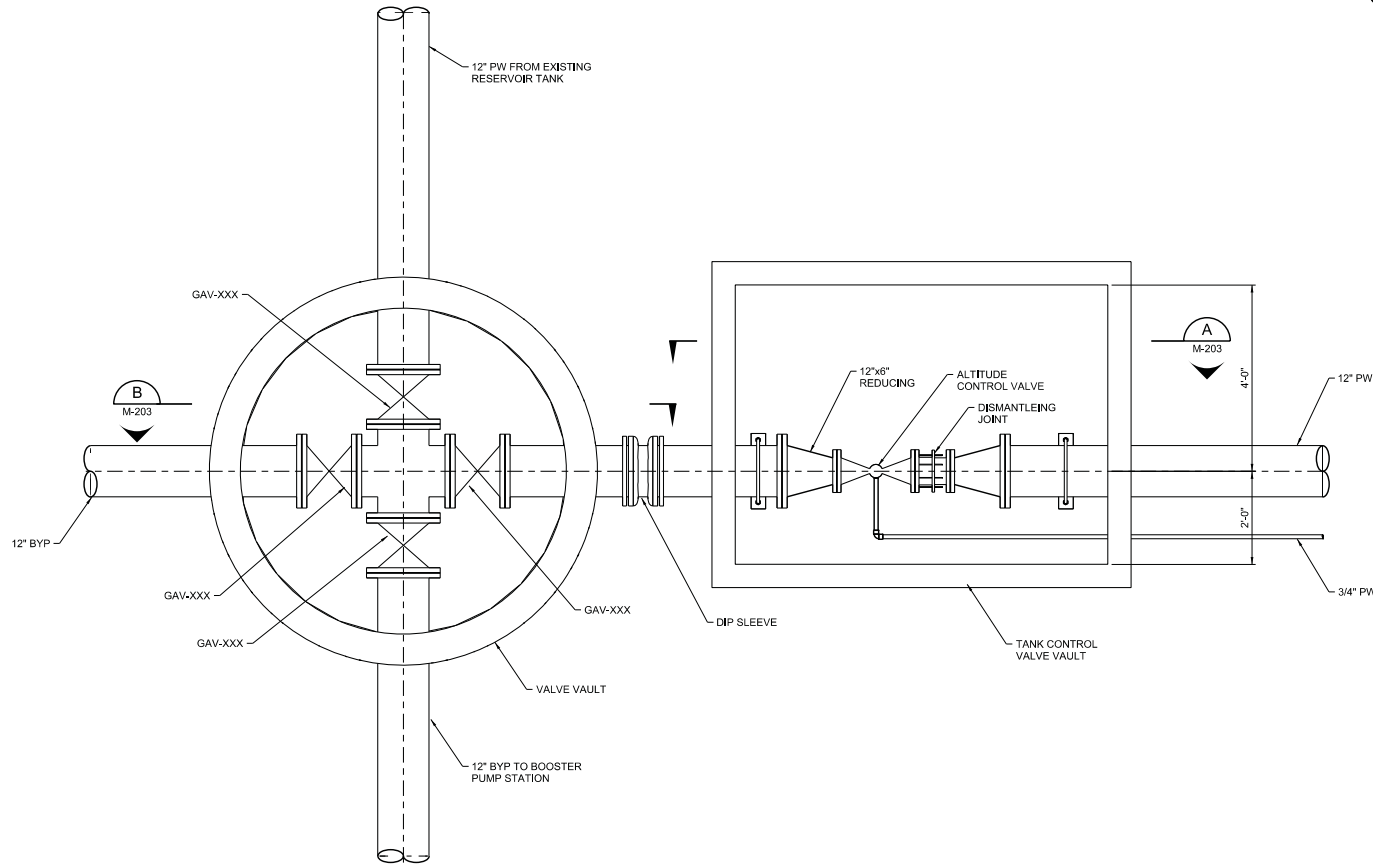
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TOWN OF FLORENCE
NORTH LIFTING RESERVOIR

MECHANICAL
**BOOSTER PUMP STATION
PLAN**

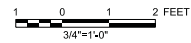
DATE JUNE 2014
PROJECT NUMBER 13-057-04
DRAWING NUMBER M-101
SHEET - OF -

1 2 3 4 5 6



PLAN
3/4" = 1'-0"

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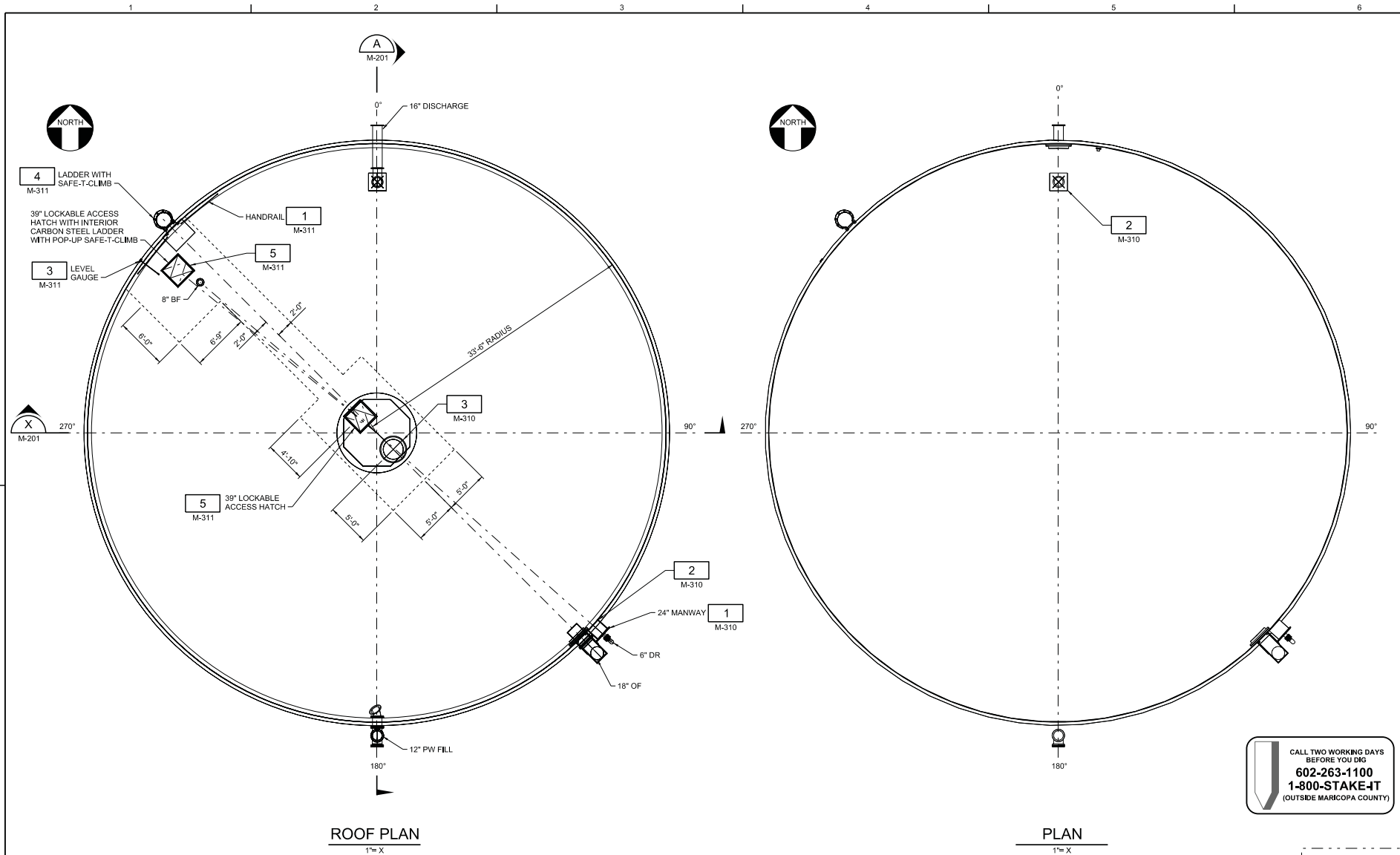
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DESIGN	DATE
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APPROVED	DATE
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TOWN OF FLORENCE
NORTH LIFTING RESERVOIR

MECHANICAL
VALVE VAULT AND
TANK CONTROL VALVE VAULT
PLAN

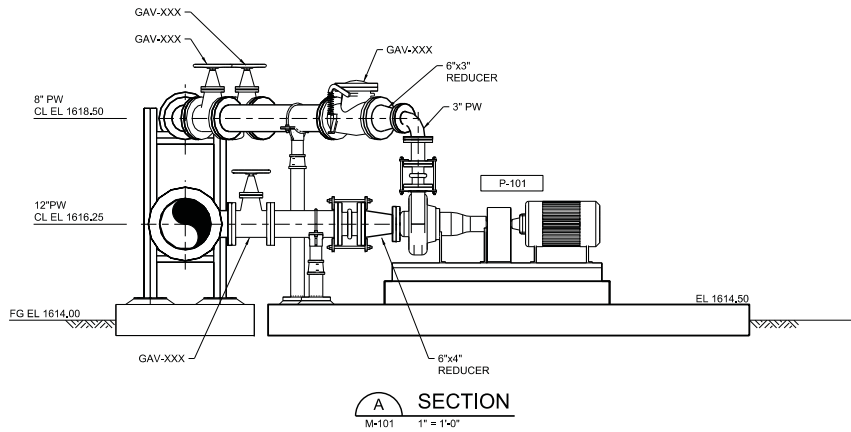
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DRAWING NUMBER	M-102
SHEET	- OF -



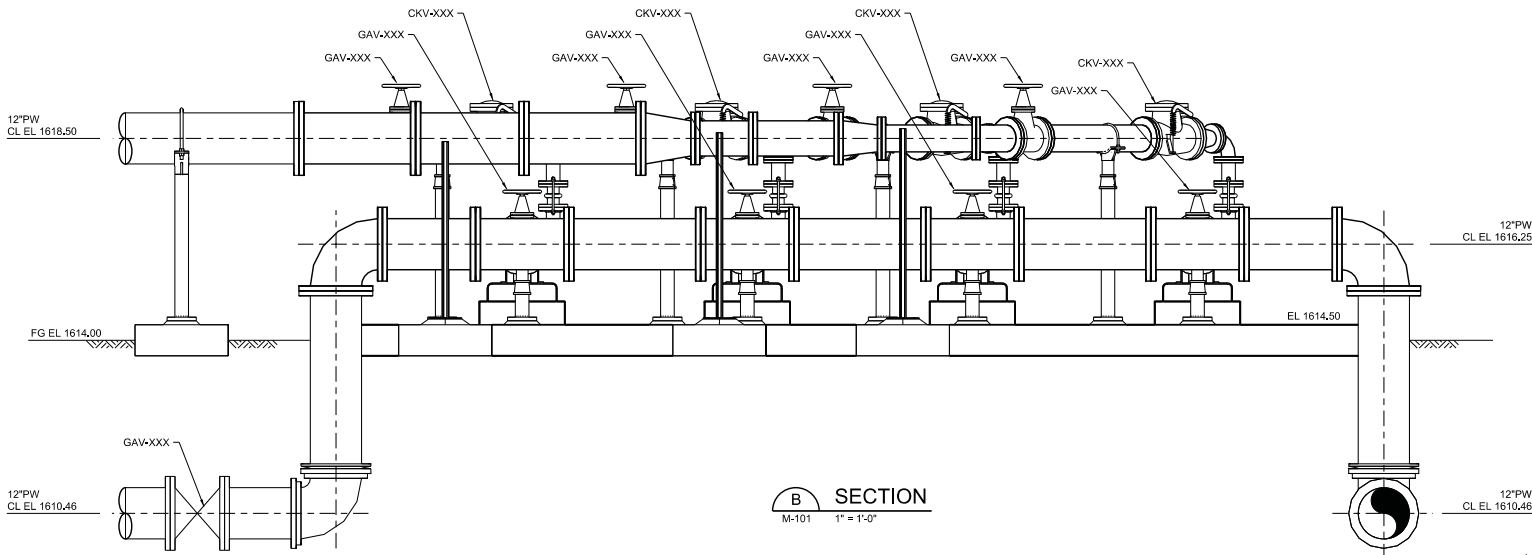
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VERIFY SCALE	
BAR IS ONE INCH ON	AS SHOWN
IF NOT ONE INCH ON	THIS SHEET, ADJUST SCALES ACCORDINGLY
DESIGN	J. MATTA
DRAWN	
VP	
FB	
APPROVED	
WATERWORKS ENGINEERS	
7800 N. DOWNEY BL. SUITE 200 • SCOTTSDALE, AZ • 85067-1192	
TOWN OF FLORENCE NORTH LIFTING RESERVOIR	
MECHANICAL RESERVOIR PLAN	
DATE	JUNE 2014
PROJECT NUMBER	13-057-04
DRAWING NUMBER	M-110
SHEET	- OF -

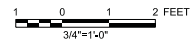


A SECTION
M-101 1" = 1'-0"



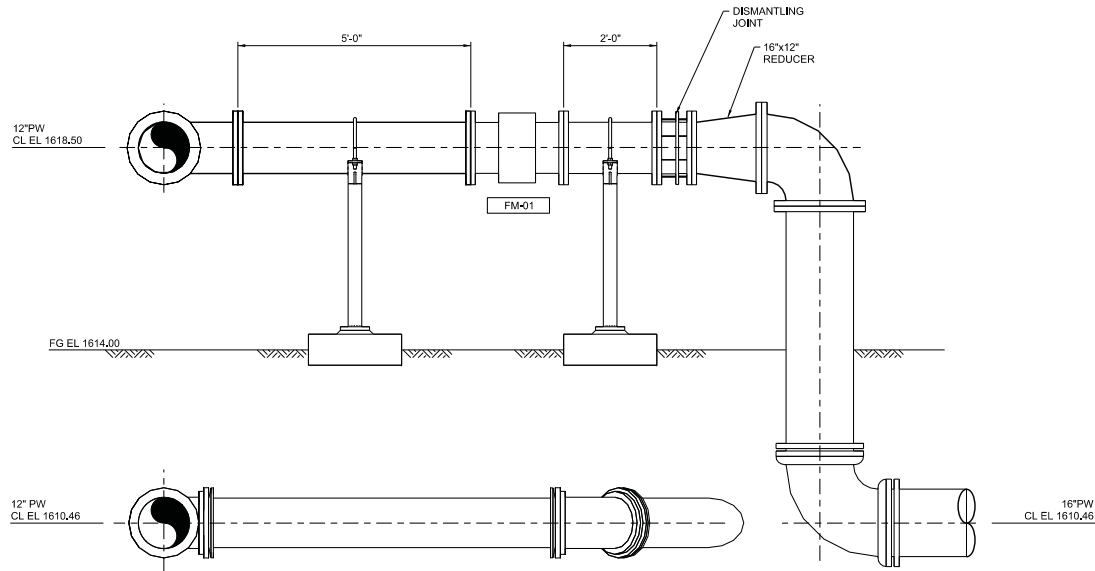
B SECTION
M-101 1" = 1'-0"

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



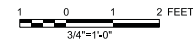
60% SUBMITTAL
NOT FOR CONSTRUCTION

VERIFY SCALE BAR IS ONE INCH ON DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	DESIGN: J. MATTA DRAWN: J. MATTA CHECKED: J. MATTA APPROVED: J. MATTA
	WATERWORKS ENGINEERS 7500 N. DODD RD. SUITE 200 • SCOTTSDALE, AZ • 85067-1192
TOWN OF FLORENCE NORTH LIFTING RESERVOIR	MECHANICAL BOOSTER PUMP STATION SECTIONS
DATE: JUNE 2014 PROJECT NUMBER: 13-057-04 DRAWING NUMBER: M-201 SHEET: - OF -	REUSE OF DOCUMENTS: THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF WATERWORKS ENGINEERS, LLC. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF WATERWORKS ENGINEERS, LLC.



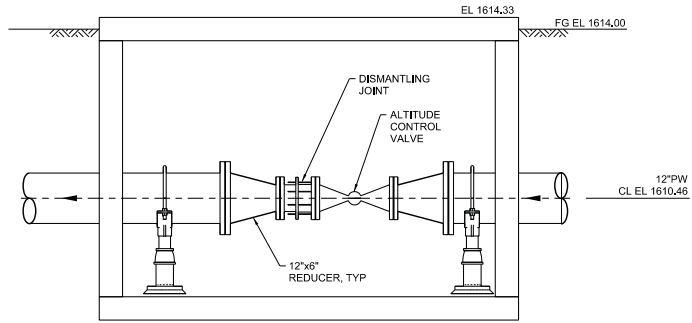
C SECTION
M-101 1" = 1'-0"

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

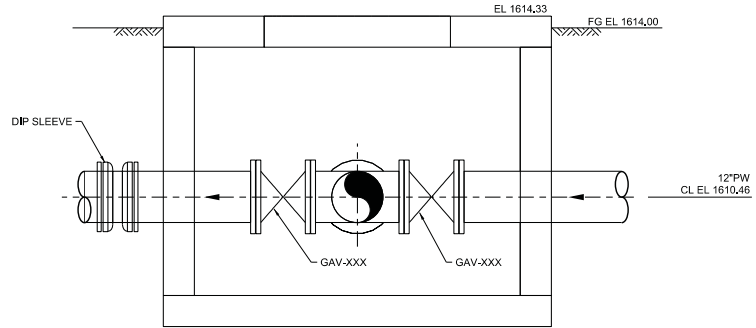


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VERIFY SCALE BAR IS ONE INCH ON DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
DESIGN: DT DRAWN: VP CHECKED: RB APPROVED: J. MATTA	WATERWORKS ENGINEERS <small>7800 N. DOWSON RD. SUITE 200 • SCOTTSDALE, AZ • 85066-1192</small>
TOWN OF FLORENCE NORTH LIFTING RESERVOIR	
MECHANICAL BOOSTER PUMP STATION SECTIONS	
DATE: JUNE 2014 PROJECT NUMBER: 13-057-04 DRAWING NUMBER: M-202 SHEET: -OF-	

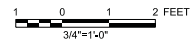


SECTION A
M-102 3/4" = 1'-0"



SECTION B
M-102 3/4" = 1'-0"

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



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NOT FOR CONSTRUCTION

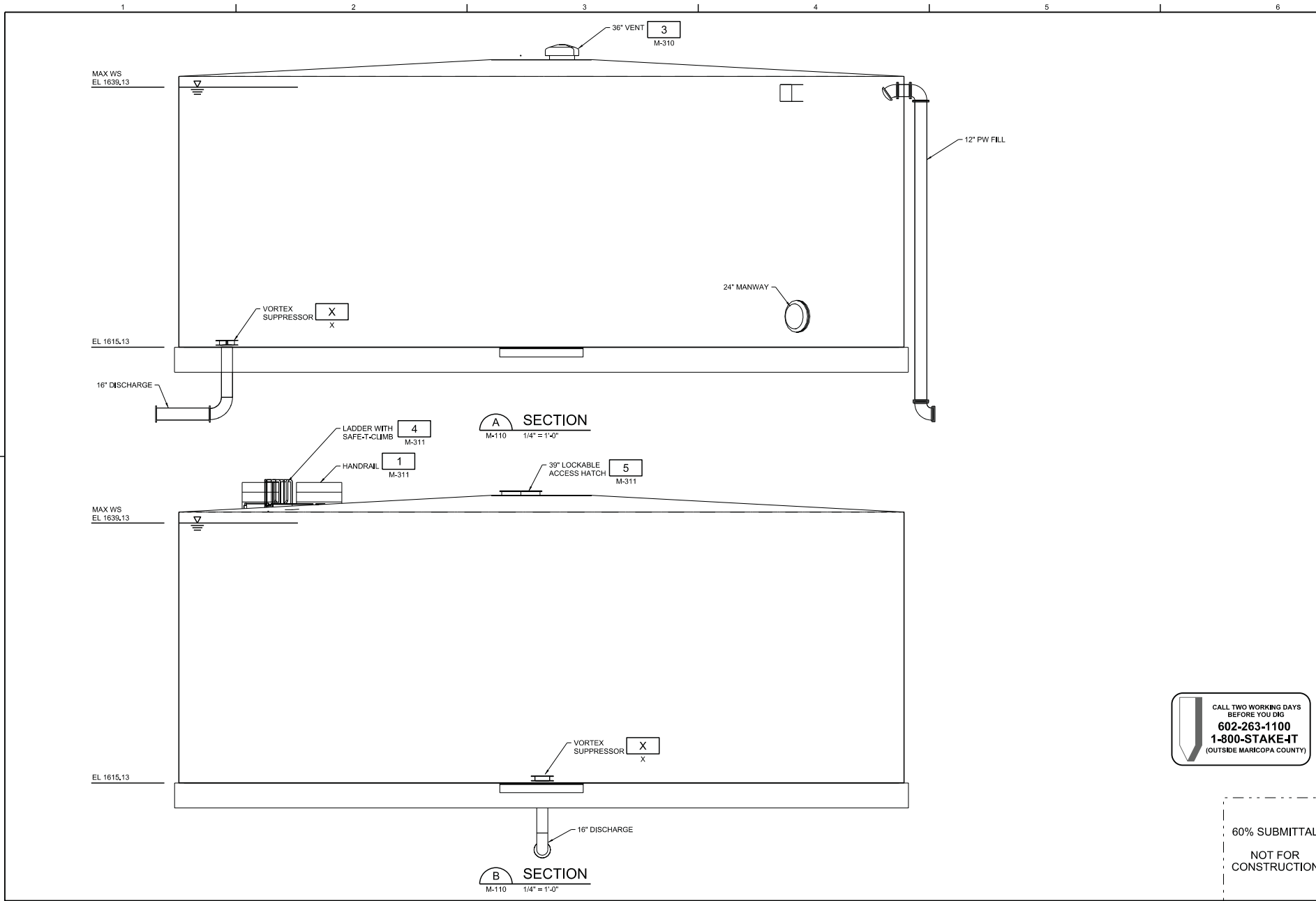
VERIFY SCALE	
BAR IS ONE INCH ON DRAWING	IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY
DESIGN	DATE
DT	
DRAWN	DATE
VP	
CHECKED	DATE
FB	
APPROVED	DATE
J. MATTA	

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TOWN OF FLORENCE
NORTH LIFTING RESERVOIR

MECHANICAL
VALVE VAULT AND
TANK CONTROL VALVE VAULT
SECTIONS

DATE	JUNE 2014
PROJECT NUMBER	13-057-04
DRAWING NUMBER	M-203
SHEET	- OF -



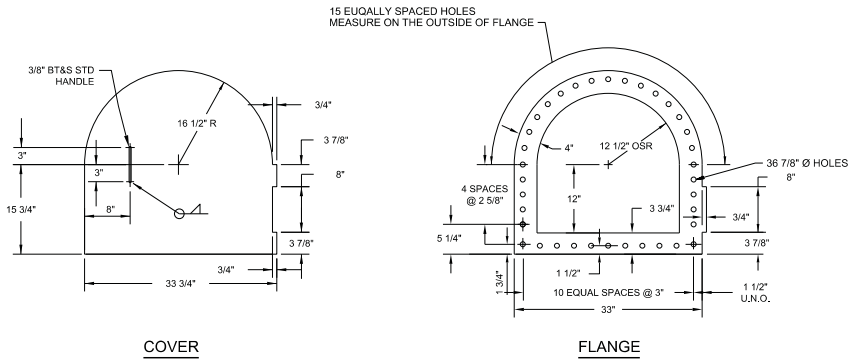
A SECTION
M-110 1/4" = 1'-0"

B SECTION
M-110 1/4" = 1'-0"

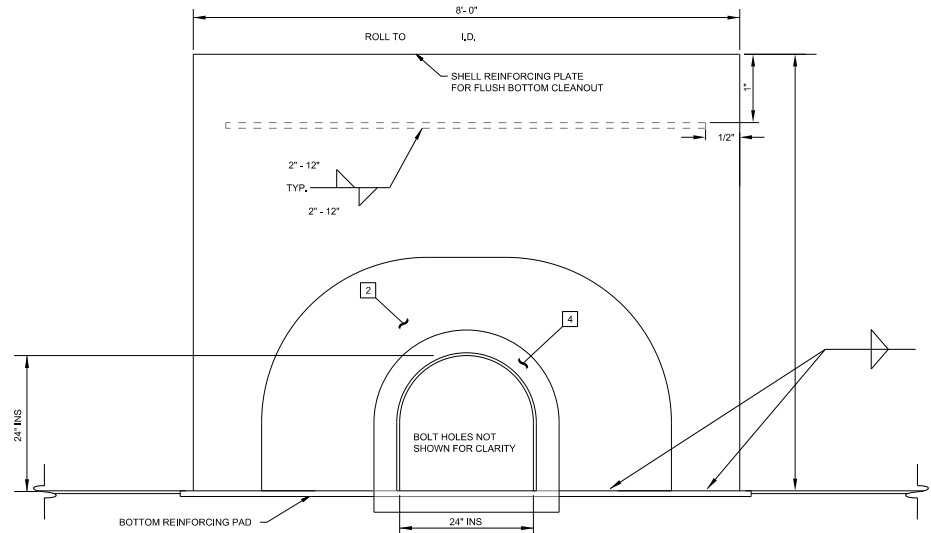
CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
 (OUTSIDE MARICOPA COUNTY)

60% SUBMITTAL
 NOT FOR CONSTRUCTION

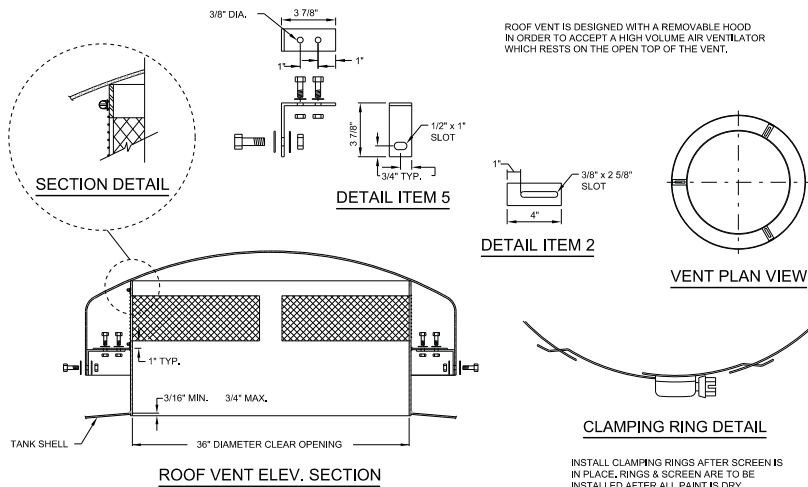
VERIFY SCALE BAR IS ONE INCH ON DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
DESIGN: DT DRAWN: VP CHECKED: RB APPROVED: J. MATTA	WATERWORKS ENGINEERS <small>7800 N. DOWSON RD. SUITE 200 • SCOTTSDALE, AZ • 85066-1192</small>
TOWN OF FLORENCE NORTH LIFTING RESERVOIR	
MECHANICAL RESERVOIR SECTIONS	
DATE: JUNE 2014 PROJECT NUMBER: 13-057-04 DRAWING NUMBER: M-210 SHEET: -OF-	SCALE: 14-18:03



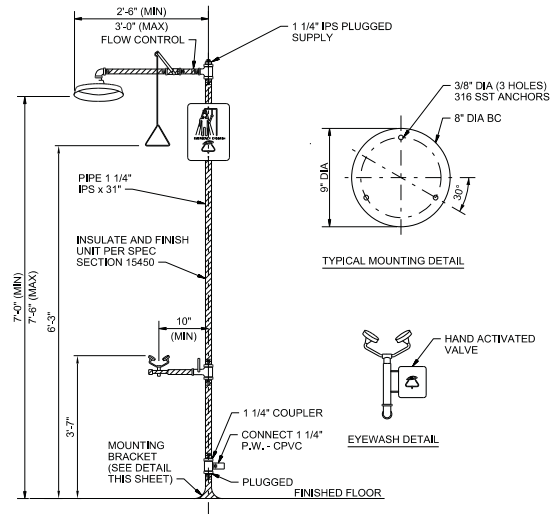
1 RESERVOIR CLEANOUT
NTS



2 SHEET REINFORCING PLATE FOR CLEANOUT FLANGE
NTS



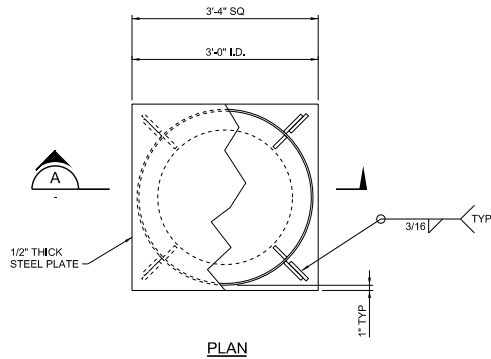
3 ROOF VENT
NTS



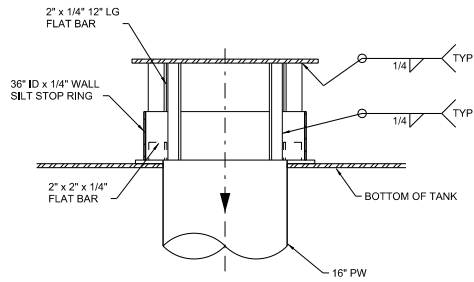
4 EMERGENCY SHOWER/EYEWASH
NTS

- NOTES:**
1. PROVIDE ANTI-SCALDING DEVICE WHEN MOUNTED OUTSIDE.
 2. PROVIDE FLOW SWITCH ALARM WITH (INITIALLY SET TO 20 SECONDS) DELAY TIMER AT PLANT SCADA PRIOR TO SOUNDING ALARM.
 3. PROVIDE PRESSURE REGULATOR TO LIMIT PRESSURE TO 80PSI.
 4. PROVIDE STAINLESS STEEL SHOWER HEAD AND EYEWASH BOWL.

60% SUBMITTAL
NOT FOR CONSTRUCTION

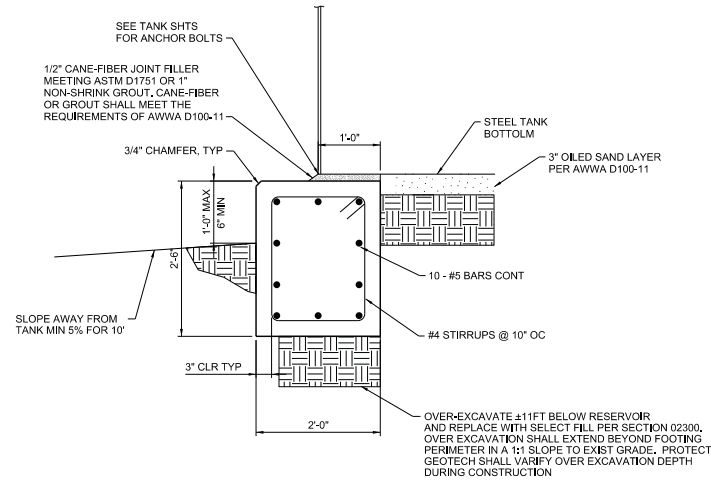


PLAN



1 VORTEX SUPPRESSOR

M-110 1" = 1'-0"



RING WALL

2 DETAIL

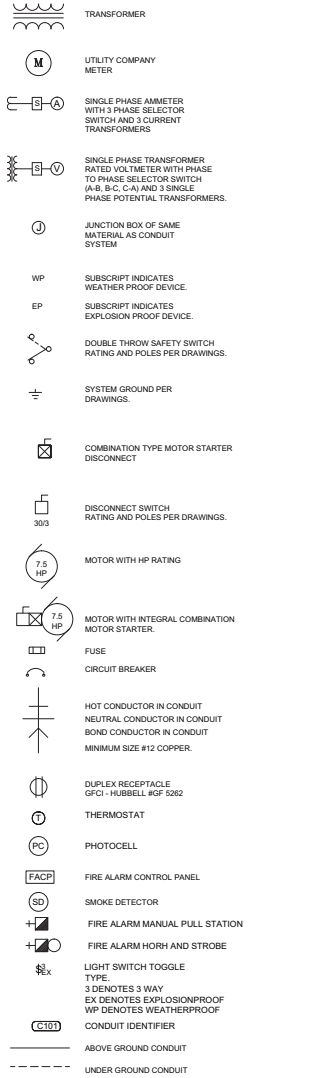
M-210 1" = 1'-0"

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

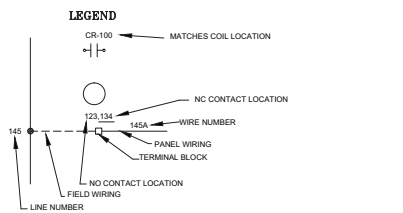
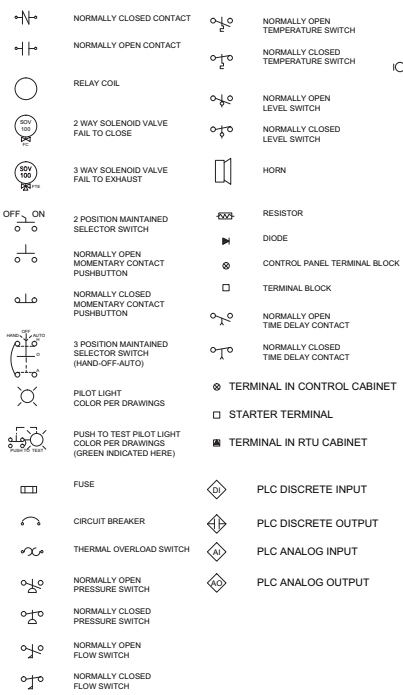
60% SUBMITTAL
 NOT FOR CONSTRUCTION

VERIFY SCALE BAR IS ONE INCH ON DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	DESIGN: J. MATTA
	DRAWN: J. MATTA CHECKED: J. MATTA APPROVED: J. MATTA
WATERWORKS ENGINEERS <small>7800 N. DODD RD. SUITE 200 - SCOTTSDALE, AZ • 480.411.1192</small>	
TOWN OF FLORENCE NORTH LIFTING RESERVOIR	
MECHANICAL TANK DETAILS	
DATE: JUNE 2014 PROJECT NUMBER: 13-057-04 DRAWING NUMBER: M-312 SHEET: -OF-	

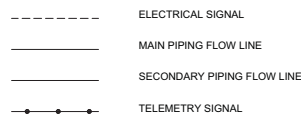
SINGLE LINE AND CONDUIT DIAGRAM SYMBOLS



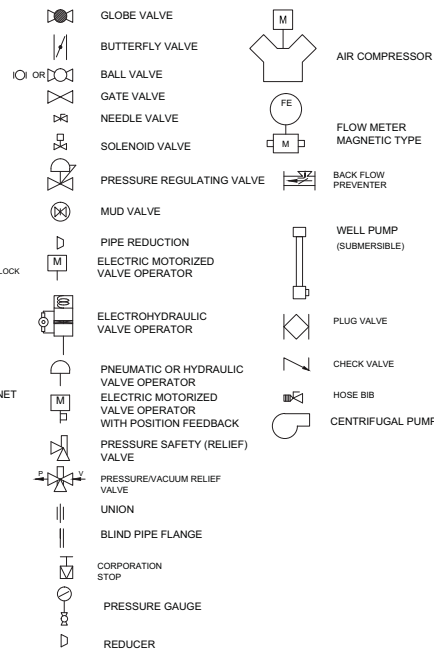
SCHEMATIC DIAGRAM SYMBOLS



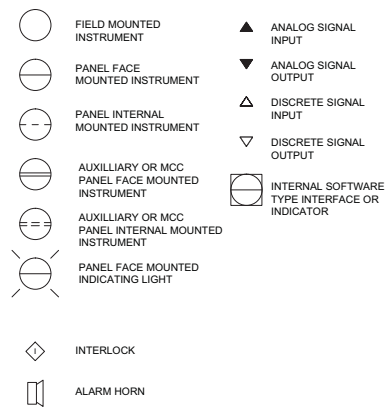
INSTRUMENT LINE SYMBOLS



PIPING SYMBOLS



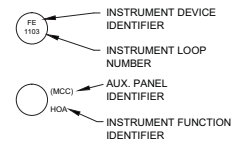
INSTRUMENT SYMBOLS



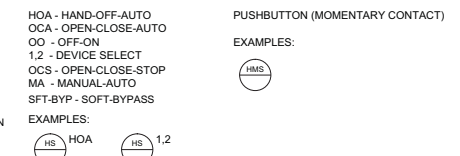
INSTRUMENT & DEVICE LETTERING TABLE

IDENTIFICATION LETTERS				
FIRST LETTER		SUCCEEDING LETTERS		
MEASURED OR INITIATING VARIABLE	MODIFIER	READOUT OR PASSIVE FUNCTION	OUTPUT FUNCTION	MODIFIER
A	ANALYSIS		ALARM	
B	BURNER COMBUSTION		USERS CHOICE	USERS CHOICE
C	CONDUCTIVITY			CONTROL
D	DENSITY (MASS)	DIFFERENTIAL		
E	VOLTAGE		SENSOR (PRIMARY ELEMENT)	
F	FLOW RATE	RATIO (FRACTION)	GLASS OR VIEWING DEVICE	
G	GAGING			
H	HAND			HIGH
I	CURRENT (ELECTRICAL)		INDICATE	
J	POWER	SCAN		
K	TIME OR TIME SCHEDULE	TIME RATE OF CHANGE		CONTROL STATION
L	LEVEL		LIGHT	LOW
M	MOTOR	MOMENTARY		MIDDLE OR INTERMEDIATE
N	USERS CHOICE		STATUS	USERS CHOICE
O	USERS CHOICE		ORFICE RESTRICTION	USERS CHOICE
P	PRESSURE OR VACUUM		POINT (TEST CONNECTION)	
Q	QUANTITY	INTEGRATE OR TOTALIZE		
R	RADIATION		RECORD	
S	SPEED OR FREQUENCY	SAFETY		SWITCH
T	TEMPERATURE		TRANSMIT	
U	MULTIVARIABLE		MULTIFUNCTION	MULTIFUNCTION
V	VIBRATION		VALVE DAMPER, LOUVER	
W	WEIGHT OR FORCE	WELL		
X	UNCLASSIFIED	UNCLASSIFIED	UNCLASSIFIED	UNCLASSIFIED
Y	EVENT, STATE OR PRESENCE		RELAY, COMPUTE, CONVERT	
Z	POSITION OR DIMENSION		DRIVER, ACTUATOR, UNCLASSIFIED FINAL CONTROL ELEMENT	

IDENTIFIER SYMBOLS



HAND SWITCH FUNCTIONS



GENERAL NOTES

- ALL CONDUIT SHALL BE INSTALLED WITH A GREEN CODE SIZED BOND WIRE.
 - ALL ELECTRICAL INSTALLATIONS SHALL CONFORM WITH ALL LOCAL AND NATIONAL CODES.
 - DIFFERENT SIGNAL AND POWER WIRING SHALL BE SEGREGATED INTO DIFFERENT CONDUITS. FOR EXAMPLE, THE FOLLOWING SHALL BE SEGREGATED FROM EACH OTHER:
 - A. 4-20mA ANALOG SIGNALS
 - B. 24VDC DIGITAL SIGNALS
 - C. 240/208VAC 1 PHASE WIRING
 - D. RADIO COAX CABLE
 - E. TELEPHONE CABLE
 - F. SPECIALTY CABLES FOR INSTRUMENTATION
 - G. 480VAC 3 PHASE
- NOTE: 4-20mA WIRING AND 24VDC WIRING MAY BE RUN IN SAME CONDUIT ONLY WHERE SHOWN TOGETHER ON DRAWINGS.

VERIFY SCALE
DRAWN BY: []
CHECKED BY: []
APPROVED BY: []
DATE: []

DESIGN: []
DRAWN: []
CHECKED: []
APPROVED: []

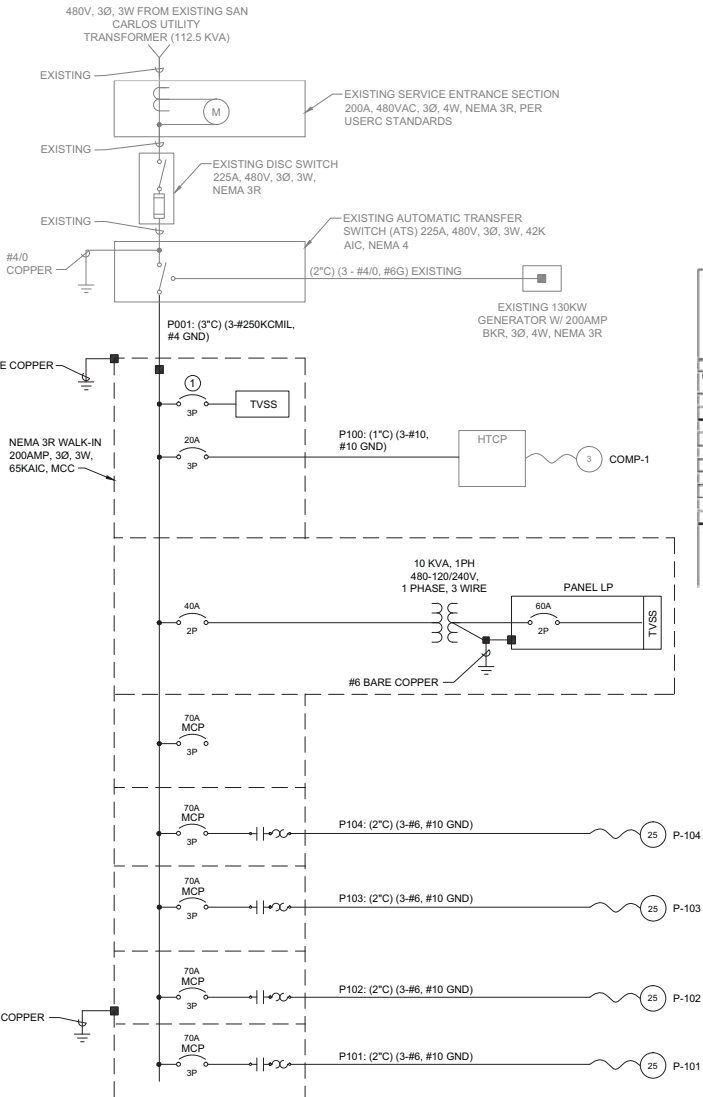
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TOWN OF FLORENCE
NORTH 1.0 MG RESERVOIR

ELECTRICAL
LEGEND

60% SUBMITTAL
NOT FOR CONSTRUCTION

DATE: JUNE 2014
PROJECT NUMBER: 13-057-04
DRAWING NUMBER: E-001
SHEET



SERVICE ENTRANCE SECTION AND MCC SINGLE LINE DIAGRAM
DETAIL A
 SCALE: NONE

LOAD CALCULATIONS

NEW LOAD DESCRIPTION	KVA	HP	FLA
PUMP-1 (VFD)		30	37.4
PUMP-2 (VFD)		30	37.4
PUMP-3 (PUMP)		3	3.7
PUMP-4 (PUMP)		3	3.7
			0.0
			0.0
WIRE TO PANEL LP (TOP HYDRO TANK COMP)		10	20.8
		3	3.7
			106.8
25% OF LARGEST MOTOR			9.3
TOTAL LOAD @ 3 PHASE, 480 VAC			116.1
RECOMMENDED SERVICE ENTRANCE SIZE			200.0

LOAD CALCULATIONS SCHEDULE
DETAIL B
 SCALE: NONE

PANEL TAG No. LP
 LOCATION: MCC
 BUS AMPACITY: 100
 VOLTAGE, PHASE, WIRE: 240 VOLT, 3 PHASE, 3 WIRE
 REMARKS: FED FROM MCC MOUNTED XFMR

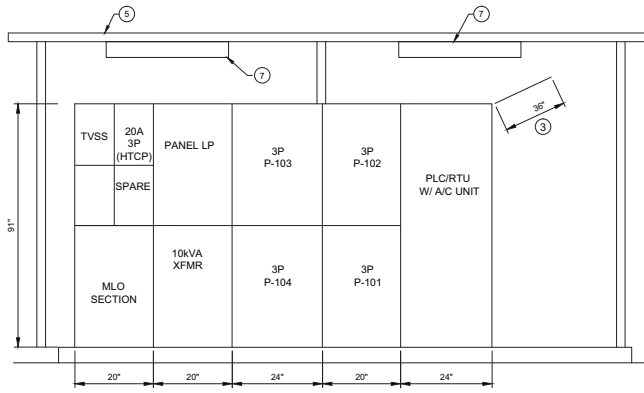
NEMA TYPE/MOUNTING MCC MOUNTED
 MAIN SERVICE: 250 MCC
 AIC RATING: 25K
 FED FROM: MCC MOUNTED
 ACCESSORIES: TVSS

LOAD VA	PHASE A	PHASE B	LOAD DESCRIPTION	WIRE SIZE	DEMAND	BKR	SHR. NO.	BKR	DEMAND	WIRE SIZE	LOAD DESCRIPTION	LOAD VA	PHASE A	PHASE B
300			60A RECEPT	#12	1.75	20A	1	2	10A	1.75	RTU INVERTER	150		
325			60A LIGHT-TWIGS	#12	1.25	20A	3	4	15A	1.25	SPARE	100		
500			RTU A/C 1	#12	1.25	15A/17	5	0	20A		SPARE	0		
550			RTU A/C 1	#12	1.75	15A/17	7	8			GENERATOR PNL	300		
600			RTU A/C 2	#12	1.75	15A/17	11	12			GENERATOR PNL	500		
											TVSS	0		
											TVSS	0		
1420			CONNECTED VA								CONNECTED VA	750		
1650			DEMAND VA								DEMAND VA	630		

VA	AMPS
TOTAL PANEL CONNECTED LOAD	6275 17.81
TOTAL PANEL DEMAND LOAD	5344 15.41
PANEL DEMAND FACTOR	85%

TOTAL CONNECTED VA - PER PHASE: 2232 2245
 TOTAL DEMAND VA - PER PHASE: 1738 1566
 TOTAL DEMAND PHASE AMPS: 22.2 21.3

PANEL LP SCHEDULE
DETAIL C
 SCALE: NONE



SERVICE ENTRANCE AND WALK IN MCC SECTIONS ELEVATION
DETAIL D
 SCALE: NONE

- GENERAL NOTES:**
- ALL SHORT CIRCUIT INTERRUPTING AND PROTECTING DEVICES SHALL HAVE A SHORT CIRCUIT INTERRUPTING RATING EQUAL TO OR GREATER THAN THE AVAILABLE SHORT CIRCUIT ON THE BUS.
 - FUSES SHALL BE SIZED PER EQUIPMENT MANUFACTURER'S RECOMMENDATIONS.
 - PROVIDE CONDUITS, TRENCHING, AND BACKFILL PER NEC REQUIREMENTS. UTILITY TRANSFORMER NOT SHOWN.

- KEY NOTES:**
- SIZE BREAKER PER TVSS MANUFACTURER'S RECOMMENDATION
 - LIGHTNING ARRESTOR MOUNTED THROUGH ENCLOSURE WALL. LIGHTING ARRESTOR TO BE DELTA MODEL LA603 OR ENGINEER'S PROVIDED EQUAL.
 - VERIFY WALKIN DIMENSIONS
 - NOT USED
 - STRUCTURAL DRAWING FOR CANOPY FRAMING PLAN AND DIMENSIONS SHALL BE PREPARED, SEE E-302 FOR MORE INFORMATION.
 - NOT USED
 - PROVIDE LIGHTING FOR CANOPY WITH A WP SWITCH ON ONE OF THE FRONT POSTS.

60% SUBMITTAL
 NOT FOR CONSTRUCTION

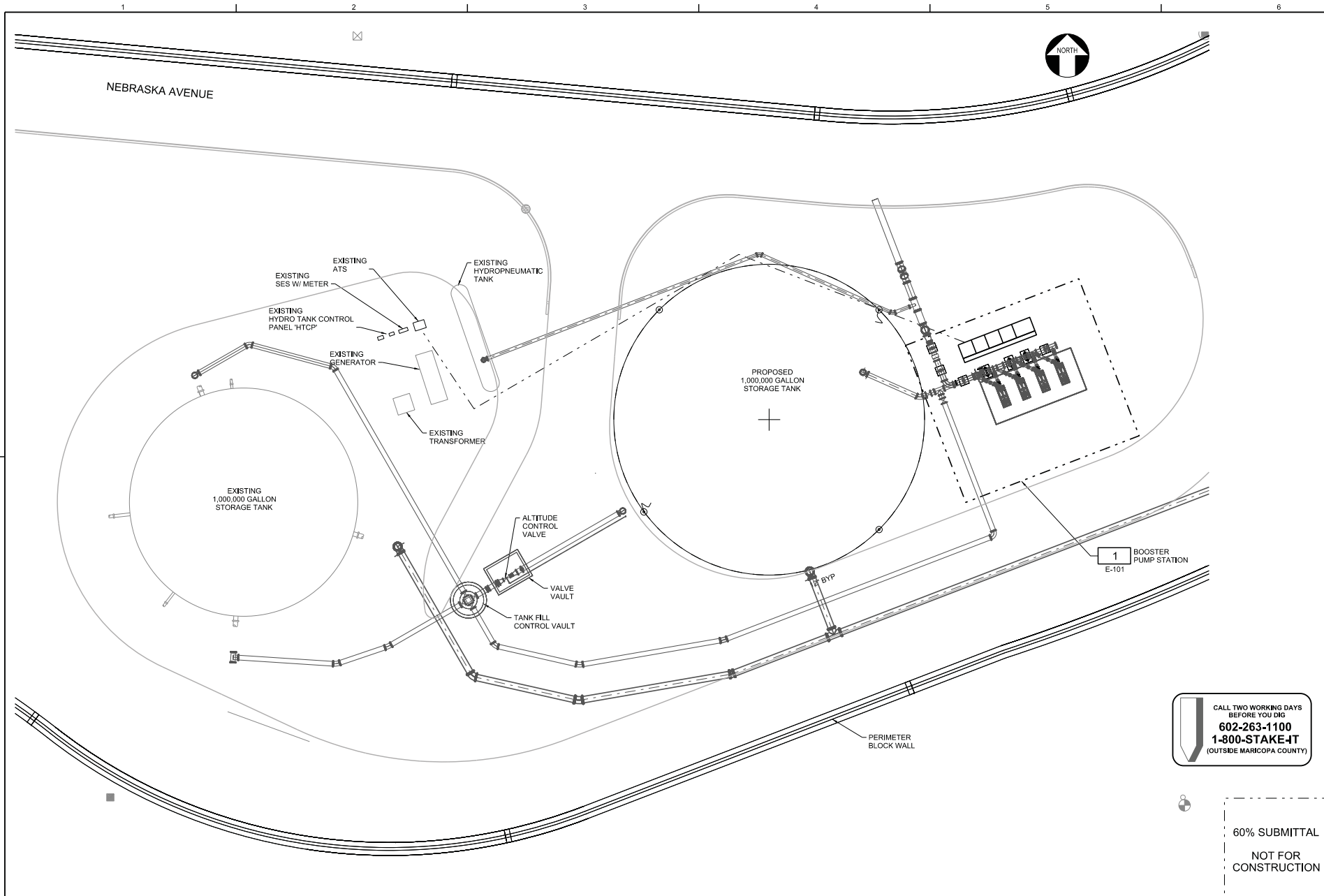
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DRAWN	JWJ	DATE	06/01/2014
CHECKED	GAF	PROJECT NUMBER	13-057-04
APPROVED	RB	DRAWING NUMBER	E-010
		SHEET	- OF -

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TOWN OF FLORENCE
 NORTH 1.0 MG RESERVOIR

ELECTRICAL
 SINGLE LINE DIAGRAM,
 PANEL SCHEDULES,
 AND ELEVATIONS

DATE: JUNE 2014
 PROJECT NUMBER: 13-057-04
 DRAWING NUMBER: E-010
 SHEET: - OF -



NEBRASKA AVENUE

EXISTING
1,000,000 GALLON
STORAGE TANK

PROPOSED
1,000,000 GALLON
STORAGE TANK

1 BOOSTER
PUMP STATION
E-101

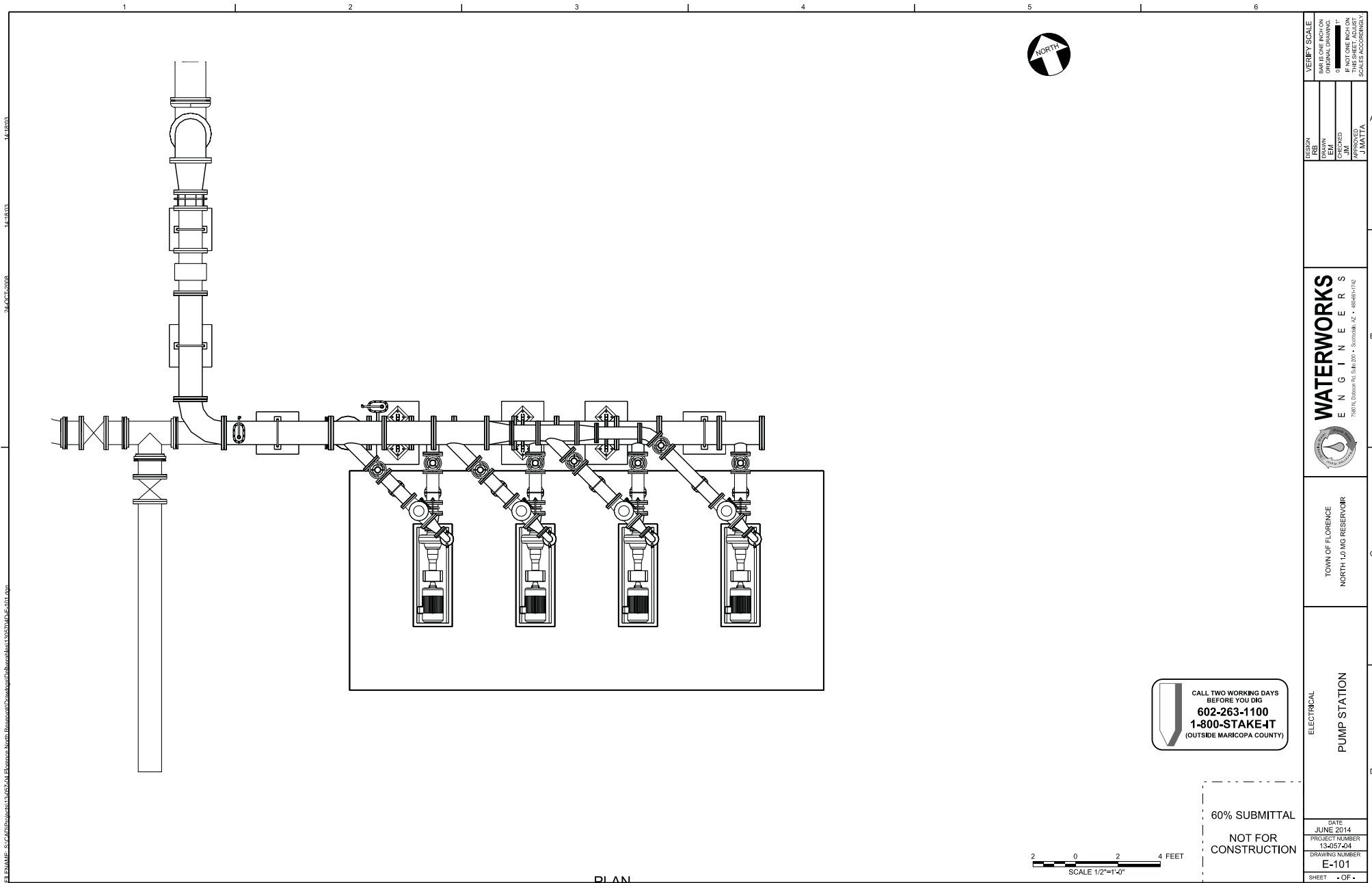
ALTITUDE
CONTROL
VALVE
VALVE
VAULT
TANK FILL
CONTROL VAULT

PERIMETER
BLOCK WALL

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

60% SUBMITTAL
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CONSTRUCTION


WATERWORKS ENGINEERS 7800 N. DOWNEY RD. SUITE 200 • SCOTTSDALE, AZ • 85068-1192	DESIGN: J. MATTA DRAWN: J. MATTA CHECKED: J. MATTA APPROVED: J. MATTA	VERIFY SCALE: BAR IS ONE INCH ON DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY
	TOWN OF FLORENCE NORTH LOOPING RESERVOIR	ELECTRICAL OVERALL POWER PLAN



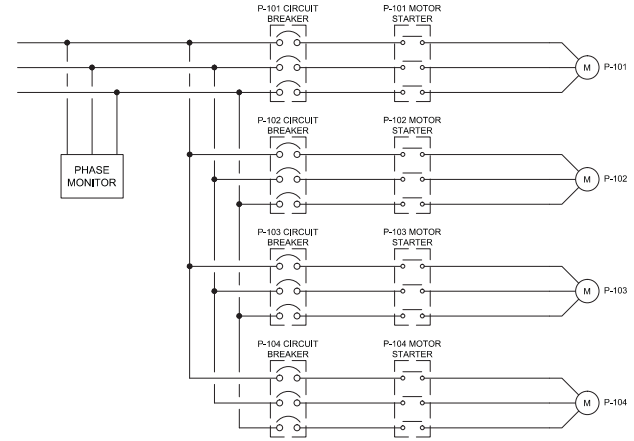
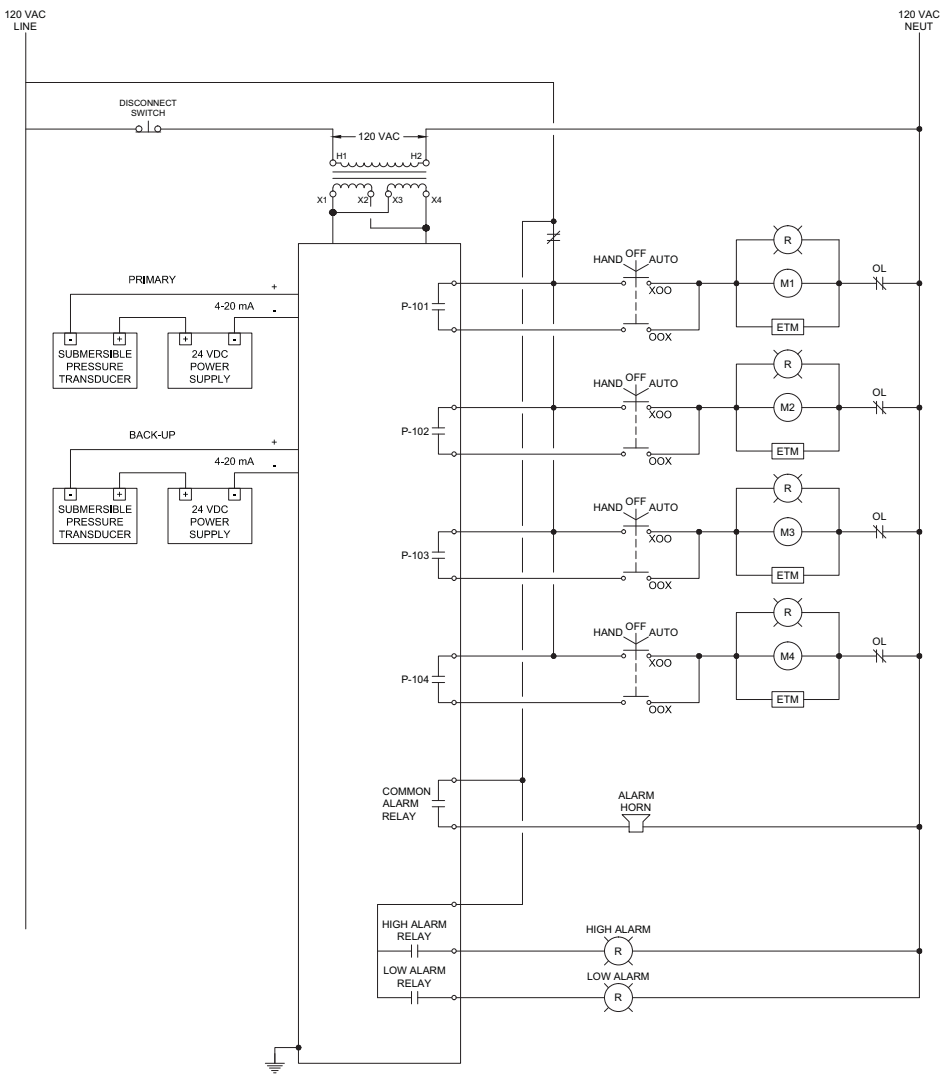
CALL TWO WORKING DAYS
BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

2 0 2 4 FEET
SCALE 1/2"=1'-0"

60% SUBMITTAL
NOT FOR
CONSTRUCTION

VERIFY SCALE BAR IS ONE INCH ON DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	DESIGN RIB
	DRAWN EM CHECKED JM APPROVED J. MATTA
WATERWORKS E N G I N E E R S <small>7500 N. DODD RD. SUITE 200 • SCOTTSDALE, AZ • 480-441-1192</small>	
 TOWN OF FLORENCE NORTH LIFTING RESERVOIR	
ELECTRICAL PUMP STATION	
DATE JUNE 2014 PROJECT NUMBER 13-057-04 DRAWING NUMBER E-101 SHEET - OF -	

GENERAL NOTES:
 1. FUSES SHALL BE SIZED PER EQUIPMENT MANUFACTURER'S RECOMMENDATIONS.



60% SUBMITTAL
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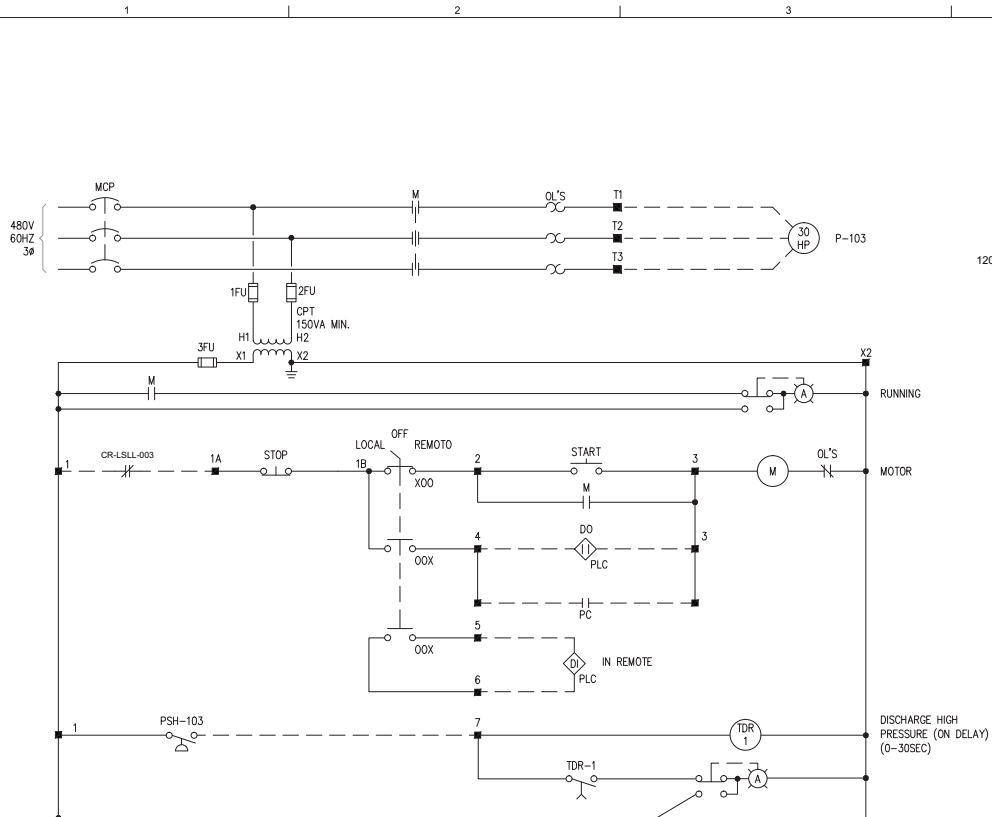
VERIFY SCALE	GAF
DESIGN	GAF
DRAWN	JWJ
CHECKED	GAF
APPROVED	RB

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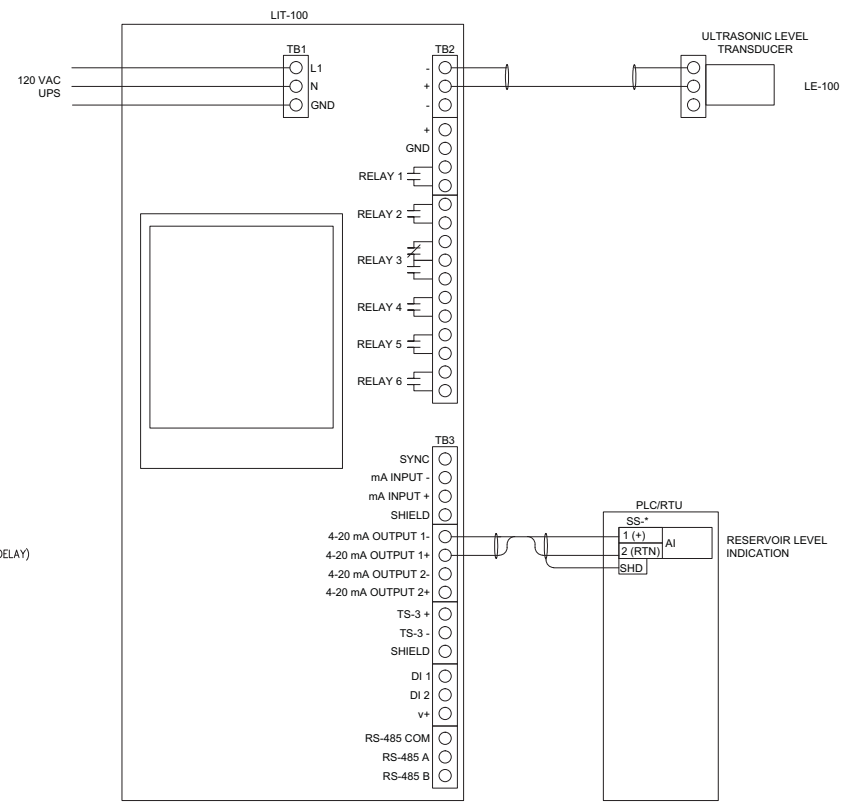
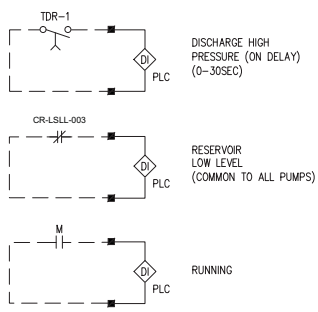
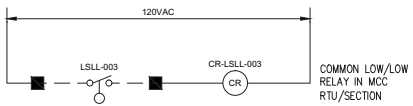
TOWN OF FLORENCE
 NORTH 1.0 MG RESERVOIR

ELECTRICAL
 TYPICAL
 CONTROLS SCHEMATIC

DATE: JUNE 2014
 PROJECT NUMBER: 13-057-04
 DRAWING NUMBER: E-200
 SHEET: - OF -



1 TYPICAL FVNR SCHEMATIC
P-103 SHOWN, P-104 SIMILAR



2 TYPICAL ULTRASONIC LEVEL SCHEMATIC
BASED ON MILTRONICS HYDRORANGER
NOT TO SCALE

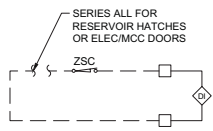
60% SUBMITTAL
NOT FOR
CONSTRUCTION

DESIGN	GAF	VERIFY SCALE	0
DRAWN	JWJ	DATE	JUNE 2014
CHECKED	GAF	PROJECT NUMBER	13-057-04
APPROVED	RB	DRAWING NUMBER	E-201
		SHEET	- OF -

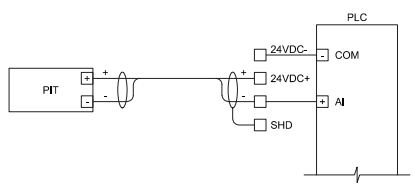
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TOWN OF FLORENCE
NORTH 1.0 MG RESERVOIR

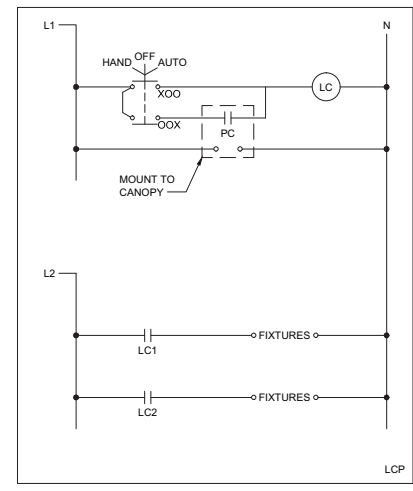
ELECTRICAL
TITLE



3 TYPICAL INTRUSION SWITCH SCHEMATIC



1 TYPICAL PIT SCHEMATIC
P-101 SHOWN, P-102 SIMILAR



2 TYPICAL LIGHTING SCHEMATIC
NOT TO SCALE

60% SUBMITTAL
NOT FOR CONSTRUCTION

DESIGN	GAF
DRAWN	JWJ
CHECKED	GAF
APPROVED	RB

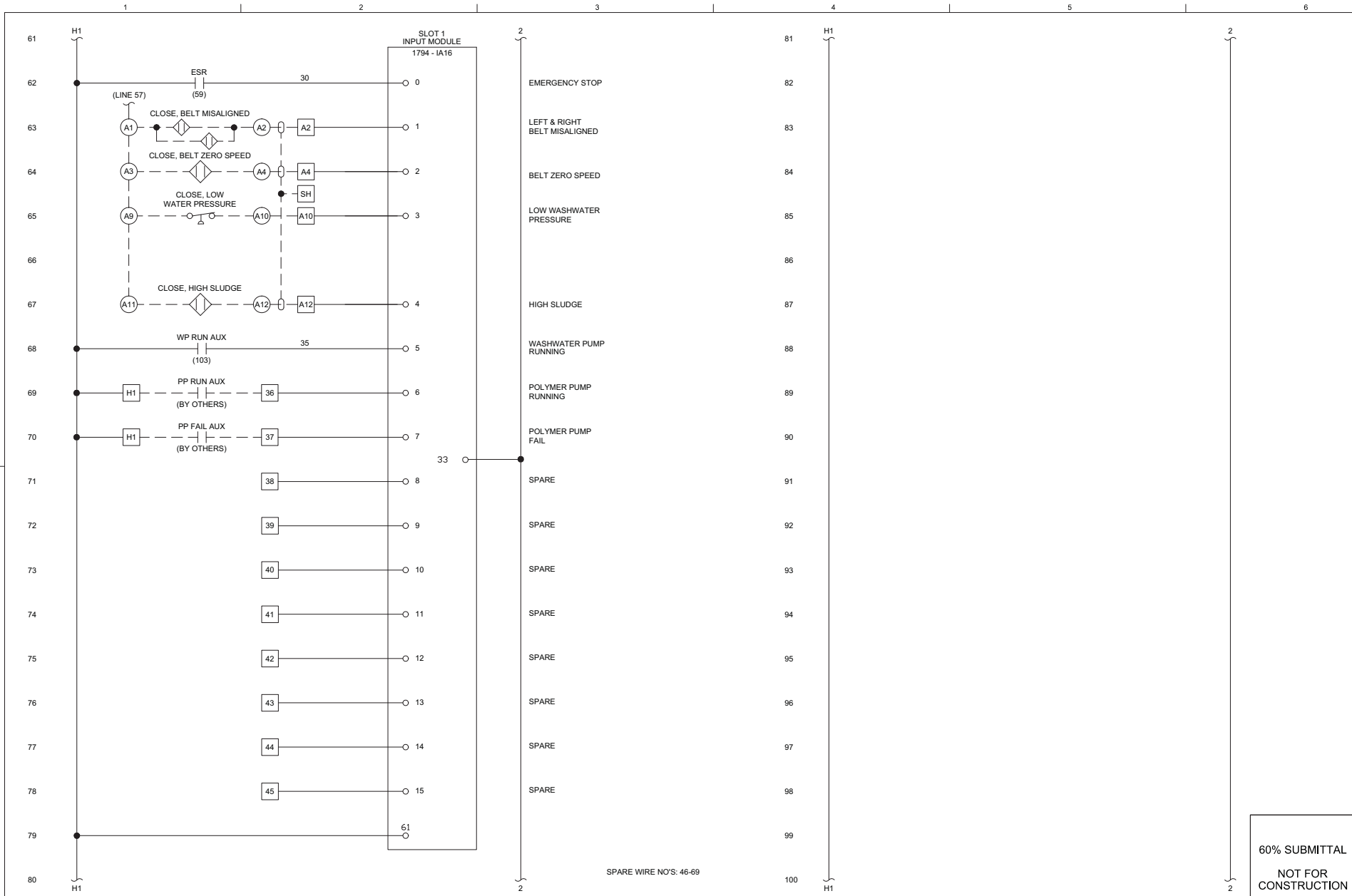
VERIFY SCALE
IF NOT SHOWN
OR INDICATED
ON SHEET
IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALE ACCORDINGLY.



TOWN OF FLORENCE
NORTH 1.0 MG RESERVOIR

ELECTRICAL
TITLE

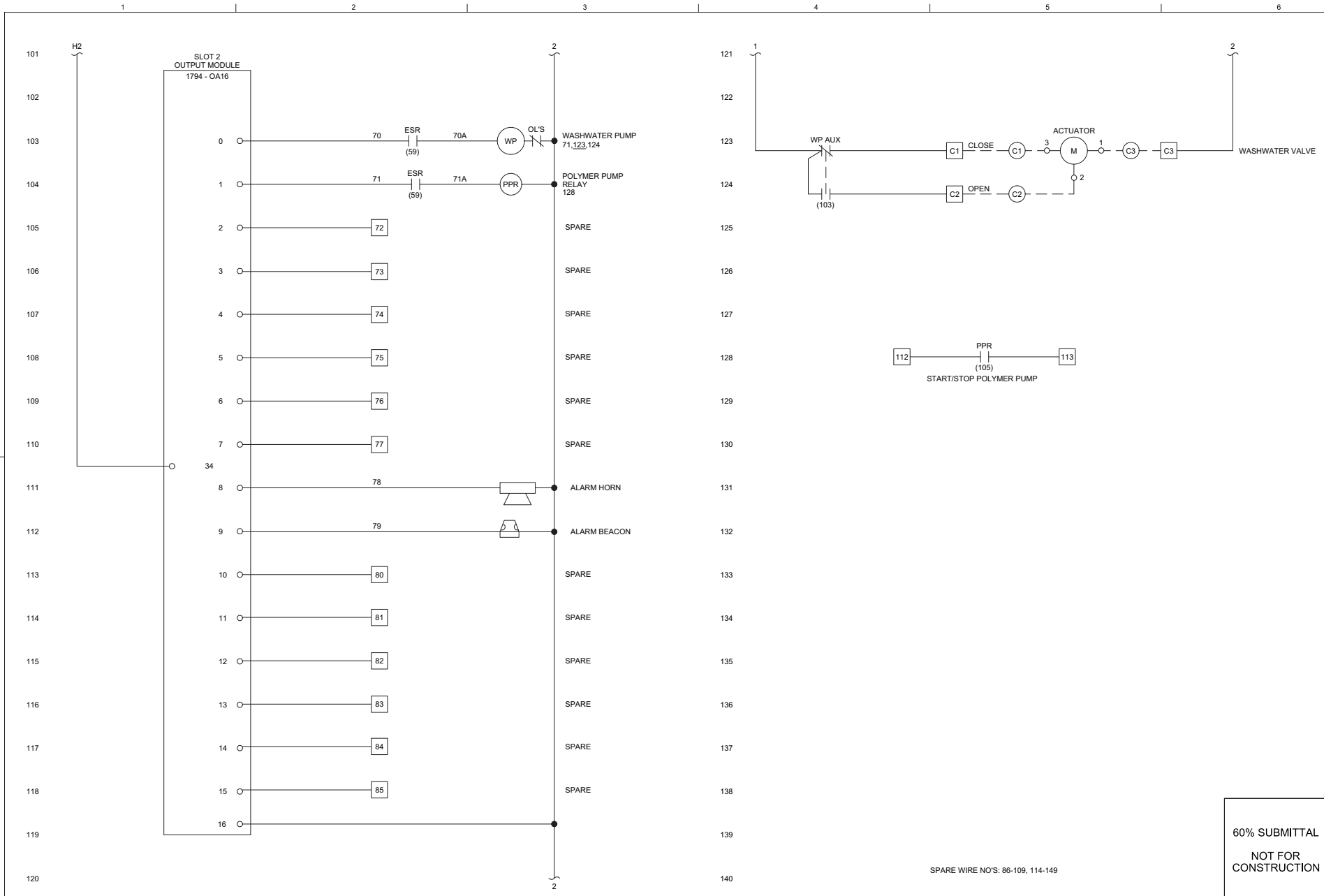
DATE	JUNE 2014
PROJECT NUMBER	13-057-04
DRAWING NUMBER	E-202
SHEET	- OF -



SPARE WIRE NO'S: 46-69

60% SUBMITTAL
NOT FOR CONSTRUCTION

VERIFY SCALE		DESIGN GAF	DRAWN JWJ	CHECKED GAF	APPROVED RB
REVISIONS					
NO.	DESCRIPTION				
0	IF NOT ONE INCH ON THIS SHEET, ADJUST SPACING TO FIT.				
 WATERWORKS ENGINEERS <small>788 N. Deaneville, Suite 200 • Scottsdale, AZ • (480) 681-1712</small>					
TOWN OF FLORENCE NORTH 1.0 MG RESERVOIR					
ELECTRICAL TITLE					
DATE JUNE 2014					
PROJECT NUMBER 13-057-04					
DRAWING NUMBER E-211					
SHEET - OF -					



DESIGN	GAF	VERIFY SCALE
DRAWN	JWJ	DATE
CHECKED	GAF	PROJECT NUMBER
APPROVED	RB	DRAWING NUMBER
		SHEET - OF -

IF NOT ONE INCH ON THIS SHEET, ADJUST SIZE TO FIT PROBABLY.

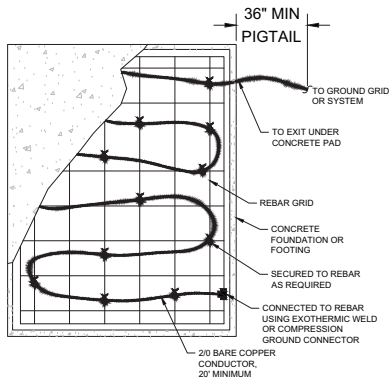
WATERWORKS ENGINEERS
788 N. DOUGLASS ST., SUITE 200 • SCOTTSDALE, AZ • (480) 961-1712

TOWN OF FLORENCE
NORTH 1.0 MG RESERVOIR

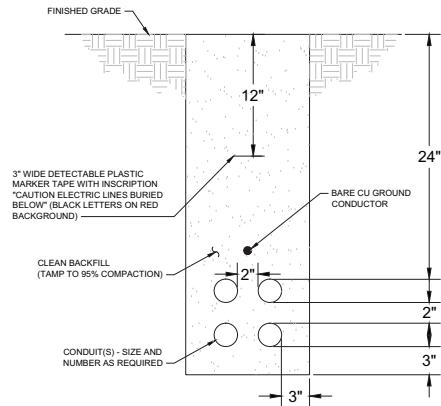
ELECTRICAL
TITLE

DATE: JUNE 2014
PROJECT NUMBER: 13-057-04
DRAWING NUMBER: E-212
SHEET: - OF -

60% SUBMITTAL
NOT FOR CONSTRUCTION

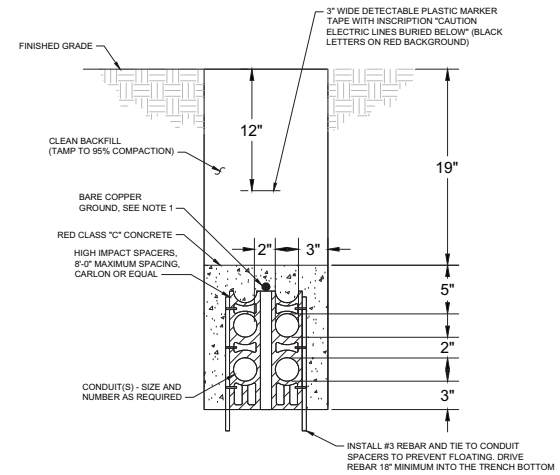


1 UFER GROUNDING DETAIL
E-102 NO SCALE



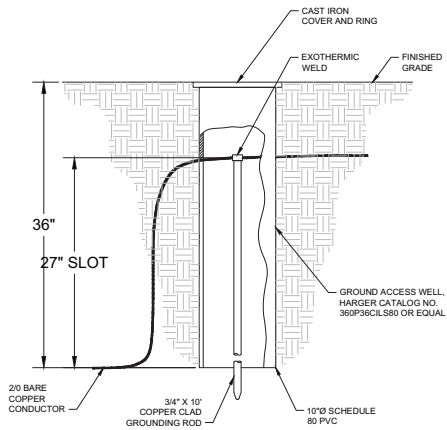
- NOTES:
- GROUND CONDUCTOR SHALL RUN CONTINUOUSLY THROUGH MANHOLES AND SHALL CONTINUE FROM DUCTBANK INTO SWITCHGEAR OR BUILDING GROUNDING SYSTEM AND SHALL BE BONDED TO EACH RIGID METAL CONDUIT. SIZE TO BE #4/0 UNLESS OTHERWISE INDICATED ON PLANS.
 - ALL DIMENSIONS ARE MINIMUM.

2 TRENCH/DUCTBANK DETAIL
NO SCALE

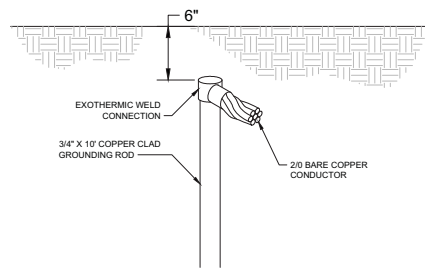


- NOTES:
- GROUND CONDUCTOR SHALL RUN CONTINUOUSLY THROUGH MANHOLES AND SHALL CONTINUE FROM DUCTBANK INTO SWITCHGEAR OR BUILDING GROUNDING SYSTEM AND SHALL BE BONDED TO EACH RIGID METAL CONDUIT. SIZE TO BE #4/0 UNLESS OTHERWISE INDICATED ON PLANS.
 - ALL DIMENSIONS ARE MINIMUM.

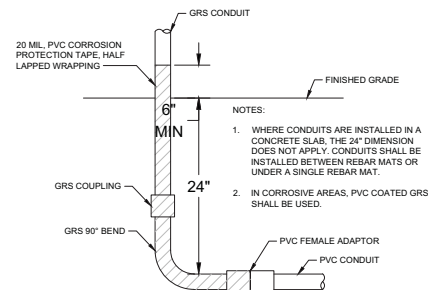
3 CONCRETE ENCASED TRENCH/DUCTBANK DETAIL
NO SCALE



4 GROUND ROD WITH TEST WELL DETAIL
E-102 NO SCALE



5 GROUND ROD DETAIL
E-102 NO SCALE



6 CONDUIT STUB-UP DETAIL
NO SCALE

60% SUBMITTAL
NOT FOR CONSTRUCTION

DESIGN	GAF	VERIFY SCALE	
DRAWN	JWJ	DESIGNED BY	
CHECKED	GAF	DESIGNED BY	
APPROVED	GAF	DESIGNED BY	
RB		DESIGNED BY	

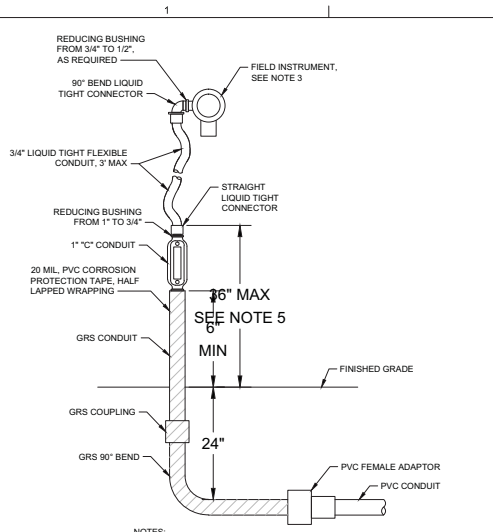
IF NOT ONE INCH ON THIS SHEET, ADJUST SPACES PROPORTIONALLY.

WATERWORKS ENGINEERS
7800 N. DeSoto Ave., Suite 200 • Scottsdale, AZ • 480-961-1712

TOWN OF FLORENCE
NORTH 1.0 MG RESERVOIR

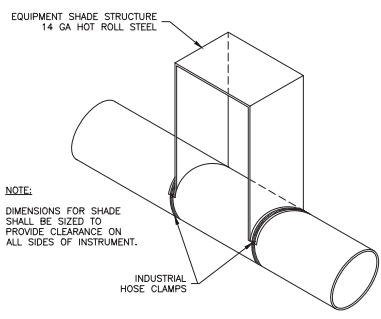
ELECTRICAL
DETAILS - SHEET 1

DATE: JUNE 2014
PROJECT NUMBER: 13-057-04
DRAWING NUMBER: E-300
SHEET: - OF -

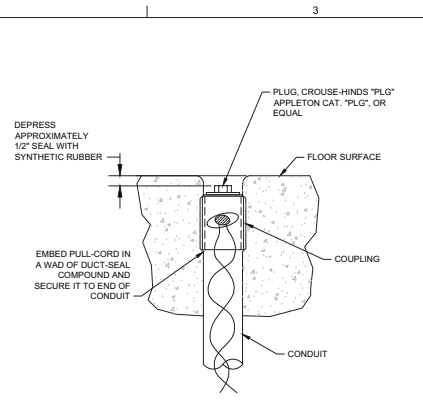


- NOTES:
- WHERE CONDUITS ARE INSTALLED IN A CONCRETE SLAB, THE 24\"/>

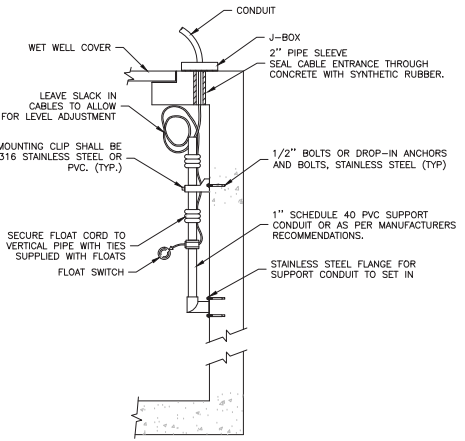
7 INSTRUMENT FLEX CONDUIT DETAIL
NO SCALE



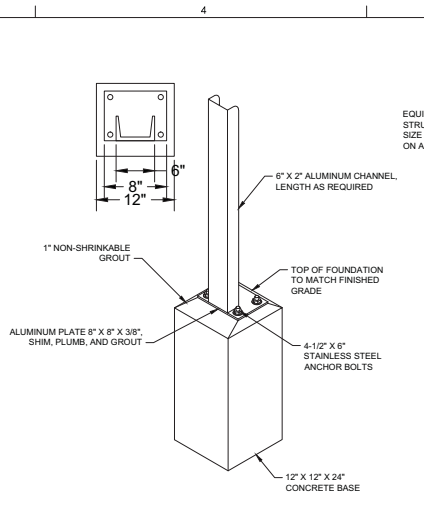
11 INSTRUMENT SHADE DETAIL
NO SCALE



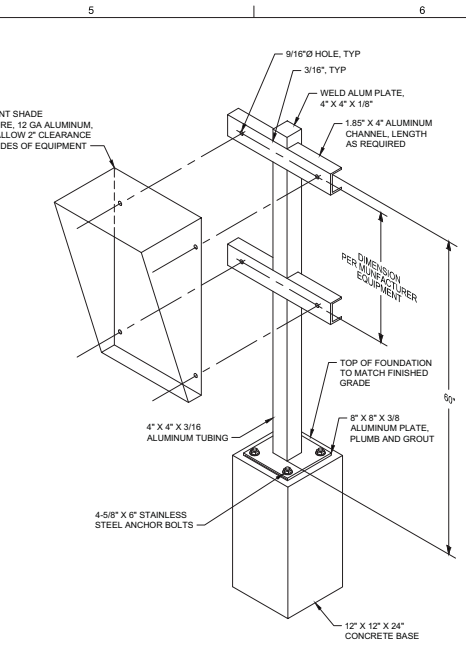
8 SPARE CONDUIT FINISH DETAIL
NO SCALE



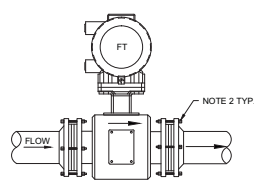
12 FLOAT SWITCH DETAIL
NO SCALE



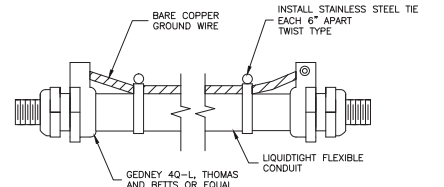
9 INSTRUMENT STAND DETAIL
NO SCALE



10 INSTRUMENT SHADE STAND DETAIL
NO SCALE



13 MAGNETIC FLOWMETER DETAIL
NO SCALE



14 FLEX CONDUIT GROUNDING DETAIL
NO SCALE

60% SUBMITTAL
NOT FOR CONSTRUCTION

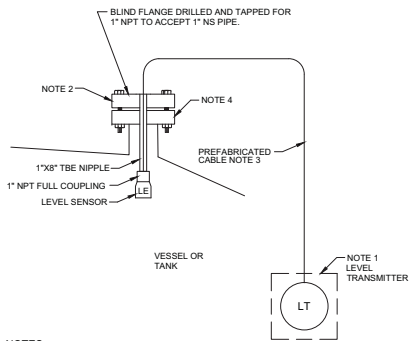
VERIFY SCALE	DESIGN	GAF
DRAWN	JWJ	
CHECKED	GAF	
APPROVED	RB	

DATE: JUNE 2014
PROJECT NUMBER: 13-057-04
DRAWING NUMBER: E-301
SHEET: - OF -

WATERWORKS ENGINEERS
788 N. DOUGLASS ST., SUITE 200 • SCOTTSDALE, AZ • (480) 951-1712

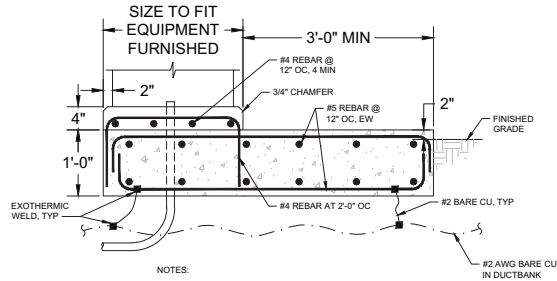
TOWN OF FLORENCE
NORTH 1.0 MG RESERVOIR

ELECTRICAL
DETAILS - SHEET 2



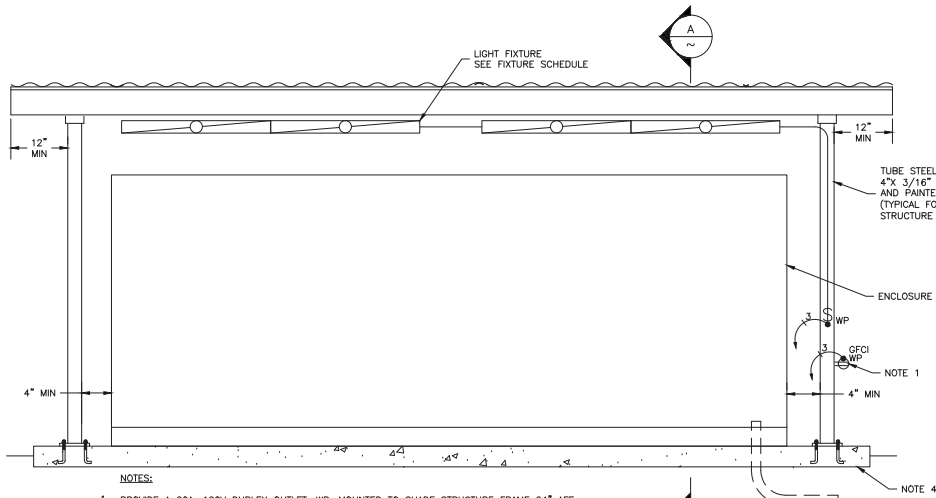
- NOTES:**
- SEE INSTRUMENT INSTALLATION DETAIL, "TYPICAL INSTRUMENT STAND FABRICATION". THIS INSTRUMENT MAY SHARE INSTRUMENT STAND WITH OTHER INSTRUMENTS. REFER TO CIL AND INSTRUMENT STAND DATA SHEETS.
 - PROVIDE 6" 150# BLIND FLANGE, GASKET AND BOLTING PER THE PDT OF THE PROCESS PIPE THAT IS CONNECTED TO THE VESSEL/TANK.
 - TAG, STORE, AND PROTECT PREFABRICATED CABLE FOR INSTALLATION BY CONTRACT 240.
 - REFER TO P&ID'S FOR CONNECTION NUMBER ON THE VESSEL/TANK.

15 ULTRASONIC LEVEL INSTRUMENT DETAIL
NO SCALE



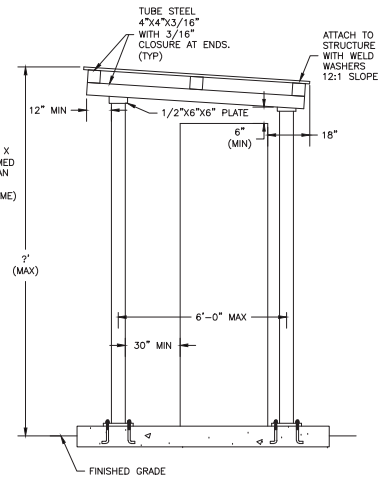
- NOTES:**
- CONTRACTOR SHALL SUBMIT FINAL DESIGN OF EQUIPMENT PAD DETAIL. DESIGN MUST BE SEALED BY A REGISTERED STRUCTURAL ENGINEER.

16 ELECTRICAL PAD DETAIL
NO SCALE



- NOTES:**
- PROVIDE A 20A, 120V DUPLEX OUTLET, WP, MOUNTED TO SHADE STRUCTURE FRAME 24" AFF.
 - THE CONCRETE EQUIPMENT PADS SHALL BE SIZED TO EXTEND 18 INCHES TO THE REAR AND SIDES OF THE ENCLOSURES, AND 48 INCHES IN FRONT OF THE ENCLOSURES. STRUCTURAL DETAILS OF THE SHADE STRUCTURES SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW, AND SHALL BEAR THE SEAL OF REGISTERED STRUCTURAL ENGINEER IN THE STATE WHERE CONSTRUCTED.
 - INSTALL CONDUITS AS REQUIRED.
 - REFER TO STRUCTURAL PLANS FOR PAD DETAILS.

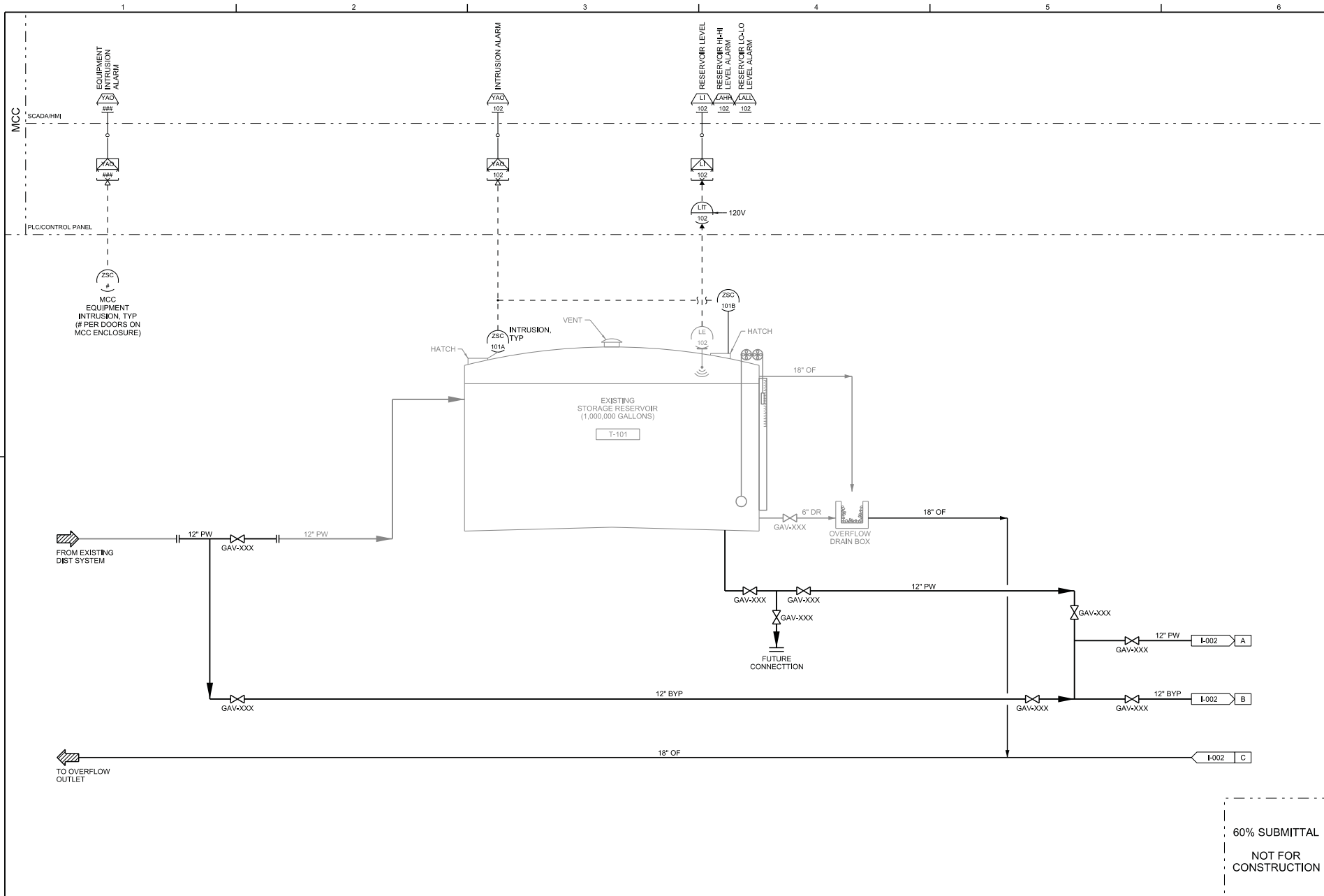
17 EQUIPMENT SHADE STRUCTURE DETAIL
NO SCALE



SECTION
NOT TO SCALE

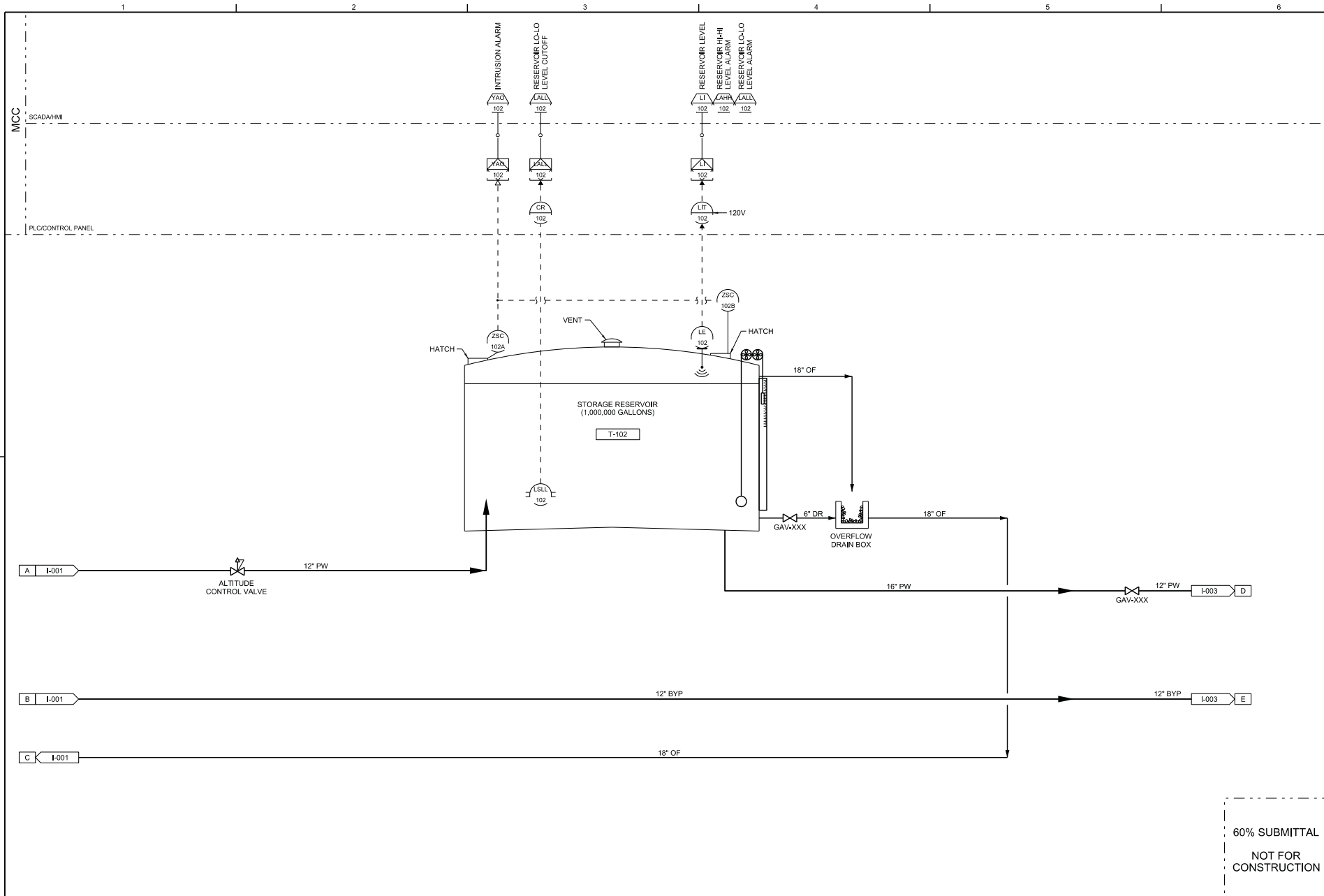
60% SUBMITTAL
NOT FOR CONSTRUCTION

DESIGN GAF	VERIFY SCALE	TOWN OF FLORENCE NORTH 1.0 MG RESERVOIR	ELECTRICAL DETAILS - SHEET 3
	DRAWN JMW		
	CHECKED GAF		
	APPROVED RB		
<p>WATERWORKS ENGINEERS 7880 N. Dobson Rd., Suite 200 • Scottsdale, AZ • 480-981-1712</p>		<p>DATE: JUNE 2014 PROJECT NUMBER: 13-057-04 DRAWING NUMBER: E-302 SHEET: - OF -</p>	



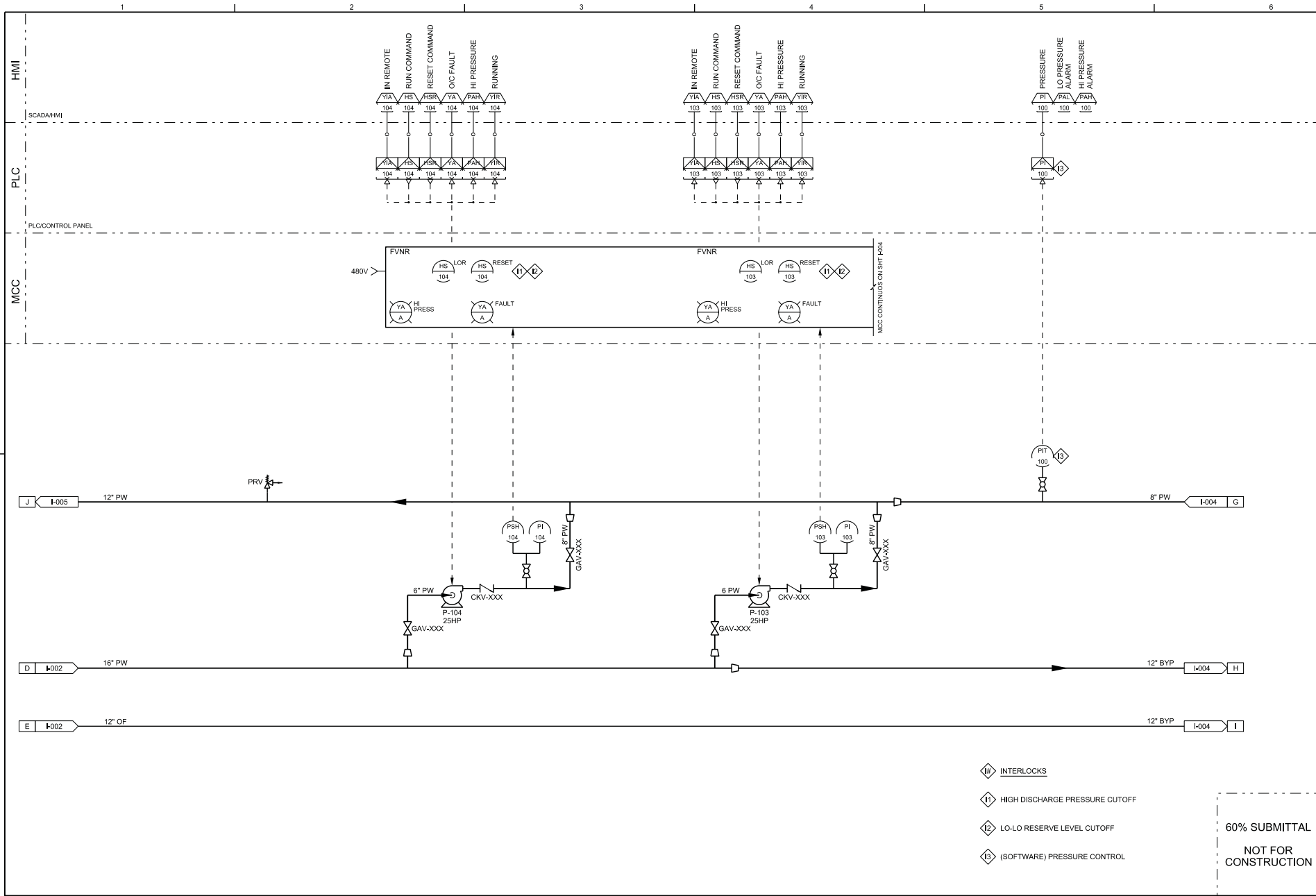
60% SUBMITTAL
NOT FOR CONSTRUCTION

VERIFY SCALE BAR IS ONE INCH ON THIS SHEET. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	
DESIGN: G.F. DRAWN: G.F. CHECKED: G.F. APPROVED: J. MATTA	WATERWORKS ENGINEERS <small>7800 N. DODD RD. SUITE 200 - SCOTTSDALE, AZ • 480.441.1102</small>
TOWN OF FLORENCE NORTH UPGRADING RESERVOIR	
INSTRUMENTATION NORTH RESERVOIR TANK PAID - 1	
DATE: JUNE 2014 PROJECT NUMBER: 13-057-04 DRAWING NUMBER: I-001 SHEET: -	SCALE: 15:15:22

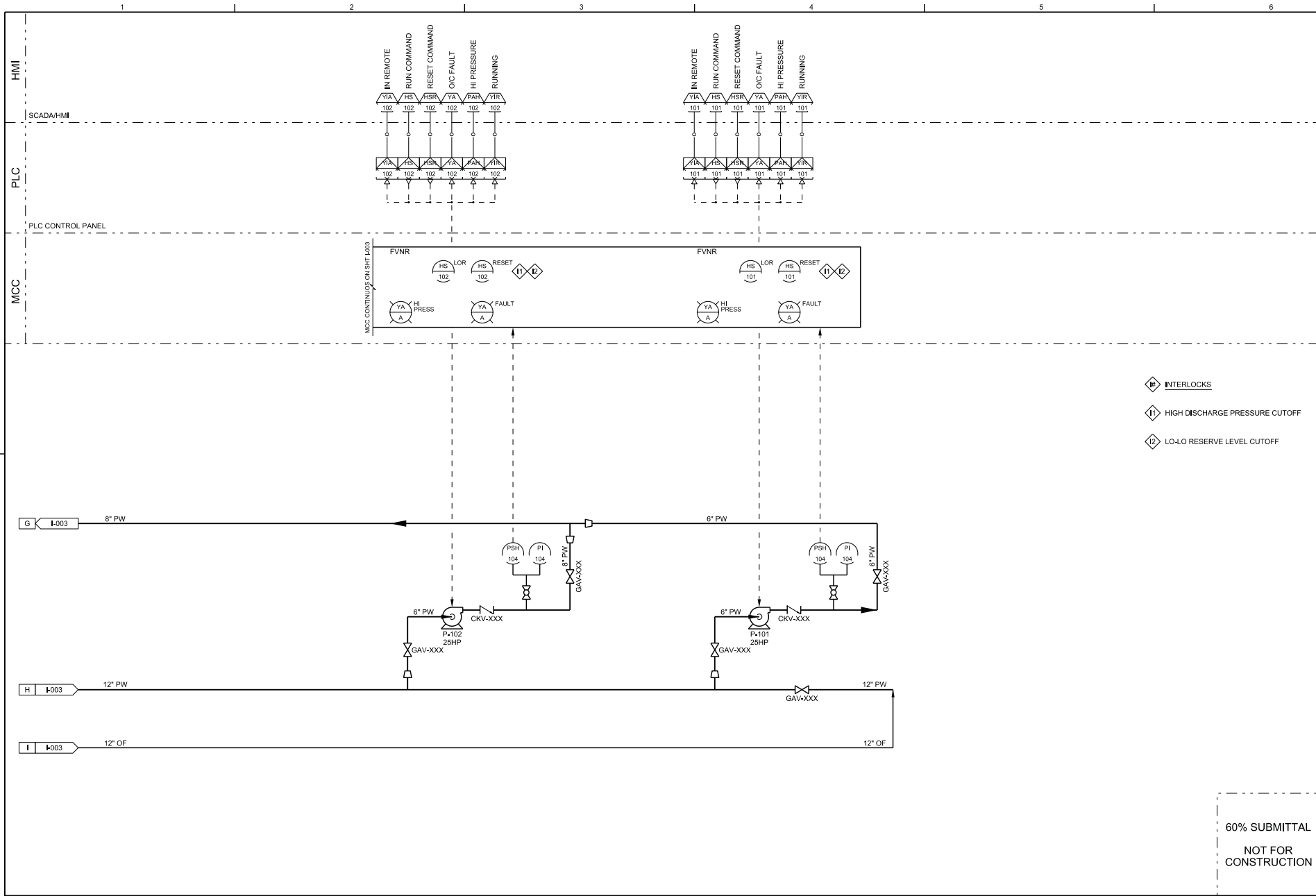


VERIFY SCALE BAR IS ONE INCH ON THIS SHEET. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	
DESIGN: GF DRAWN: VP CHECKED: GF APPROVED: J. MATTA	WATERWORKS ENGINEERS <small>7800 N. Dobson Rd. Suite 200 • Scottsdale, AZ • 480-441-1192</small>
TOWN OF FLORENCE NORTH LIFTING RESERVOIR	
INSTRUMENTATION NORTH RESERVOIR TANK PAID - 2	
DATE: JUNE 2014 PROJECT NUMBER: 13-057-04 DRAWING NUMBER: I-002 SHEET: -	

60% SUBMITTAL
NOT FOR CONSTRUCTION



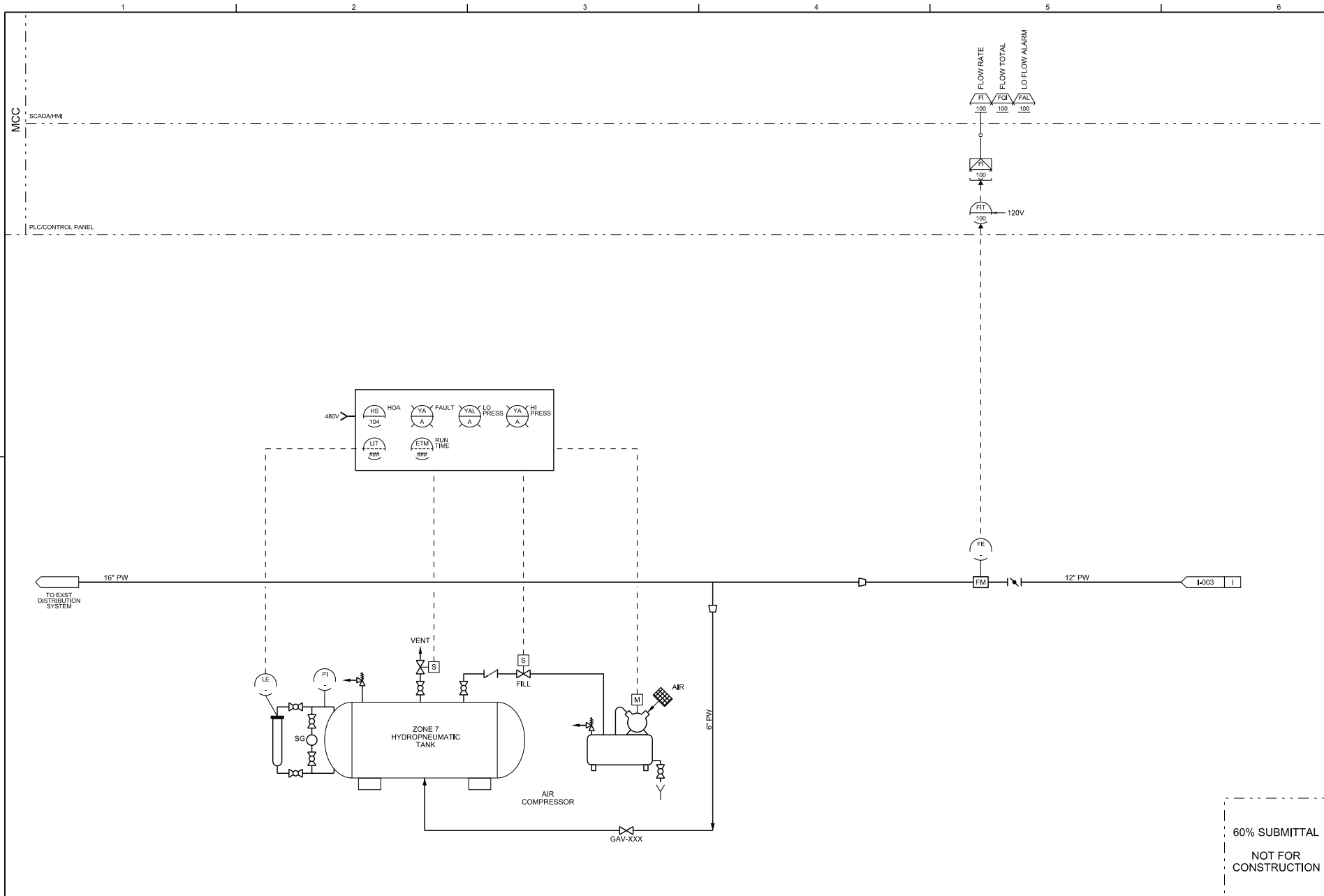
VERIFY SCALE BAR IS ONE INCH ON DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
DESIGN G.F.	DRAWN W.P.
CHECKED L.G.F.	APPROVED J. MATTA
WATERWORKS ENGINEERS <small>7800 N. Dinosaur Rd. Suite 200 - Scottsdale, AZ • 480.411.1192</small>	
TOWN OF FLORENCE NORTH LIFTING RESERVOIR	
INSTRUMENTATION NORTH RESERVOIR TANK PAID - 3	
DATE JUNE 2014 PROJECT NUMBER 13-057-04 DRAWING NUMBER I-003 SHEET -	



- INTERLOCKS
- HIGH DISCHARGE PRESSURE CUTOFF
- LO-LO RESERVE LEVEL CUTOFF


60% SUBMITTAL
NOT FOR CONSTRUCTION

VERIFY SCALE <small>BAR IS ONE INCH ON THIS SHEET UNLESS OTHERWISE NOTED IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY</small>
<small>DESIGN: G.F. DRAWN: W.P. CHECKED: L.G.F. APPROVED: J. MATTA</small>
WATERWORKS ENGINEERS <small>780 N. DODD RD. SUITE 200 - SCOTTSDALE, AZ • 480-441-1102</small>
TOWN OF FLORENCE NORTH RESERVOIR TANK PAID - 4
INSTRUMENTATION NORTH RESERVOIR TANK PAID - 4
DATE: JUNE 2014 PROJECT NUMBER: 13-057-04 DRAWING NUMBER: I-004 SHEET: -



60% SUBMITTAL
NOT FOR CONSTRUCTION

VERIFY SCALE BAR IS ONE INCH ON DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
DESIGN: G.F. DRAWN: G.F. CHECKED: G.F. APPROVED: J. MATTA	WATERWORKS ENGINEERS 7300 N. DODD RD. SUITE 200 • SCOTTSDALE, AZ • 85066-1192
TOWN OF FLORENCE NORTH LIFTING RESERVOIR	
INSTRUMENTATION NORTH RESERVOIR TANK PAID - 5	
DATE: JUNE 2014 PROJECT NUMBER: 13-057-04 DRAWING NUMBER: I-005 SHEET: -	SCALE: 15:15:22

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7a.
MEETING DATE: November 17, 2014 DEPARTMENT: Finance/Grants STAFF PRESENTER: Ernest Feliz Grants and Assessment Manager SUBJECT: Intergovernmental Agreement under PCSO Contract No. 2014-03: Pinal County Narcotics Task Force		<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 approve Intergovernmental Agreement (IGA) Number 2014-03 regarding reimbursement of overtime and overtime employee-related expenses incurred due to the Florence Police Department’s participation in the Pinal County Narcotics Task Force’s Arizona Criminal Justice Commission (ACJC) Grant # DC-15-010.

BACKGROUND/DISCUSSION:

This IGA will allow for the payment of overtime wages and employee related expenses (benefits) for one Florence police officer to participate in Pinal County Narcotics Task Force activities. Funding is provided through a grant from the Arizona Criminal Justice Commission to Pinal County and the Town will be reimbursed by Pinal County from the grant funds.

FINANCIAL IMPACT:

The amount available to the Town of Florence is unspecified. The amount of funding available in the Pinal County Narcotics Task Force ACJC grant is \$147,520.

STAFF RECOMMENDATION:

Staff recommends the Council approve the IGA to allow for the Police Department’s participation in the Pinal County Narcotics Task Force and the reimbursement of applicable overtime wages and benefits from Pinal County under the terms of the ACJC grant.

ATTACHMENTS:

Grant agreement between Pinal County and Town of Florence (ACJC Agreement)

Grant agreement between Pinal County and ACJC (County-ACJC Agreement)

**INTERGOVERNMENTAL AGREEMENT NUMBER 2014-03
REGARDING REIMBURSEMENT OF OVERTIME AND OVERTIME
EMPLOYEE RELATED EXPENSES INCURRED DUE TO THE
FLORENCE POLICE DEPARTMENT'S PARTICIPATION IN THE PINAL
COUNTY NARCOTICS TASK FORCE'S ACJC GRANT# DC-15-010**

RECITALS

WHEREAS, on September 12, 2014, the Pinal County Board of Supervisors approved Pinal County's participation in the ACJC Drug, Gang and Violent Crime Control grant award by approving and signing contract number DC-15-010 in the total amount of \$147,520.00, \$59,008.00 in Federal funds, \$51,632.00 in State funds, and \$36,800.00 from PCSO Task Force Rico and,

WHEREAS, said contract is intended to fund operations of the Pinal County Narcotics Task Force including the Overtime and Overtime Employee Related Expenses incurred by the Florence Police Department during their participation in this program.

WHEREAS, ACJC Contract number DC-15-010, administered by the Pinal County Sheriff's Office, prescribes the scope, terms and duration of the program and is limited to reimbursement of one (1) Florence Police Officer's Task Force approved Overtime, and Employee Related Expenses incurred during the duration of this grant.

WHEREAS, the Florence Police Department is willing to participate in the Pinal County Narcotics Task Force under the terms of ACJC contract number DC-15-010.

Agreement

Florence Police Department agrees as follows:

1. Each Party is authorized to participate in this agreement pursuant to A.R.S. 11-952.
2. Each party has read and agrees to the terms of ACJC Grant number DC-15-010.
3. This agreement shall terminate on 06/30/2015, or as soon thereafter as ACJC completes reimbursement of eligible expenditures for approved overtime and employee related expenses incurred during this period.

4. Each party shall complete and submit the reports and forms required by ACJC Grant number DC-15-010 and the Pinal County Sheriff's Office designee for program compliance. See below for submission schedule:

Report Period:	Due Date:	Report Period:	Due Date:
July 1 to July 31	August 10	January 1 to January 31	February 10
August 1 to August 31	September 10	February 1 to February 28	March 10
September 1 to September 31	October 10	March 1 to March 30	April 10
October 1 to October 31	November 10	April 1 to April 30	May 10
November 1 to November 30	December 10	May 1 to May 31	June 10
December 1 to December 31	January 10	June 1 to June 30	July 7

Reimbursement requests must include signed time sheets, leave requests and proof of payment.

5. Each Party shall at all times provide and keep in full force and effect Arizona Workers Compensation Insurance as required by law. Each party shall provide the other with insurance certificates or proof of participation in a Risk and Retention Insurance Pool. No party shall allow its coverage to change, be cancelled, nor fail to renew without giving the other party at least thirty (30) calendar days advance written notice.
6. For the purpose of workers' compensation, an employee of any party to this agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of any other party pursuant to the Agreement shall be deemed to be an employee of the party who is his primary employer and of the party under whose jurisdiction and control he is then working as provided in A.R.S. §23-1022(D). The primary employer party of such an employee shall be solely liable for payment of workers' compensation benefits for the purpose of this section. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required by that section.
7. In addition to any insurance coverage required by this Agreement, each party agrees that it will be solely responsible for and will assume sole liability for its officer's acts or omissions of any kind, while performing any service or activity under this Agreement. In the event that a claim is made against any party for acts or omissions of any of its employees or officers, it is the intent of the parties to cooperate fully in the defense of said claim or claims and to cause their insurers to do likewise, to the extent practicable.
8. To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party or parties (as indemnitee) from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys fees) arising out of bodily injury or death of any person or any property damage, but only to the

extent that such claims which result in vicarious, derivative or other form of liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor or its employees or officers assigned to the Pinal County Narcotics Task Force.

9. A party may terminate its participation in this the memorandum of understanding by giving the Pinal County Sheriff's Office thirty (30) calendar day's written notice of termination.

The foregoing is approved by the governing body of the local government as evidenced below.

Date

Pinal County by:

Chairman,
Pinal County Board of Supervisors

Attest:

Clerk

Date

Municipality by:

Mayor,
Town/City of _____

Attest:

Clerk

COUNSEL APPROVAL AS TO FORM:

I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.

Deputy Pinal County Attorney

Date

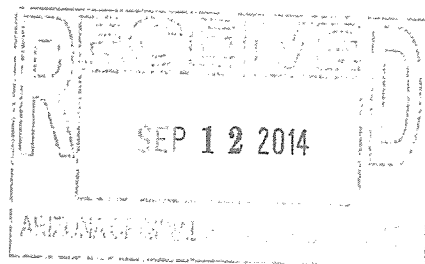
I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.

City/Town Attorney

Date



ARIZONA CRIMINAL JUSTICE COMMISSION
Drug, Gang, and Violent Crime Control
GRANT AGREEMENT



ACJC Grant Number DC-15-010
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 1ST day of July, 2014, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and PINAL COUNTY, through PINAL COUNTY SHERIFF'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2014 and terminate on June 30, 2015. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that further the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

Pinal County Sheriff's Office
 PO Box 867
 Florence, Arizona 85132
 Attn: **Sheriff Paul Babeu**

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	Not Approved
Fringe Benefits (for salaries/overtime)*	\$15,624.00
Overtime	\$50,400.00
Professional & Outside/Consultant & Contractual Services	\$81,496.00
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Confidential Funds	Not Approved
Operating Expenses:	
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
Equipment	
Capital	Not Approved
Noncapital	Not Approved
TOTAL	\$147,520.00
Positions Funded: Coolidge PD Investigator (1.00), Pinal SO Overtime only	
Equipment Type: Not Approved	

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$59,008.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$51,632.00. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$36,880.00.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds

are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.
13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include

documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	Due Date:
July 1 to September 30	October 15
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

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

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
25. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide*.
Link: *OJP Financial Guide* <http://www.ojp.usdoj.gov/financialguide/>
26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$100,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$450 per day.
28. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

-
29. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION.
Link: www.ojp.gov/funding/confcost/htm
30. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
31. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
32. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
33. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
34. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
35. Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
36. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any, to indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of its owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by contractor from and against any and all claims. It is agreed that contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is

- applicable. In consideration of the award of this grant, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
37. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
 38. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
 39. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/
 40. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
OJP Financial guide: <http://www.ojp.usdoj.gov/financialguide/>
ACJC Grant Management Reference Manual:
http://azcjc.gov/pubs/home/021104_Manual_GrantReferenceManual.pdf
 41. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
 42. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
 43. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>
 44. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
 45. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
 46. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*

<http://www.ojp.usdoj.gov/funding/ojptrainingquidingprinciples.htm>

47. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
48. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
49. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2013-DJ-BX-0049 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

50. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. In the event that a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."

Link: *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>

51. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link: http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm

52. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
53. GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
54. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.
Link: <http://www.acjc.state.az.us/ACJC.Web/Grants/civilrights/default.aspx>
55. If GRANTEE is a governmental political subdivision, GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing information system. GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing information system is replaced. The *Data Dictionary* is available upon request to ACJC.
56. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: <https://www.niem.gov/program-managers/Pages/implementation-guide.aspx>
57. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:
Link: http://www.it.ojp.gov/gsp_grantcondition.

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

58. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such

systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

59. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
60. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

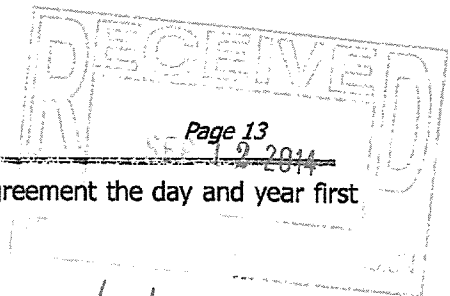
61. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
62. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
63. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
64. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.
65. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
66. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the

- making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
67. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
 68. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
 69. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
 70. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
 71. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
 72. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.
 73. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
 74. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
 75. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
 76. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Control
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). GRANTEE will compile and maintain a task force personnel roster and course completion certificates.
2. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.
3. GRANTEE agrees that within 45 days of award, for any agency that receives income as a result of grant-funded activities, it will complete the ACJC Program Income Worksheet.
4. GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.
5. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
6. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html> for programs relating to methamphetamine laboratory operations.
7. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.
8. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.
9. Grant funds shall be used to reduce drug crimes in support of the Arizona 2012-2015 Drug, Gang and Violent Crime Control State Strategy.

Authorized Official Initials: 



SEP 12 2014

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

FOR GRANTEE:

[Handwritten Signature]

8/20/14

Chairman of the Board of Supervisors

Date

Anthony Smith, Chairman

8/20/14

Printed Name and Title

Approved as to form and authority to enter into Agreement:

[Handwritten Signature]

8/11/14

Legal counsel for GRANTEE

Date

Christopher C. Keller, DCA

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

A.R.S. 11-201

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

[Handwritten Signature]

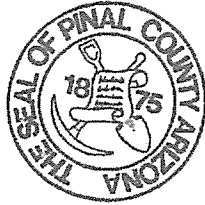
09-17-14

John A. Blackburn Jr., Executive Director
Arizona Criminal Justice Commission

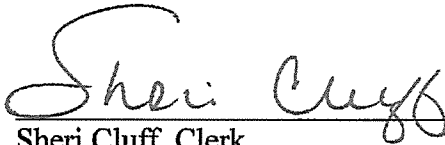
Date

**ARIZONA CRIMINAL JUSTICE COMMISSION,
Drug, Gang, and Violent Crime Control
Grant Agreement**

ACJC Grant Number DC-15-010



ATTEST



Sheri Cluff, Clerk

DATE: 8/20/14



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- | | |
|--|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability | \$50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.


Exhibit "A" Page 3

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the State of Arizona. Such notice shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE and the Arizona Criminal Justice Commission with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007. The Commission project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona and the Arizona Criminal Justice Commission reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7b.
MEETING DATE: November 17, 2014 DEPARTMENT: Parks and Recreation STAFF PRESENTER: Bryan Hughes Parks & Recreation Director SUBJECT: Purchase of equipment for Heritage Park Ball Field Lighting from Musco Sport Lighting, LLC		<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"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to approve the purchase of Musco’s Light-Structure Green system from Musco Sports Lighting, LLC, in an amount not to exceed \$94,569.00, for the Heritage Park Ball Field Lighting Project.

BACKGROUND/DISCUSSION:

Heritage Park – Ball Field #3 is the only ball field without lights. The addition of sports lighting to the ball field will allow increased programming at the facility by the Town and our partners such as Florence Little League.

The project was broken down into three segments: 1) electrical engineering due to lack of available as-built drawings for the park; 2) purchase of equipment directly from manufacturer to save on contractor’s markup, and 3) installation of equipment by an electrical contractor.

Musco Sports Lighting, LLC, utilizes patented technology that is both energy efficient and requires less maintenance than other manufacturers. Additionally, Musco Sport Lighting, LLC, is the same manufacturer of the existing lighting equipment at Heritage Park, which will allow the old and new equipment to be integrated together and utilize the Control Link Control and Monitoring System, increasing further increasing energy efficiency and security.

FINANCIAL IMPACT:

The purchase of Musco’s Light-Structure Green system from Musco Sports Lighting, LLC, in an amount not to exceed \$94,569.00 for the Heritage Park Ball Field Lighting Project is just a portion of the total project cost, which breakdowns as follows:

- Wright Engineering (electrical engineering) \$7,250.00

• Musco Sports Lighting, LLC (lighting equipment)	\$94,569.00
• <u>Spectra Electrical Services (installation)</u>	<u>\$48,553.00</u>
<u>TOTAL</u>	<u>\$150,372.00</u>

The Town Council approved \$150,000 in the FY 2015 budget.

STAFF RECOMMENDATION:

Approve the purchase of Musco's Light-Structure Green system from Musco Sports Lighting, LLC, in an amount not to exceed \$94,569.00.

ATTACHMENTS:

Sole Source
Musco Sports Lighting Quote

Town of Florence
Sole Source/Emergency Purchase Justification

Note: Exemption from competitive bidding is allowed only in the existence of an emergency or when it is clearly determined to be impractical to procure through the competitive bidding process. The department director shall submit this form for approval before procuring materials or services. In cases of emergency, post submittal is required.

Vendor Name: Musco Sports Lighting, LLC Date 28-Oct-14

Commodity (general description) Athletic Field Lighting

Dollar Amount \$94,569.00 (If over \$25,000, must go to Town Council for approval)

Account Number 011-522-507

Sole Source

Check all entries that apply:

- Purchase Request is made to the original manufacturer or provider; There are no regional distributors. (Item * must also be checked.)
- Purchase Request is made to the only area distributor of the original manufacturer or provider. (Item * must also be checked.)
- * This is the only known item that will meet the specialized needs of the department or perform the intended functions.
- Parts/equipment are not interchangeable with similar parts of another manufacturer.
- Parts/equipment are required from this vendor to provide standardization.
- The elements of time and, therefore, cost to the town override the potential cost savings realized through standard purchasing procedures.
- None of the above apply. Detailed explanation for sole source request is contained in the attached memorandum.

Emergency

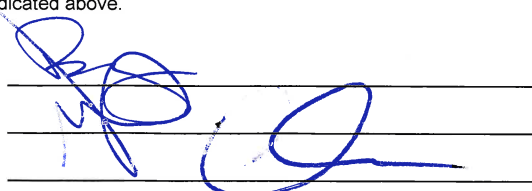
Check all entries that apply. At least two of the following conditions must be met:

- Human life is in danger
- A natural disaster or act of God requires immediate action.
- An unanticipated circumstance poses a threat to city property.
- A situation exists where work on a specific project will stop or be adversely affected unless immediate action is taken.

Justification: Musco Sports Lighting, LLC utilizes patented technology that is both energy efficient and requires less maintenance than other manufacturers. Additionally, Musco is the same manufacturer of the existing lighting equipment at Heritage Park, which will allow the old and new equipment to be integrated together and utilize the Control Link Control and Monitoring System, increasing further increasing energy efficiency and security.

On the basis of the foregoing, I recommend competitive procedures be waived and the material or service be procured as a sole source or emergency purchase as indicated above.

Signature of Department Director



Date

10/28/14

Review by Finance Director

Date

11/3/14

Approved by Town Manager

Date

11/4/14

Jan



**Heritage Park Field 3
Florence, AZ
Date: 9/24/14**

Quotation Price – “Materials Only”

Musco’s Light Structure Green™ lighting system as described below and delivered to the job site.....	\$87,000
Florence, AZ Tax @ 8.7%.....	\$7,569
Total.....	\$94,569

Equipment Description

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- (4) Pre-cast concrete bases
- (4) Galvanized steel poles
 - (2) Existing Poles utilizing existing backside cross arms for new fixtures
- Electrical component enclosures
- Pole length wire harness
- Factory-aimed and assembled luminaires

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco’s prior industry leading technology
- Musco Constant 25™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level of 50 footcandles infield and 30 footcandles outfield for 25 years
- 2 group re-lamps at the end of the lamps’ rated life, 5000 hours
- Reduced energy consumption
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for electrical service on site

Labor, unloading, and installation of the equipment is not included as part of this quote.

***Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.
Divulging technical or pricing information to competitive vendors will result in removal from the bid list.***

Payment Terms – TBD by Musco Credit

Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location
- Field size of 275'/275'/275 for Baseball
- Structural code and wind speed = 2006 IBC, 90 MPH
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports lighting needs. Please contact me with any questions.

John Abney

Sales Representative
Musco Sports Lighting, LLC
Phone: 623-910-9316
E-mail: john.abney@musco.com
Fax: 800-374-6402



10/23/14

Brian Hughes
Parks and Recreation Director
Town of Florence
132 N. Bailey St.
Florence, AZ 85132

Dear Bryan Hughes;

We are pleased to present Musco's Light-Structure Green™ system for your lighting project. Light-Structure Green is the result of over 35 years of technology innovation and over \$10 million of research and capital investment; providing significant advantages for your budget and for the environment. The following is a list of the key values and features that are unique to Musco's Light-Structure Green system, and the patents that support those features.

1. Luminaire Efficiency and Smart Lamp™ Technology

- a. **Constant Light Levels** – Smart Lamp operating system provides constant light levels over the life of the lamp with a series of timed power adjustments. This is supported by Patent Group 2 in the chart below.
- b. **Energy Efficiency – Reduces energy consumption by half**
Light-Structure Green requires 40% fewer fixtures than prior technology systems, resulting in a reduced energy consumption over the life of the system. Additional energy savings are provided by Musco's Control-Link® control system. This is supported by Patent Group 3 in the chart below.
- c. **Spill Light Control – Cuts off site spill light by 50%**
Over 2000 photometric patterns and our advanced visor system provide minimal spill light, customized for each project. Spill light is cut by 50% over Musco's prior industry leading Total Light Control™ spill and glare control system. Side shift beam control allows light beams to be adjusted within the luminaire horizontally as well as vertically, allowing Musco to custom fit the light to the corners. This is supported by Patent Group 3.
- d. **Extended Lamp Life** – Lamp life for our 1500-watt Z-Lamp is extended from 3000 hours to 5000 hours. Musco's geared leveling mechanism also operates the lamp arc tube in the energy advantageous horizontal position. This is supported by Patent Groups 2 & 4.

2. Musco Constant 25™ Warranty & Maintenance Program

- a. **100% Routine Maintenance Included for 25 Years** – All routine maintenance, including group lamp replacements, is provided by Musco for 25 years. This is a business practice, while not patented, is unique to Musco.
- b. **Guaranteed Constant Light Levels** – Average constant light levels are guaranteed for

25 years to the original design criteria. This is supported by Patent Groups 2, 3 & 4.

- c. **Monitoring and Control Services** – Musco monitors the performance of your lighting system, including on/off status, hours of usage and lamp outages. If a fixtures outage that affects playability is detected, we will contact you and dispatch repair technicians. On-off control of your lighting system is provided via an easy-to-use web site scheduling system, phone, fax or email. Regular usage reports will be sent to you and are always available on Control-Link Central's web site. This is supported by Patent Group 5.
- d. **Controls and Lighting Services Team** – Musco has over 70 team members dedicated to operating and maintaining your sports lighting system. Control-Link Central is staffed 24/7, and they have experience with controlling nearly 6 million hours of lighting worldwide. Our Lighting Services Team travels 1 million miles, inspecting over 2300 fields a year. No other manufacturer provides this level of experience and expertise. Again, this is a business practice, that while not patented, is unique to Musco.

3. Durability

A diecast aluminum reflector housing and enhanced knuckle cone provide increased durability. Designed to withstand 150mph winds. This is supported by Patent Group 3.


The Light-Structure Green lighting system with Control-Link® controls, as designed for above referenced project, is covered by the following United States patents:

#	Patent	Coverage
1	D411096, D567422, D567432, D567433, D571033, D573752, D574098, D577149, D593883, D664290	Aesthetic features of the Light-Structure Green system including the luminaire, reflector, visor, lamp cone, crossarm and beam alignment device
2	7176635, 7452108, 7527393, 7675251, 7736024, 7843144, 7848079, 8002431, 8098024, 8251767	Smart Lamp® control system to adjust power to lamp to maintain constant lumens, multi-capacitor design; geared lamp tilt correction to automatically maintain horizontal arc tube position; prevention of outgassing of components inside luminaire
3	6036338, 6203176, 7547118, 7600901, 7740381, 7789540, 7798680, 7862213, 7874055, 8007137, 8177396, 8206011, 8490267	Luminaire features including: highly reflective segments factory assembled in die cast reflector frame, lamp socket rotation to correctly position lamp arc tube, and visor with reflective strips; factory aiming
4	7797117, 8300219,	Lamp testing; composite light on field due to precision of factory aiming of luminaires on poles and field alignment of poles to single landmark at field location
5	6681110, 7209958, 7778635	Control-Link control and monitoring system
6	Foreign patents issued and pending	

I trust this information outlines the unique characteristics of Musco and the Light-Structure Green system for your project. If you have questions or need additional information, please contact me.

Sincerely,

Taylor Rakes
 Sales Associate
 Musco Sports Lighting, LLC
 Phone: 800.825.6025 ext 6322
 Email: taylor.rakes@musco.com

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7c.
MEETING DATE: November 17, 2014 DEPARTMENT: Parks and Recreation STAFF PRESENTER: Bryan Hughes Parks & Recreation Director SUBJECT: Installation of lighting equipment from Spectra Electrical Services for Heritage Park Ball Field Lighting Project		<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"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to approve a contract with Spectra Electrical Services for installation of sports lighting equipment, in an amount not to exceed \$48,553.00, for the Heritage Park Ball Field Lighting Project.

BACKGROUND/DISCUSSION:

Heritage Park – Ball Field #3 is the only ball field without lights. The addition of sports lighting to the ball field will allow increased programming at the facility by the Town and our partners such as Florence Little League.

The project was broken down into three segments: 1) electrical engineering due to lack of available as-built drawings for the park; 2) purchase of equipment directly from manufacturer to save on contractor’s markup; and 3) installation of equipment by an electrical contractor.

Further, the Invitation for Bids specified that bids be submitted for the Base Bid for installation of the sports lighting equipment and Bid Alternate 1 for conduit for future installation of security cameras at four locations on the light poles.

The project was advertised and bids were opened on October 29, 2014. Six bids were received, with Spectra Electrical Services being the lowest responsive and responsible bidder with a bid of \$48,553.00 for the Base Bid and Bid Alternate 1.

FINANCIAL IMPACT:

The award of a contract for equipment installation with Spectra Electrical Services, in an amount not to exceed \$48,553.00 for the Heritage Park Ball Field Lighting Project is just a portion of the total project cost, which breakdowns as follows:

- Wright Engineering (electrical engineering) \$7,250.00
- Musco Sports Lighting, LLC (lighting equipment) \$94,569.00
- Spectra Electrical Services (installation) \$48,553.00

TOTAL **\$150,372.00**

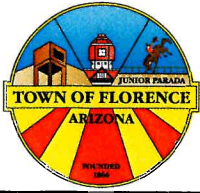
The Town Council approved \$150,000 in the FY 2015 budget.

STAFF RECOMMENDATION:

Approve a contract with Spectra Electrical Services for installation of sports lighting equipment, in an amount not to exceed \$48,553.00.

ATTACHMENTS:

- Notice of Apparent Lowest Bidder
- Bid Tabulation Sheet
- Bid Opening Minutes
- Invitation for Bids
- Offer with Exhibits



**TOWN OF FLORENCE
PARKS AND RECREATION DEPARTMENT**

NOTICE OF APPARENT LOWEST RESPONSIBLE BIDDER

Date: October 30, 2014

Subject: IFB Heritage Park Ball Field Lighting Project POC-23

On October 29, 2014, bids were opened for the above referenced project. The apparent lowest responsible and responsive bidder is Spectra Electrical Services with the bid amount of \$48,553.00. This includes the Base Bid and Bid Alternate 1.

The Award of Contract is scheduled to be on the Town Council's agenda on November 17, 2014, for consideration.

Respectfully,

Bryan C. Hughes, CPRE
Parks and Recreation Director

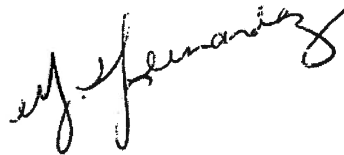
**Town of Florence
Bid Tabulation Sheet**

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

Date Prepared: 10-29-2014

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

Prepared By: Maria Hernandez, Deputy Town Clerk



Formal Sealed Bid: # _____ Title: Heritage Park Ball Field Lighting Project Invitation for Bids Due Date and Time: 10-29-2014 @ 3:00 pm Bid Opening Time: 3:15 pm

Item (include quality, brand, model, color)

Vendor name Contact Person Phone/Fax	Price Sheet Base	Price Sheet Bid Alternate 1	Bid Bond	Licenses DBE & MBE Status	References	Addendum #1	Addendum # 2	Subcontractor List	Comments
1 AJP Electric 11250 N. Cave Creek Road Phoenix AZ 85020 PH #	\$47,740.00	\$5,440.00	YES	YES	YES	YES	YES	NO	Documents forwarded to Bryan Hughes, Parks and Recreation Director
2 Kimbrell Electric 7593 N. 73rd Drive Glendale AZ 85303 PH #									
3 Hawkeye Electric, Inc. 1394 N. Farrell Court # 104 Gilbert AZ 85233 PH # 480-784-6800									
4 Spectra Electrical Services 2519 W. Geneva Drive Tempe AZ 85282-3127 PH #									
5 Commonwealth Electric Company of the Midwest 3901 E. Winslow Avenue Phoenix AZ 85040 PH #	\$48,722.00	\$10,482.00	YES	YES	YES	YES	YES	NO	Documents forwarded to Bryan Hughes, Parks and Recreation Director
6 Gallo Construction, Inc. 701 W. 2nd Street Casa Grande AZ 85122 PH #									

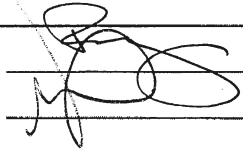
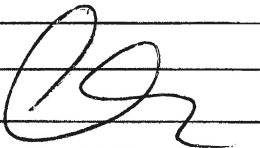
Attach additional page(s), if necessary

Vendor Selected SPECTRA ELECTRICAL SERVICES

Address 2519 W. GENEVA DR., TEMPE, AZ 85282-3127

Justification (if not lowest price)

Department Head Approval

Date 10/30/14

Finance Director Approval

Date 11/3/14

Town Manager Approval

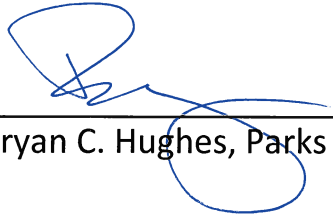
Date 11/14/14

*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 BID MINUTES

Project Name: Heritage Park Ball Field Lighting Project
Date: October 29, 2014 - 3:15 p.m.
IFB Solicitation: POC-23

No.	Name of Company	Base Bid	Bid Alternate 1	Total
1	AJP Electric	\$47,740.00	\$5,440.00	\$53,180.00
2	Kimbrell Electric	\$53,097.56	\$10,433.10	\$63,530.66
3	Hawkeye Electric, Inc.	\$49,400.00	\$10,927.00	\$60,327.00
4	Spectra Electrical Services	\$36,692.00	\$11,861.00	\$48,553.00
5	Commonwealth Electric Company of the Midwest	\$48,722.00	\$10,482.00	\$59,204.00
6	Gallo Construction, Inc.	\$66,517.62	\$10,635.64	\$77,153.26



Bryan C. Hughes, Parks and Recreation Director



INVITATION FOR BIDS
HERITAGE PARK BALL FIELD LIGHTING PROJECT

Town of Florence
775 North Main Street, P.O. Box 2670
Florence, Arizona 85132

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Number: **POC-23**

Release Date: **October 8, 2014**

Advertisement Dates: **October 9 & October 16, 2014 – Florence
Reminder & Blade-Tribune
October 9 & October 16, 2014 – Arizona
Business Gazette**

Final Date for Inquires **October 24, 2014**

MANDATORY

Prospective Bidder's Conference: **October 22, 2014**
1:30 p.m. (local time, Phoenix, Arizona)
Florence Town Hall
Council Chambers
775 North Main Street, P.O. Box 2670
Florence, Arizona 85132

Bid Deadline: **October 29, 2014**
3:00 p.m. (local time, Phoenix, Arizona)

Bid Opening: **October 29, 2014**
3:15 p.m. (local time, Phoenix, Arizona)

Town Representatives: **Bryan Hughes, bryan.hughes@florenceaz.gov**

In accordance with the Town of Florence Procurement Code, competitive sealed Bids for the services specified herein will be received by the Town Clerk at the Town Clerk's Office at the above-referenced location until the date and time referenced above (the "Bid Deadline"). Bids received by the Bid Deadline shall be publicly opened and the Bid Price read. Bids shall be in the actual possession of the Town Clerk on, or prior to, the Bid Deadline date. Late Bids shall not be considered except as provided in the Town Procurement Code. Bids shall be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the front of the envelope.

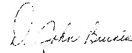
There is no charge for the Plans and Specifications.
Plans and Specifications may be obtained at the Town of Florence website:
<http://www.florenceaz.gov/rfp>

* The Town of Florence reserves the right to amend the solicitation schedule as necessary.

**TOWN OF FLORENCE
PARKS AND RECREATION DEPARTMENT
POC-23**

OFFER

The undersigned (the "Bidder") hereby offers this Bid as an offer to contract with the Town under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (the "Contract Documents").

Arizona Transaction (Sales) Privilege Tax License Number: <u>07-645570-C</u> Federal Employer Identification Number: <u>86-1046283</u> <u>Spectra Electrical Services, Inc.</u> Contractor Name <u>2519 West Geneva Drive</u> Address <u>Tempe</u> <u>AZ</u> <u>85282</u> City State Zip Code	For Clarification of this Bid contact: Name: <u>Kyle Knopp</u> Telephone: <u>(602) 695-0886</u> Facsimile: <u>(480) 446-7300</u> Email: <u>kyle.knopp@Spectra-electrical.com</u>  Authorized Signature for Contractor <u>D. John Brunia</u> Printed Name <u>President</u> Title
--	---

**ACCEPTANCE OF OFFER AND NOTICE OF AWARD
(FOR TOWN OF FLORENCE USE ONLY)**

Effective Date: _____ Contract No. _____ Official File: _____

TOWN OF FLORENCE, an Arizona municipal corporation

Charles A. Montoya, Town Manager

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James Mannato, Town Attorney

ARTICLE I - DEFINITIONS

For purposes of this Invitation for Bids, the following definitions shall apply:

“Bid” or “Offer” means a responsive bid or quotation submitted by a Bidder in response to this IFB.

“Bid Deadline” means the date and time set forth on the cover of this IFB for the Town Clerk to be in actual possession of the sealed Bids.

“Bid Opening” means the date and time set forth on the cover of this IFB for opening of sealed Bids.

“Bidder” means any person or firm submitting a competitive Bid in response to this IFB.

“Confidential Information” means that portion of a Bid, proposal, Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the Town of this fact at the time of the submission and (ii) the information is so identified wherever it appears.

“Contract” means, collectively, the (i) Offer/Bid, (ii) this IFB, including all exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed or Purchase Order(s), (v) any approved Addendum, Change Order or Amendment, (vi) the Contractor’s Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies, (vii) the Certificate of Completion and (viii) any Plans, Specifications or other documents attached, appended or incorporated herein by reference.

“Contractor” means the individual, partnership, corporation or limited liability company who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials or Services by the Town.

“Contract Time” means the time paid during which the Contractor must complete all of the Work related to the Project.

“Days” means calendar days unless otherwise specified.

“Engineer” means the Town Engineer or authorized designee.

“Final Completion” shall be defined as set forth in Section 3.16 and shall occur not later than 30 Days from the date of Substantial Completion unless otherwise designated by the Engineer and subject to modification by changes in the Work as provided in Section 3.14 below.

“Invitation for Bids” or “IFB” means this request by the Town for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Materials and/or Services in compliance with the Town’s Procurement Code.

“MAG Specifications” means, collectively, the “Uniform Standard Specifications for Public Works Construction,” current edition as of the date of Contract award and the “Uniform Standard Details for Public Works Construction,” current edition as of the date of Contract award, which are sponsored and distributed by the Maricopa Association of Governments (“MAG”) and any amendments or supplements adopted by the Town.

“MAG Supplement” means the most current edition of the Town of Florence Supplement to the MAG Uniform Standard Specifications and Details for Public Works Construction.

“Materials” means any personal property, including equipment, materials, replacements and supplies provided by the Contractor in conjunction with the Contract and shall include, in addition to Materials incorporated in the Project, equipment and other material used and/or consumed in the performance of the Work.

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“Multiple Award” means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Bidder.

“Price” means the total expenditure for the defined Project, inclusive of all Materials, commodities or Services.

“Procurement Administrator” means a Town employee, as designated on the cover of this IFB, who has specifically been designated to act as a contact person to the Bidders and/or Contractor relating to their IFB.

“Procurement Agent” means the Town Manager or authorized designee.

“Procurement Code” means the Town of Florence Procurement Code, as amended from time to time.

“Project” means the purpose and Work described as set forth in Section 2.1, in the “Purpose/Scope of Work” of the IFB.

“Punch List” means that list of items provided by Town to Contractor at the time of Substantial Completion indicating items to be completed or corrected, including the time for completion or correction by Contractor after Substantial Completion.

“Services” means the furnishing of labor, time or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in the Contract. This term does not include “professional and technical services” as defined in the Procurement Code.

“Specification” means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or Services. The term may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.

“Subcontractor” means those persons or groups of persons having a direct contract with the Contractor to perform a portion of the Work and those who furnish Materials according to the plans and/or Specifications required by this Contract.

“Substantial Completion” shall be defined as set forth in Section 3.15 below and shall occur not later than the date set forth in the Schedule, subject to modification by changes in the Work as provided in Section 3.14 below.

“Town” means the Town of Florence, an Arizona municipal corporation.

“Town Representative” means the Town employee who has specifically been designated to act as a contact person to the Town’s Procurement Administrator, and who is responsible for monitoring and overseeing the Contractor’s performance under the Contract and for providing information regarding details pertaining to the Work.

“Vendor” means any firms, entities or individuals desiring to prepare a responsive Bid in response to this IFB.

“Work” means all labor, Materials and equipment incorporated or to be incorporated in the Project that are necessary to accomplish the construction required by this Contract.

ARTICLE II – BID PROCESS; BID AWARD

2.1 Purpose/Scope of Work. The Work included in this Project consists of Installing a lighting system for one (1) ball field with Heritage Park. Work includes new poles, luminaries, luminary, assemblies, foundations, conduit, and conductors.

The Town is issuing this IFB is to secure a qualified General Contractor to perform the Work and provide Materials as more particularly described in the Specifications attached hereto as Exhibit A, and incorporated herein by reference. Bidders must submit Bids encompassing the entire Project, inclusive of the related Plans and/or Construction Drawings. Failure to do so may result in a determination that the Bid is non-responsive.

2.2 Amendment of IFB. Except as set forth in Section 3.56 below, no alteration may be made to this IFB or the resultant Contract without the express, written approval of the Town in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the Town Procurement Code. Any such action is subject to the legal and contractual remedies available to the Town including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Contractor.

2.3 Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the Project specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.

A. Irregular/Non-responsive Bids. The Town will consider as “irregular” or “non-responsive” and shall reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the Town to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Procurement Agent, any of the following are true:

1. Bidder does not meet the minimum required skill, experience or requirements to perform the Work or provide the Materials.
2. Bidder has a past record of failing to fully perform or fulfill contractual obligations.
3. Bidder cannot demonstrate financial stability.
4. Bid submission contains false, inaccurate or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the Town in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications in this IFB are the minimum levels required and that Bids submitted must be for products that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed not responsive. It shall be the Bidder’s responsibility to carefully examine each item listed in the Specifications.

C. Required Submittal. Bidders shall provide **all of the following** documents to be considered a responsive Bid:

1. Complete, fully executed original of this IFB, with the Offer signed in ink by a person authorized to bind the Bidder.
2. Price Sheet.
3. Bid Bond.

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4. Licenses; /DBE & MBE Status.
5. References.
6. Federal Requirements, if applicable.
7. Acknowledgment for each Addendum received, if any.

D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire, completed Bid package by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.

E. Sealed Bids. All Bids shall be sealed and clearly marked with the IFB title and number on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

F. Address. All Bids shall be directed to the following address: Town Clerk, 775 North Main Street, P.O. Box 2670, Florence, Arizona 85132, or hand-delivered to the Town Clerk's office.

G. Bid Forms. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email) or mailgram Bids will not be considered.

H. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

I. Withdrawal. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email) or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline, unless otherwise permitted pursuant to the Town Procurement Code.

2.4 Inquiries; Interpretation of Plans, Specifications and Drawings.

A. Inquiries. Any question related to the IFB, including any part of the Plans, Specifications, Scope of Work or other Contract Documents, shall be directed to the Town Representative and Procurement Administrator whose names appear on the cover page of this IFB. Questions shall be submitted in writing by the date indicated on the cover page of this IFB; the Town will not respond to any inquiries submitted later than the Final Date for Inquiries. The Vendor submitting such inquiry will be responsible for its prompt delivery to the Town. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the Town. The Town will not be responsible for any other explanations or interpretations of the Contract Documents.

B. Addenda. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the Town with respect to this IFB will be available at:

Town of Florence Town Hall,
775 North Main Street, P.O. Box 2670, Florence, Arizona 85132

Town of Florence website at: <http://www.florenceaz.gov/rfp>

C. Approval of Substitutions. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written Substitution/Equal Request in the form attached hereto as Exhibit B, has been received by the Town Representative at least ten days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.

D. Use of Equals. When the Specifications for materials, articles, products and equipment include the phrase "*or equal*," Bidder may bid upon and use materials, articles, products and equipment that will perform equally the requirements imposed by the general design. The Engineer will have the final approval of all materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior, written approval from the Engineer. No "equal" will be considered unless a written Substitution/Equal Request, in the form attached hereto as Exhibit B, has been received by the Town Representative at least ten days prior to the Bid Deadline. The request shall include the name of the material or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, cuts, performance and test data and any other information necessary for evaluation of the equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.

E. Bid Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or Materials to be furnished under this Contract, which have been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Work under this Contract. The selected Contractor agrees that the Town shall not be held responsible if any of the quantities shall be found to be incorrect and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Services and/or Materials as estimated and the Services and/or Materials actually provided. If any error, omission or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate the Contract or the whole or any part of the Scope of Work, (2) excuse Contractor from any of the obligations or liabilities hereunder or (3) entitle Contractor to any damage or compensation except as may be provided in this Contract.

2.5 Prospective Bidders' Conference. A Prospective Bidders' Conference may be held. If scheduled, the date and time of the Prospective Bidders' Conference will be indicated on the cover page of this IFB. The Prospective Bidders' Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders' Conference. Bidders are strongly encouraged to attend those Prospective Bidder's Conferences designated as non-mandatory. The purpose of the Prospective Bidders' Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the Town's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the Town at the Prospective Bidders' Conference. The Town will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.

2.6 New Materials. All Materials to be provided by the Contractor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7 Prices. Work shall be performed at the unit prices as set forth in the Price Sheet attached hereto as Exhibit C and incorporated herein by reference. Bid prices shall be submitted on a per unit basis by line item, when applicable and include all applicable sales tax. In the event of a disparity between the unit price and

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extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Bid Price Sheet shall result in a determination that a Bid is non-responsive.**

2.8 Allowances. Allowances, if any, shall be clearly set forth on the Price Sheet. Allowances shall cover the cost to the Contractor (less any applicable trade discount) of the Materials including equipment required by the Allowance, delivered at the site, and all applicable taxes, overhead, profit handling and other general conditions costs, unless unit rates are available in the Price Sheet. Unit rates from the Price Sheet shall be used to determine the cost of a change to be paid from an Allowance, when applicable. Any remaining Allowance amount shall be returned to the Town at the end of the Project by deductive change order.

2.9 Payment; Discounts. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The Town shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

2.10 Taxes. The Town is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a percentage and set forth as a separate item. It shall not be considered a lump sum payment item. It is the sole responsibility of the Bidder to determine any applicable State tax rates and calculate the Bid accordingly. When calculating the tax on the Bid, the Bidder should not include tax on any allowances. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the Town.

2.11 Federal Funding. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Work (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record-keeping, necessary pay structures or other matters related to the Federal Requirements. Federal Requirements, if any, shall be attached hereto as Exhibit D. In addition to any applicable Federal Requirements, this procurement is subject to a number of state and Town regulations. In general, where these rules conflict, the more stringent law or rule applies.

2.12 Cost of Bid/Proposal Preparation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Town does not reimburse the cost of developing, presenting or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the Town and will not be returned.

2.13 Public Record. All Bids shall become the property of the Town. After Contract award, Bids shall become public records and shall be available for public inspection in accordance with the Town's Procurement Code, except that any portion of a Bid that was designated as confidential pursuant to Section 2.14 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.

2.14 Confidential Information. If a Vendor/Bidder believes that a Bid, Specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the Town Attorney and shall determine in writing whether the information shall be withheld. If the Town Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Vendor or Bidder in writing of such determination.

2.15 Vendor Licensing and Registration. Prior to the award of the Contract, the successful Bidder shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Request for Vendor Number on file with the Town Financial Services Department. Bidders shall

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provide license and certification information with the Bid, attached as Exhibit E and incorporated herein by reference. Upon the Town's request, corporations, limited liability companies, partnerships or other entities shall provide Certificates of Good Standing from the Arizona Corporation Commission.

2.16 Bidder Qualifications.

A. Experience and References. Bidder must demonstrate successful completion of at least three similar projects within the past 60 months, one of which must have a dollar value of at least 75% of the total bid for this Project as set forth in the Price Sheet, attached as Exhibit C. Total bid price does not include any Town allowances identified. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this Project in size, nature and scope. References for these three projects shall be listed on the sheet attached hereto as Exhibit F and incorporated herein by reference. *These references will be checked*, and it is Bidder's responsibility to ensure that all information is accurate and current. Bidder authorizes the Town's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide.

B. Investigation. The Town's representative may conduct any investigation deemed necessary to determine the Bidder's ability to perform the Work in accordance with the Contract Documents. The three lowest Bidders may be requested to submit the following documentation within 72 hours to assist the Town in its evaluation:

1. Evidence of loss history and underwriting criteria.
2. Bidder's safety program.
3. CPA-certified audits for the past three fiscal years of operations.
4. Similar documents deemed necessary by the Town.

2.17 Certification. By submitting a Bid, the Bidder certifies:

A. No Collusion. The submission of the Bid did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a Town employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.

E. No Signature/False Statement. The signature on the Bid is genuine. Failure to sign the Bid, or signing it with a false statement, shall void the submitted Bid and any resulting Contract and the Bidder may be debarred from further bidding in the Town.

2.18 Bid Bond. All Vendors desiring to prepare a responsive Bid shall submit a non-revocable bid security payable to the Town in the amount of ten percent (10%) of the total Bid Price. This security shall be in the

form of a bid bond, certified check or cashier's check and must be in the possession of the Town Representative by the Bid Deadline. All bid security from Contractor(s) who have been issued a Notice of Award shall be held until the successful execution of all required Contract Documents and bonds. If the Contractor fails to execute the required contractual documents and bonds within the time specified, or ten Days after Notice of Award if no period is specified, the Contractor may be found to be in default and the Contract terminated by the Town. In case of default, the Town reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the Work and to recover any actual excess costs associated with such completion from the Contractor. All bid bonds shall be executed in the form attached hereto as Exhibit G, duly executed by the Bidder as Principal and having as Surety thereon a Surety company holding a Certificate of Authority from the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All insurers and sureties shall have, at the time of submission of the proposal, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company. As soon as is practicable after the completion of the evaluation, the Town will (A) issue a Notice of Award for those Offers accepted by the Town and (B) return all checks or bonds to those Bidders who have not been issued a Notice of Award.

2.19 Award of Contract.

A. Multiple Award. The Town may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.

B. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Specifications, (2) Price, including alternates, if any and (3) Bidder qualifications to perform the Work.

C. Waiver, Rejection, Reissuance. Notwithstanding any other provision of this IFB, the Town expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.

D. Offer. A Bid is a binding offer to contract with the Town based upon the terms, conditions and Specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or Specifications are modified by a written addendum or Contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the Town. Bidder Offers shall be valid and irrevocable for **90** days after the Bid Opening.

E. Protests. Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the process set forth by the Town Manager or qualified designee.

ARTICLE III – GENERAL TERMS AND CONDITIONS

PART A - GENERAL

3.1 Reference Standards. The Contractor shall perform the Work required in conformance with MAG Specifications and the MAG Supplement, each of which is incorporated herein by reference. In the event of a conflict between the MAG Specifications and the MAG Supplement, the MAG Supplement shall prevail.

3.2 Plans and Specifications to Successful Contractor. The successful Contractor shall print their own Plans and Specifications for this Project.

3.3 Contract Time. The Contract Time for this Project shall be 270 days from the Notice to Proceed. All Work on the Project shall be completed on or before the expiration of the Contract Time.

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3.4 Pre-Construction Conference. Within 30 days of the issuance of the Notice of Award, the Contractor shall attend a pre-construction conference. The Town will contact the Contractor to schedule a specific date, time and location for the pre-construction conference. The purpose of this conference is to outline specific items and procedures and to address items that require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures that the Contractor believes may (A) improve the Project, (B) reduce cost or (C) reduce inconvenience to the public. Any necessary coordination and procedures for construction inspection and staking will be addressed during the pre-construction conference. The Contractor will be required to provide the following items at, or prior to, the pre-construction conference, each of which is subject to review and approval by the Engineer:

A. Key Personnel; Subcontractors. A list of the names and emergency telephone numbers of all proposed Key Personnel, Subcontractors and suppliers that the Contractor intends to utilize on the Project, in the form attached hereto as Exhibit H and incorporated herein by reference. The term "Key Personnel" means individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, principals, project manager, project superintendent, scheduler, construction engineer and supervisory personnel. At least two of the Bidder's Key Personnel must have a minimum of three years' experience in similar projects (defined above) and the scheduler must have experience in employing scheduling techniques appropriate for this Project. Resumes of Key Personnel shall be submitted upon request by the Town's representative. Proposed Subcontractors shall be qualified and have the requisite professional or technical licenses and be licensed to do business in the State of Arizona. The list shall include such information on the professional background of each of the assigned key individuals as may be requested by the Town Representative. Such key personnel and Subcontractors shall be satisfactory to the Engineer and shall not be changed except with the consent of the Engineer. Additionally, the Engineer shall have the right to request that the Contractor personnel and Subcontractors be removed from the Project if, in the Engineer's sole discretion, such personnel or Subcontractor(s) are detrimental to the Project delivery process. Upon receipt of such request, the Contractor shall remove such personnel or Subcontractor(s) unless the Contractor can provide the Town with sufficient documentation to prove it is commercially impractical to replace the personnel or Subcontractor(s) with substitute personnel possessing similar qualifications. The Engineer's approval of substituted personnel or Subcontractor(s) shall not be unreasonably withheld.

B. Progress Schedule. A construction progress schedule showing the estimated time for start and completion of the major items of Work.

C. Payment Schedule. A payment schedule showing the estimated dollar volume of Work for each calendar month during the life of the Project.

D. Traffic Control. A written proposal outlining the intended plans for traffic control and for maintaining continuous access to residences and businesses along the construction site.

E. Site Security. A written proposal outlining the intended plans to secure the Project site for public safety and security.

F. Drawings, Materials & Equipment. An itemized list of all required shop drawings, material and equipment submittals and a schedule indicating the dates each of these items will be transmitted to the Town for review.

3.5 Notice to Proceed. Within 45 days of the issuance of the Notice of Award the Town may issue a written Notice to Proceed. The Notice to Proceed shall stipulate the actual Contract start date, the Contract Time and the dates of Substantial Completion and Final Completion. The time required for the Contractor to obtain permits, licenses and easements shall be included in the Contract Time and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the Contract Time and shall not be justification for a delay claim by the

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Contractor. No Work shall be started until after all required permits, licenses, and easements have been obtained. The Contractor shall notify the Engineer, in writing, at least 72 hours before the following events:

- A. Commencement. The start of construction.
- B. Services Shut Down. Shutdown of water, sewer, drainage, irrigation and/or traffic control facilities, including the anticipated length of time for each shut down.
- C. Well or Pump Shut Down. Shutdown of existing water wells and booster pumps. Such shutdown shall not exceed 72 hours of any facility and only one facility may be shutdown at any one time. Shutdowns shall be coordinated with proper utility agency/company.
- D. Water Lines. All draining and filling of water lines and irrigation laterals and all operations of existing valves or gauges, which shall also be coordinated with the proper utility agency/company.
- E. Start-up and Testing. Start-up or testing of any water well or booster pump to be connected to any part of the existing water system. This includes operation of existing valves necessary to accommodate the water.

3.6 Laws and Regulations. The Contractor shall keep fully informed of all rules, regulations, ordinances, statutes or laws affecting the Work herein specified, including existing and future (A) Town and County ordinances and regulations, (B) State and Federal laws and (C) Occupational Safety and Health Administration (“OSHA”) standards.

3.7 Rights-of-Way. The Contractor shall obtain a right-of-way permit for any of the Work completed in the public right-of-way. The Contractor will be responsible for any required Maricopa County, ADOT permits or other agency permits. The Town will provide any necessary easements for Work specified under this Contract, and the Contractor shall not enter or occupy with workers, tools, equipment or materials any private ground outside the property of the Town without the written consent of the owner thereof. The Contractor, at its own expense, is responsible for the acquisition of any additional easements or rights-of-way.

3.8 Inspection, Safety and Compliance. Each Contractor must inform itself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve the Contractor of its obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible in carrying out its work, the Contractor must employ such methods or means as will not cause any interruption of or interference with the Work of any other contractor. Contractor affirms that it has inspected the jobsite and has thoroughly reviewed the Contract including, without limitation, the Specifications listed on Exhibit A, as the same may be revised by the Town, and is not relying on any opinions or representations of Town. Contractor agrees to perform and complete such Work in strict accordance with the Contract and under the general direction of the Town. Contractor agrees that any exclusions of any Work must be approved in writing by the Town prior to acceptance of this Contract or same shall not be excluded hereunder. Contractor is responsible for all safety precautions and programs and shall provide all protection and necessary supervision to implement said precautions and programs. Contractor shall take all reasonable precautions for the safety of and provide reasonable protection to prevent damage, injury or loss to: (A) Town personnel and members of the public, (B) employees or others on the Project, (C) the Work and materials and (D) other property at the Project or adjacent thereto. Contractor shall designate a responsible person on the Project whose duty shall be prevention of accidents. Contractor shall provide all competent supervision necessary to execute all Work and any Work incidental thereto in a thorough, first-class, workmanlike manner. It is Contractor’s responsibility that all of the Work and any Work incidental thereto conforms to, and is performed in accordance with, all applicable Federal, State, County and Town laws, codes, ordinances, regulations (including National Pollutant Discharge Elimination System and air pollution standards) and orders of public authorities bearing on performance of the Work.

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3.9 Traffic Regulations. All traffic affected by the Work under this Contract shall be regulated in accordance with the then-current version of the *City of Phoenix-Traffic Barricade Manual* (the "Barricade Manual") which is incorporated herein by reference; provided, however, that this Contract shall govern in a conflict with the terms of the Barricade Manual. At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures, as necessary. At the same time, the Town will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the Work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

A. Major Streets. The following shall be considered major streets: All major parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the Town.

B. Traffic Control Devices. All traffic control devices required for the Work under this Contract shall be the responsibility of the Contractor. The Contractor shall place advance warning signs (such as REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS) in accordance with the Barricade Manual. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs and shall take all necessary precautions for the protection of the Work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes. All barricades and obstructions shall be illuminated at night, and all safety lights shall be illuminated from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design generally accepted for such purposes and payment for all such services and materials shall be considered as included in the other pay items of the Contract.

C. Existing Signs. The Contractor shall ensure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Engineer, in writing, at least 48 hours in advance for Town personnel to temporarily relocate or cover said signs. The Engineer will direct the Contractor as to the correct positions to re-set all traffic and street name signs to permanent locations when notified by the Contractor that the interfering construction is complete.

D. Manual Traffic Control. Manual traffic control shall be in conformity with the Barricade Manual, except that the designated liaison officer shall be contacted at the Maricopa County Sheriff's Office, District 7. When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide trained flagmen to direct traffic safely. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangements must be made with the liaison officer at the Maricopa County Sheriff's Office, District 7.

E. Contractor Equipment. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Contractor shall provide a flagman or off-duty, uniformed Sheriff's Deputy to assist with spotting.

F. Traffic Alterations. During construction, it may be necessary to alter traffic control. Any such alterations shall be in accordance with the Barricade Manual. No street within the Project area may be closed to through traffic or to local emergency traffic without prior, written approval of the Engineer. Written approval may be given if sufficient time exists to allow for notification of the public at least 72 hours in advance of such closing. Partial closure of streets within the Project shall be done in strict conformity with the Barricade Manual and the Engineer's written directions.

G. Intersections. Caution should be used when excavating near intersections with traffic signal underground cable. Contractor shall notify the Engineer, in writing, 24 hours in advance of any Work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified

by the Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty, uniformed Sheriff's Deputy to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the Engineer's satisfaction. Magnetic detector loops shall, under no circumstances, be spliced.

H. Adjacent Property Access. The Contractor shall maintain access to all businesses, schools and residences along the Project alignment at all times in accordance with the MAG Supplement, Section 107.7.1 (Access).

I. Covered Crossings. Where crossings of existing pavement occurs, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow, as determined by the Engineer in his sole discretion. If plates cannot be used, crossings shall either be back-filled or the Contractor shall provide a detour.

3.10 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.11 Insurance.

A. General.

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

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

3. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract.

4. Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work or Services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Contract.

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

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

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

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

9. Use of Subcontractors. If any Work under this Contract is subcontracted in any way, Contractor shall execute written agreement with its Subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

10. Evidence of Insurance. Prior to commencing any Work or Services under this Contract, Contractor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

a. The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(i) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(ii) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(iii) Excess Liability - Follow Form to underlying insurance.

b. Contractor's insurance shall be primary insurance with respect to performance of the Contract.

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

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

B. Required Insurance Coverage.

1. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

4. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction

over Contractor's employees engaged in the performance of Work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. Builder's Risk Insurance. Unless expressly waived by the Town Manager in a written addendum or amendment to this Contract, the Contractor shall be responsible for purchasing and maintaining insurance to protect the Project from perils of physical loss. The insurance shall provide for the full cost of replacement for the entire Project at the time of any loss. The insurance shall include as named insureds the Town, the Contractor, the Contractor's Subcontractors and sub-subcontractors and shall insure against loss from the perils of fire and all-risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, testing, resulting loss arising from defective design, negligent workmanship or defective material. The Contractor shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.

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

3.12 Performance Bond. The Contractor shall be required to furnish non-revocable security binding the Contractor to provide faithful performance of this Contract in the amount of one hundred percent (100%) of the total Contract Price payable to the Town. Performance security shall be in the form of a performance bond, certified check, cashier's check or irrevocable letter of credit. This security must be in the possession of the Engineer within seven days after execution of this Agreement by the Town. If the Contractor fails to execute and deliver the security instrument as required, the Contractor may be found in default and the Contract terminated by the Town. In case of default the Town reserves all rights. All performance bonds shall be executed in the form attached hereto as Exhibit I, duly executed by the Contractor as Principal and having as Surety thereon a Surety company approved by the Town and holding a Certificate of Authority to transact surety business in the State of Arizona by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have, at the time of submission of the performance bond, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

3.13 Payment Bond. The Contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the Contractor or any Subcontractor for the performance of any Work related to this Contract. Payment security shall be in the amount of one hundred percent (100%) of the total Contract Price and be payable to the Town. Payment security shall be in the form of a payment bond, certified check, cashier's check or irrevocable letter of credit. This security must be in the possession of the Engineer within seven days after execution of this Agreement by the Town. If the Contractor fails to execute and deliver the security instrument as required, the Contractor may be found in default and the Contract terminated by the Town. In case of default the Town reserves all rights. All payment bonds shall be executed in the form attached hereto as Exhibit J, duly executed by the Contractor as Principal and having as Surety thereon a Surety company approved by the Town and holding a Certificate of Authority to transact surety business in the State of Arizona by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have, at the time of submission of the payment bond, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

3.14 Changes in the Work. The Town may, without invalidating this Contract, order changes in the Work consisting of additions, deletions or other revisions to the Contract and the Contract Price and the Contract Time shall be adjusted as provided below. The Contract Price and/or the Contract Time may only be changed by the Town's written approval authorizing said change, and said changes shall be performed under the applicable conditions of the Contract. The Contract Price shall be adjusted as a result of a change in the Work as follows:

A. Additions. When the Town increases the scope of the Work, Contractor will perform the increased work pursuant to Contractor's unit prices set forth on the Price Sheet.

B. Deletions. When the Town decreases the Work resulting in a decrease in Contractor's quantity of the Work, the Town shall be allowed a decrease in the Contract Price amounting to the quantity of the deleted Work multiplied by the Contractor's unit prices.

C. Estimating. Whenever the Town is considering a change to the Work, Contractor shall promptly, and in any event within five business days, estimate the price of the contemplated additional or deleted Work in good faith and as accurately as is then-feasible. The estimate shall show quantities of labor, material and equipment and shall be pursuant to the rates set forth in the Contractor's Bid.

3.15 Substantial Completion. When the Contractor considers that the Work is Substantially Complete, the Engineer shall prepare and submit to the Contractor a comprehensive list of Punch List items, which the Contractor may edit and supplement. The Contractor shall proceed promptly to complete and correct Punch List items. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Town shall determine when the Project and the Contractor's Work is substantially complete. "Substantial Completion" means construction has been completed in accordance with the Contract Documents to the extent that the Town can use or occupy the entire Project, or the designated portion of the Project, for the use intended without any outstanding, concurrent construction at the site, except as may be required to complete or correct Punch List items. A prerequisite for Substantial Completion, over and above the extent of construction completion required, is receipt by the Town of acceptable documentation that Contractor has successfully tested and demonstrated all systems for their intended use. The date of Substantial Completion shall be confirmed by a Certificate of Substantial Completion signed by the Town and Contractor. The Certificate of Substantial Completion signed by the Town and Contractor shall state the respective responsibilities of the Town and the Contractor for security, maintenance, utilities, damage to the Work and insurance. The Certificate of Substantial Completion shall also include the Punch List as created by the Contractor and modified by the Town and establish the time for completion and correction of all Punch List items. If the Town and the Contractor cannot agree as to the appropriate date of Substantial Completion, such issue shall be submitted for dispute resolution in accordance with the procedures set forth in Article III, Part B below. Notwithstanding such disagreement, the Contractor shall diligently proceed with completion of the Punch List items.

3.16 Final Completion. The Town shall determine when the Project and the Contractor's Work is finally completed. "Final Completion" means completion of the Project by the Contractor in accordance with the Contract Documents, certified to the Town by the Contractor. Final Completion shall be achieved only upon the Town's written acceptance of (A) the construction, (B) all testing, (C) demonstration by Contractor that the Work functions as required by the Contract Documents and meets all Contract requirements, (D) resolution of all outstanding system deficiencies and Punch List items, if any, (E) delivery of all as-built documentation, drawings, completed record documents (with revisions made after Substantial Completion), annotated submittals and design document deliverables, (F) submittal, acceptance, and delivery of the one hundred percent (100%) complete O&M manuals, (G) delivery of warranties, inspection certificates, bonds and all other required documents, (H) all prerequisites for final payment and (I) submittal of Contractor's request for final payment and acceptance enclosing all required documentation. Upon Final Completion the Engineer shall issue a Certificate of Final Completion to the Contractor on behalf of the Town. Following receipt of payment from the Town, the Contractor shall make all payments due to the Subcontractors.

3.17 Payments to Contractor. Compensation for all Work necessary for the completion of the Project shall be included by the Bidder in the price bid for the items shown in the Bid. Only those items listed in the Bid are pay items. Payment shall be conditioned upon Contractor's compliance with the payment terms and conditions set forth below. Contractor expressly acknowledges and agrees that (A) the Contract Price is an estimated amount based upon an engineer's estimate of the quantities of the Materials deemed necessary to perform the Work and (B) the amount of any payment to be made pursuant to this Contract shall be determined by the field-measured quantities of Materials actually installed by Contractor. Material or equipment delivered to the Project by or on behalf of Contractor shall not constitute material or equipment furnished in the performance of the

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Work until same has been incorporated into the improvements constituting the Project. Payment shall not constitute acceptance by the Town or evidence thereof of any Work performed.

A. Progress Payments.

1. On or before the 15th day of each month after construction has commenced, the Contractor shall submit to the Town an application for payment consisting of the cost of the Work performed up to the end of the prior month, including the cost of material stored on the site or at other locations approved by the Town. The application shall be deemed approved and certified for payment seven days after it is submitted unless before that time the Town prepares and issues a specific written finding setting forth those items in detail that are not approved for payment under the Contract. Prior to submission of the next application for payment, the Contractor shall make available at the request of the Town a statement accounting for the disbursement of funds received under the previous application for purposes of audit. The extent of such statement shall be as agreed upon between the Town and Contractor.

2. Within 14 days after approval of each monthly application for payment, the Town shall pay directly to the Contractor the appropriate amount for which application for payment is made, less amounts (a) previously paid by the Town, (b) sufficient to pay expenses the Town reasonably expects to incur in correcting deficiencies which are set forth in writing and provided to the Contractor and (c) any retainage as set forth in subsection 3.17(B) below.

3. The Town's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed as acceptance of any Work not conforming to the requirements of this Contract.

4. Upon Substantial Completion of the Work, the Town shall pay the Contractor the unpaid balance of the cost of the Work, less a sum equal to the Contractor's estimated cost of completing any unfinished items as agreed to between the Town and the Contractor as to extent and time for Final Completion. The Town thereafter shall pay the Contractor monthly the amount retained for unfinished items as each item is completed.

B. Retainage. With respect to the Work, the Town shall retain ten percent (10%) of the amount of each estimate until Final Completion and acceptance of all Material, equipment and Work covered by this Contract.

1. Any securities submitted by Contractor in lieu of retainage as may be allowed by law, shall be deposited in an escrow account by the Town. The Town shall be listed as payee or multiple payees with Contractor on all such securities.

2. When the Work is fifty percent (50%) completed, one-half of the amount retained including any securities substituted pursuant to subsection 3.17 (B)(1) shall be paid to the Contractor upon the Contractor's request, provided the Contractor is making satisfactory progress on the Work and there is no specific cause or claim requiring a greater amount to be retained. After the construction Work is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments made under this Contract may be retained, provided the Contractor is making satisfactory progress on the Project. If, at any time, the Town determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under this Contract after the determination.

C. Payment for On-site and Off-site Stored Materials. Payment shall be made on account of Materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment may similarly be made for Materials and equipment suitably stored off the site, conditioned upon the Contractor furnishing evidence to the Town that (1) title to the Materials and equipment will pass to the Town

upon payment therefore, (2) the Materials and equipment are adequately safeguarded and insured, including during transit from the off-site location to the Project site and (3) such other matters as the Town may reasonably request in order to protect its interests. With the prior, written approval of the Town, Contractor may advance order the bulk delivery of Materials to be incorporated into the Work over the course of this Contract. Upon delivery and receipt of supplier invoice, the Town shall pay for the bulk delivery, either directly to the Contractor or to the vendor or by joint check to Contractor and vendor, and shall receive a full release for the amount paid from vendor and Contractor. Contractor agrees to assume full responsibility for the safekeeping of all such Materials and shall guarantee to the Town that such Materials shall remain safe from theft or damage from any and all causes (unless caused by the sole negligence of the Town). Contractor shall immediately replace, repair or restore said Materials to their original condition so as to not cause any delay in the Work, and Contractor shall indemnify and hold harmless the Town for, from and against any and all loss, cost, liability or expense resulting from any loss or damage to any of the Materials described herein from any cause unless due to the Town's sole negligence. Should the Town have reason to believe Contractor is not properly safeguarding any of the Materials, the Town shall have the right, but not the affirmative duty, to immediately take such steps as it deems necessary to do so, including removing Contractor from the job, replacing any Materials or expending any sums to properly carry out Contractor's responsibility hereunder, and any amounts so expended shall be billed back to Contractor or deducted from any sums then or thereafter due to Contractor. Contractor shall fully insure all Materials stored on site as required by the Town, and if such insurance is not obtained due to a lack of insurable interest, the Town shall have the right to obtain such insurance and charge the amount thereof back to Contractor or deduct said amount from any funds then or thereafter due to Contractor.

D. Title to Construction Work. The Contractor warrants that title to all Work covered by an application for payment shall pass to the Town no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment, all Work for which applications for payment have been previously issued and payments received from the Town shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, Materials and equipment relating to the Work.

E. Final Payment.

1. Final payment, consisting of the unpaid balance of the cost of the Work shall be due and payable at Final Completion and acceptance by the Town. Before issuance of final payment, the Town may request satisfactory evidence that all payrolls, Materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied.

2. Simultaneously with Contractor's request for final payment, Contractor shall submit the following items to the Town Representative:

- a. Red-line construction record drawings.
- b. Warranties.
- c. Two sets of documentation completely covering the operation and maintenance of the mechanical and electrical installation and all other equipment. The documentation shall include charts, diagrams, performance curves, catalog information, lubrication manuals, and details pertaining to the functioning of various items of equipment. The documentation shall be divided logically into "systems" on the basis of operation, without respect to trades, subcontractors or arbitrary specifications sections. The relationship of the "systems" shall be clearly and concisely detailed.
- d. Affidavit Regarding Settlement of Claims.
- e. Other items reasonably required by the Town Representative.

3. In making final payment the Town waives all claims except for:
 - a. Outstanding liens.
 - b. Improper workmanship or defective Materials.
 - c. Work not in conformance with this Contract or Work not completed.
 - d. Terms of any special warranties required by this Contract.
 - e. Delivery to Town of all warranties, operation and maintenance manuals, "AS-BUILT" record drawings and other documents as required by this Contract.
 - f. Right to audit Contractor records for a period of three years.
 - g. Claims previously made in writing and which remain unsettled.

4. Acceptance of final payment by the Contractor shall constitute a waiver of affirmative claims by the Contractor, except those previously made in writing and identified as unsettled at the time of final payment.

F. Warranty. Contractor or its assignee shall give to the Town a one-year warranty against deficiencies in material and workmanship for all Work on the Project or other such warranty as required by the Town Engineer, which warranty shall begin on the date that the Town accepts the Work as provided in this Section. Any material deficiencies in material or workmanship identified by Town staff during the one-year warranty period shall be brought to the attention of the Contractor or its assignee that provided the warranty, which shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the Town Engineer. Continuing material deficiencies in a particular portion of the Work shall be sufficient grounds for the Town to require (1) an extension of the warranty for an additional one-year period and (2) the proper repair of or the removal and reinstallation of, that portion of the Work that is subject to such continuing deficiencies. Regardless of whether the applicable warranty period has expired, the Contractor agrees to repair any damage to the Work caused by Contractor's construction activities on the Property. Nothing contained herein shall prevent the Town or Contractor from seeking recourse against any other third party for damage to the Work caused by such third party.

3.18 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Contract.

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

PART B - PERFORMANCE OF THE WORK

3.19 Project Videotape. The Contractor shall produce and provide a project videotape to the Engineer as required by MAG Supplement Section 105.5.3. All costs associated with the Project videotape produced in accordance with this Section shall be deemed incidental.

3.20 Soil and Subsurface Conditions. In addition to conformance to MAG Specifications, Section 102.4 (Examination of Plans, Special Provisions and Site Work), the Contractor shall make its own determinations as to the soil and subsurface conditions, including rock, caliche and ground water and shall complete the Work in

whatever material and under whatever conditions may be encountered or created, without extra cost to the Town pursuant to the provisions of the MAG Supplement Section 102.4.1.

3.21 Work Scheduling. Time is of the essence for this Contract. Contractor shall provide the Engineer with any requested scheduling information and a proposed schedule for performance of the Work within the Contract Time in a form acceptable to the Engineer and approved by the Engineer, in his sole and absolute discretion, providing for commencement and completion of the Work (the "Schedule"). The Schedule shall include the date for Substantial Completion of the Work. The Engineer may revise the Schedule during the course of the Work. Contractor, to induce the Town to enter into this Contract, has and does hereby agree to fully perform and complete the Work for the Contract Price within the Schedule.

3.22 Contractor's Representative. The Contractor or his authorized representative shall be present at the Work site at all times during working hours. Instructions and information provided by the Engineer to the Contractor's representative shall be considered as having been given to the Contractor, per MAG Supplement Section 105.5.2.

3.23 Prosecution of the Work. The Contractor shall prosecute the Work so that the portion of the Work completed at any point in time shall be not less than as required by the Schedule. If the delay is an Inexcusable Delay, as defined below, the Contractor shall prepare a recovery schedule for the Engineer's review and approval, showing how the Contractor will compensate for the delays and achieve Substantial Completion by the date(s) shown on the Schedule. If the Contractor is unable to demonstrate how it will overcome Inexcusable Delays, the Engineer may order the Contractor to employ such extraordinary measures as are necessary to bring the Work into conformity with the Substantial Completion date(s) set forth therein, the costs of which shall be included as part of the Cost of the Work. If the delay is an Excusable Delay, as defined below, the Engineer shall either (A) authorize an equitable extension in the Schedule to account for such delay, and equitably adjust the contract sum on account of such delay or (B) request that the Contractor prepare a recovery schedule showing how (if possible) the Contractor can achieve Substantial Completion by the applicable date shown on the Schedule, and equitably adjust the Contract Price in accordance with the provisions of this Contract on account of any extraordinary activities required of the Contractor on account of such recovery schedule.

3.24 Extensions of Time.

A. Allowable Extensions. An extension in the scheduled date of Substantial Completion will only be granted in the event of Excusable Delays affecting the Schedule for the Work. The Contractor shall be entitled to general condition costs and extra costs related to the Excusable Delay for idle labor, equipment inefficiency and lost productivity of the performance of the Work. The Contractor must submit evidence reasonably satisfactory to the Town substantiating such costs. Such adjustment to the Price and Substantial Completion date shall be issued in a Change Order or Contract amendment, as applicable.

B. Excusable Delay. To the extent any of the following events results in an actual delay in the Work, such shall constitute an "Excusable Delay" (to the extent not set forth below, a delay will be considered an "Inexcusable Delay"):

1. Delays resulting from Force Majeure.
2. Differing, unusual or concealed site conditions that could not reasonably have been anticipated by the Contractor in preparing the Schedule, including, without limitation, archaeological finds and unusual soil conditions (including rock or other geological conditions), underground foundations, abandoned utility lines and water conditions.
3. Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the Site by the Contractor.

4. Delays resulting from changes in Applicable Laws occurring after the date of execution of this Contract.

5. Delays occurring due to the acts or omissions of the Town and those within the control of the Town.

6. Delays occurring due to the acts or omissions of a utility, so long as Contractor has coordinated with the utility causing the delay and the delay occurs despite reasonable steps taken by Contractor to avoid the delay.

7. Delays resulting from weather conditions that make it unreasonable to perform the Work in accordance with the Schedule; provided, however, that Contractor's Schedule shall be deemed to include fourteen (14) days for weather delays, regardless of whether such weather delays are specifically set forth in the Schedule. Contractor shall notify the Town within 24 hours in writing of a weather related delay

8. Delays resulting from Additional Work (defined below) that cannot be performed concurrently with the Work on the Schedule.

C. Required Notice. In order to obtain an extension of time due to an Excusable Delay, the Contractor shall comply with the following requirements. The Contractor shall notify the Engineer in writing of the Excusable Delay as soon as practicable, but in no event more than seven Days after the Contractor becomes aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of Days the Contractor expects to be delayed. After the cessation of the Excusable Delay, the Contractor shall notify the Engineer of the number of Days the Contractor believes that its activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a Change Order request by the Town, the request for an extension of time contained in the resulting Change Order proposal shall be deemed sufficient for purposes of this subsection.

D. Determination. Within ten days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the parties will use good faith efforts to agree on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the parties as to the then-current status of Excusable Delays and Inexcusable Delays, the Engineer will provide the Contractor with written notice of Engineer's determination of the respective number of Days of Excusable Delay and/or Inexcusable Delay. The Engineer's determination may be issued at such time as the Engineer deems reasonable, but not later than ten Days after receipt by the Engineer of the Contractor's written request for such determination. The Contractor shall not, however, deem an issuance by the Engineer of such a determination to be a concurrence of the matters set forth in the Contractor's request. The Contractor may invoke the dispute resolution procedures set forth in Part D below with respect to such determination.

E. Concurrent Delay. To the extent the Contractor is entitled to an extension of time due to an Excusable Delay, but the performance of the Work would have been suspended, delayed or interrupted by the fault or neglect of the Contractor or by an Inexcusable Delay, the Contractor shall not be entitled to any additional costs for the period of such concurrency.

3.25 Liquidated Damages. It is expressly understood that should Contractor fail to complete the Work covered hereby within the Contract Time, the Contractor agrees to pay and shall pay to the Town upon request therefore for each calendar day of delay beyond the original or revised scheduled time of completion of Contractor's Work as liquidated damages, and not as a penalty, in the amount per day as set forth in MAG Specifications for each calendar day of delay.

A. Prior to Termination. If the Contract is not terminated, the Contractor shall continue performance and be liable to the Town for the liquidated damages until the Work is complete.

B. After Termination. In the event the Town exercises its right of termination, the Contractor shall be liable to the Town for any excess costs and, in addition, for liquidated damages until such time as the Town may reasonably obtain delivery or performance of similar Services.

3.26 Suspension by the Town for Convenience.

A. Town Determination. The Town may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Town may determine to be appropriate for its convenience.

B. Contract Adjustments. Adjustments caused by suspension, delay or interruption shall be made for increases in the applicable contract sum and/or the date(s) of Substantial Completion. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equitable adjustment.

3.27 Termination by the Town for Convenience. The Town may, upon 30 days' written notice to the Contractor, terminate this Contract, in whole or in part, for the convenience of the Town without prejudice to any right or remedy otherwise available to the Town. Upon receipt of such notice, the Contractor shall immediately discontinue all Services affected unless such notice directs otherwise. In the event of a termination for convenience of the Town, the Contractor's sole and exclusive right and remedy shall be payment for all Work performed through the date of termination. The Contractor shall not be entitled to be paid any amount as profit for unperformed Services or consideration for the Town's termination by convenience.

3.28 Termination by the Town for Cause.

A. Default; Cure. If the Contractor refuses or fails to supply sufficient properly skilled staff or proper Materials, or disregards laws, ordinances, rules, regulations, or orders of any public authority jurisdiction, or otherwise substantially violates or materially breaches any term or provision of this Contract, and such nonperformance or violation continues without cure for 15 days after the Contractor receives written notice of such nonperformance or violation from the Town, then the Town may, without prejudice to any right or remedy otherwise available to the Town, terminate this Contract.

B. Substitute Performance. Upon termination of this Contract by the Town, the Town shall be entitled to furnish or have furnished the Services to be performed hereunder by the Contractor by whatever method the Town may deem expedient. Also, in such case, the Contractor shall not be entitled to receive any further payment until completion of the Work, and the total compensation to the Contractor under this Contract shall be the amount that is equitable under the circumstances. If the Town and the Contractor are unable to agree on the amount to be paid under the foregoing sentence, the Town shall fix an amount, if any, that it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly. The Contractor may dispute the Town's assessment of the termination amount pursuant to the dispute resolution process set forth in in Part D of this Contract.

C. Contractor Insolvency. Upon the appointment of a receiver for the Contractor, or if the Contractor makes a general assignment for the benefit of creditors, the Town may terminate this Contract, without prejudice to any right or remedy otherwise available to the Town, upon giving three business days' written notice to the Contractor. If an order for relief is entered under the bankruptcy code with respect to the Contractor, the Town may terminate this Contract by giving three business days' written notice to the Contractor unless the Contractor or the trustee completes all of the following:

1. Promptly cures all breaches within such three-day period.
2. Provides adequate assurances of future performance.

3. Compensates the Town for actual pecuniary loss resulting from such breaches.
4. Assumes the obligations of the Contractor within the established time limits.

3.29 Contract Subject to Appropriation. Town is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative decision of the Town concerning budgeted purposes and appropriation of funds. Should Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of Town's obligations set forth in the Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to Town's termination of this Agreement pursuant to this section.

3.30 Additional Work, Materials and/or Overtime. Contractor expressly agrees that if overtime or additional workers or materials are necessary to meet the Schedule, that such overtime will be performed or additional workers or materials will be procured by the Contractor, and the additional expense thereof shall be borne by Contractor unless the delay requiring overtime was directly caused by the Town, in which event Contractor shall be entitled to compensation for such overtime Work. If the Town requests Contractor to perform additional Work in connection with the Project ("Additional Work"), Contractor shall charge the Town a negotiated fixed amount for the Additional Work. In the event a fixed amount cannot be negotiated, Contractor shall invoice the Town on a time and materials basis for the Additional Work at the unit prices set forth in the price sheet.

3.31 No Damage for Delay or Additional Work by the Town. Contractor shall adjust its operations to conform to any progress schedule changes and hereby waives and releases the Town from any liability for damages or expenses that may be caused to or sustained by Contractor by reason of such changes or by reason of delays in the Work, whether caused in whole or in part by conduct on the part of the Town, including without limitation, any breach of this Contract or delays by other contractors or Subcontractors. Contractor's exclusive remedy in event of delay or Additional Work by the Town shall be an extension of time hereunder to complete the Work.

3.32 Risk of Loss. Contractor shall assume the risk of loss occasioned by fire, theft or other damage to Materials, machinery, apparatus, tools and equipment relating to the Work prior to actual installation in final place on the Project and acceptance by the Town. Contractor shall be responsible for damage to the Materials, machinery, apparatus, tools, equipment and property of the Town and other contractors resulting from the acts or omissions of its Subcontractors, employees, agents, representatives Subcontractors, and for payment of the full costs of repair or replacement of any said damage.

3.33 Protection of Finished or Partially Finished Work. The Contractor shall properly guard and protect all finished or partially finished Work and shall be responsible for the same until the entire Contract is completed and accepted by the Engineer. The Contractor shall turn over the entire Work in full accordance with this Contract before final settlement shall be made.

3.34 Character and Status of Workers. Only skilled foremen and workers shall be employed on portions of the Work requiring special qualifications. When required by the Engineer, the Contractor shall

discharge any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent or otherwise objectionable. The Contractor shall indemnify and hold harmless the Town from and against damages or claims for compensation that may occur in the enforcement of this Section. The Contractor shall be responsible for ensuring the legal working status of its employees and its Subcontractor's employees. The Contractor agrees that once assigned to Work under this Contract, key personnel shall not be removed or replaced without written notice to the Town. If key personnel are not available for Work under this Contract for a continuous period exceeding 30 Days, or are expected to devote substantially less effort to the Work than initially anticipated, the Contractor shall immediately notify the Town and shall, subject to the concurrence of the Town, replace such personnel with personnel of substantially equal ability and qualifications.

3.35 Work Methods. The methods, equipment and appliances used on the Work shall be such as will produce a satisfactory quality of Work, and shall be adequate to complete the Contract within the Contract Time. Except as is otherwise specified in this Contract, the Contractor's procedure and methods of construction may, in general, be of its own choosing, provided such methods (A) follow best general practice and (B) are calculated to secure results which will satisfy the requirements of this Contract. The Work covered by this Contract shall be carefully laid out in advance and performed in a manner to minimize interference with normal operation and utilization of the Town's right-of-way. The Contractor shall exercise caution during the course of this Work to avoid damage to all known existing or possible unknown existing underground utilities. It shall conduct its operations in such a manner as to avoid injury to its personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.

3.36 Safety Fencing Requirement for Trenches and Excavations. The Contractor shall provide safety construction fencing around all open trenches and excavations during all non-working hours. In addition, the Contractor shall provide safety fencing around the Project site during working hours in order to ensure public safety. The Contractor shall provide for the safety and welfare of the general public by adequately fencing all excavations and trenches that are permitted by the Engineer to remain open when construction is not in progress. Fencing shall be securely anchored to approved steel posts located not less than six feet on center, having a minimum height of six feet, and shall consist of wire mesh fabric of sufficient weight and rigidity to adequately span a maximum supporting post separation of six feet. The fencing, when installed about the periphery of excavations and trenches, shall form an effective barrier against intrusion by the general public into areas of construction. The Contractor, at all times when construction is not in progress, shall be responsible for maintaining the fencing in good repair, and upon notification by the Engineer, shall take immediate action to rectify any deficiency. Prior to the start of any excavation or trenching required for the execution of the proposed Work, the Contractor shall submit to the Engineer for approval, detailed plans showing types of materials and methods of fabrication for the protective fencing. There will be no separate measurement or payment for furnishing, installing, or maintaining protective fencing. The cost shall be considered incidental to the cost of any other structures for which trenching is necessary.

3.37 Plans and Shop Drawings, Samples and Substitution of Materials. All submittals shall conform to MAG Specifications, Section 105.2 (Plans and Drawings) as modified by the MAG Supplement. Contractor shall furnish, within three business days following request therefore by the Town, detailed drawings of the Work, samples of Materials and other submittals required for the performance or coordination of the Work. Substitutions shall be equal or superior to Materials specified in the Contract Documents, shall be clearly identified on submittals as "proposed substitutions" and shall be approved by the Town in accordance with Section 2.4 above. Contractor shall be fully responsible for the adequacy, completeness and promptness of all such submittals. Materials shall not be furnished to the jobsite unless same is in strict compliance with the Specifications or otherwise approved in writing by the Town. Approval by the Town shall not relieve Contractor of full responsibility for compliance with scope, intent and performance in accordance with this Contract.

3.38 Utilities.

A. Cooperation. The Contractor shall comply with the requirements of MAG Specifications 105.6, as modified by the MAG Supplement.

B. Utilities Shown on the Plans.

1. Regardless of what utilities are shown on the plans, it shall be Contractor's responsibility to verify these locations and any additional lines which may exist through consulting with the Town, utility companies and "Blue Stake."

2. Existing utilities are indicated on Project plans in accordance with the best information available. Contractor shall notify all owners of utilities when its Work is in progress and shall make such arrangements as are necessary to make any emergency repair to any utility, in a manner satisfactory to the Town of a damaged utility line, including individual or house service utility lines.

3. No extra compensation will be made for the repair of any individual or house service utility or utility lines damaged by Contractor's labor forces or equipment, nor for any damage incurred through neglect or failure to provide protective barriers, lights and other devices or means required to protect such existing utilities.

4. Contractor shall expose all sanitary and storm sewers, water, gas, electric, telephone utility lines, and other underground structures that might interfere with the Work, in order to permit survey location prior to construction.

5. Contractor shall assume full responsibility for damages to any underground facility/utility properly shown on the Plans or properly located by the Utility owner, as a result of failing to obtain information as to its location, failing to excavate in a careful and prudent manner (as defined in MAG Specifications), or failing to take measures for protection of the facilities/utilities. The Contractor is liable to the owner of the underground facility/utility for the total cost of the repair.

C. Utilities Not Shown on the Plans.

1. If utility lines are encountered that are not shown on the plans, and not located, or incorrectly located by the utility owner, other than individual or house service utility lines, and these lines are damaged or work is required to clear same, then MAG Specifications, Section 109.8 and ARIZ. REV. STAT. § 40-360.21 et seq. shall apply.

2. The work necessary for the raising, lowering, or relocating of any such utility shall be at the utility owner's expense. The necessary Work may be done by the utility owner or by Contractor, or as a collaborative effort, at the option of the utility owner. All Work shall be in accordance with the standards of the Town and the utility owner.

3. In most cases, individual or house service utility lines are not shown on the Plans. It shall be Contractor's responsibility to locate and protect these individual or house services. If, due to Contractor's operations, any of these lines are damaged, it shall repair or replace these lines in a manner satisfactory to the owner of the utility at no extra cost to the Town. In addition, the cost of location, protection, and working around these individual or house service utility lines shall be included in Contractor's bid for the Work under this Contract.

3.39 Sampling and Testing. Sampling and testing shall conform to the requirements of the MAG Specifications, Section 106, as modified by the MAG Supplement. The Contractor shall obtain an independent laboratory or testing company and pay all costs of testing required by the Contract Documents, including testing

required by MAG, the Specifications, the Town and other jurisdictional bodies. A copy of all test results shall be furnished to the Engineer in a summary report submitted at the subsequent construction progress meeting (time and date to be set upon Contract award) for tests performed. At Substantial Completion, the Contractor shall submit a final test report containing all test results which certifies the Work complies with the Specifications. This report shall be sealed by a professional engineer registered in the State of Arizona who was responsible for overseeing the testing and sampling.

3.40 Cooperation between Contractors. The Contractor shall comply with the requirements of MAG Specifications, Section 105.7, as modified by the MAG Supplement.

3.41 Outdoor Construction Time Restrictions.

- A. Concrete work. From April 15 to October 15, inclusive, concrete may be poured each day between the hours of 5:00 a.m. and 7:00 p.m. or at the other times as authorized by permit. From October 16 to April 14, inclusive, concrete may be poured each day between the hours of 6:00 a.m. to 7:00 p.m. or at the times as authorized by permit.
- B. Other type construction (residential zones). From April 15 to October 15, inclusive, all other construction or repair work shall not begin prior to 6:00 a.m. and must stop by 7:00 p.m. in, or within 500 feet of a residential zone or at the other times as authorized by permit. From October 16 to April 14, inclusive, all other construction or repair work shall not begin prior to 7:00 a.m. and must be stopped by 7:00 p.m. each day in, or within 500 feet of a residential zone or at the other times as authorized by permit.
- C. Other type of construction (commercial and industrial zones). Construction and repair work in commercial and industrial zones, not within 500 feet of a residential zone, shall not begin prior to 5:00 a.m. and must stop by 7:00 p.m. or at the other times as authorized by permit.
- D. Weekends and holidays excluded. Notwithstanding anything to the contrary herein, construction or repair work shall not begin prior to 7:00 a.m. and must stop by 7:00 p.m. and concrete pouring should not begin prior to 6:00 a.m. and must stop by 7:00 p.m. on any Saturday, Sunday or state or federal holiday, unless the other times are authorized by permit.

3.42 Construction Survey. Construction survey and as-built record drawings shall conform to the requirements of the MAG Specifications, Section 105.8 (Construction Stakes, Lines and Grades), as modified by the MAG Supplement. Contractor shall provide and pay for all building layout staking, including elevations and all other Project staking. Replacement of construction stakes that have been knocked out due to Contractor's Work or lack of Work, weather conditions, traffic, vandalism or utility contractors will be done at Contractor's expense.

3.43 Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the Engineer. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments or lot corners moved or destroyed during construction at no expense to the Town. Contractor and its sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Town elects to replace survey benchmarks using its own forces.

3.44 Stockpile of Materials.

A. Engineer Approval. The Contractor may, if approved by the Engineer, place or stockpile Materials in the public right-of-way provided such Materials do not prevent access to adjacent properties or

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prevent compliance with traffic regulations. An encroachment permit shall be required. Any applicable cost shall be paid by the Contractor and shall be presumed to be part of the Contractor's bid.

B. No Traffic Interference. Traffic shall not be required to travel over stockpiled Materials and proper dust control shall be maintained.

3.45 Excess Materials. When excavations are made, resultant loose earth shall be (A) utilized for filling by compacting in place or (B) disposed of off-site. Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete excavated from the right-of-way shall be removed from the Project Site and disposed of by the Contractor. Waste material shall not be placed on private property without express permission of the property owner. The Contractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, Contractor shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish and cleaning all stains, spots, marks, dirt, smears or other blemishes. When the Work premises are turned over to the Town, they shall be thoroughly clean and ready for immediate use. Clean-up shall include removal of all excess pointing mortar materials within pipes and removal of oversized rocks and boulders left after finish grading. The Contractor shall provide for the legal disposal of all waste products and debris and shall make necessary arrangements for such disposal.

3.46 Dust Control and Water. Contractor shall implement dust control measures in accordance with MAG Specifications, Section 104.1, and the MAG Supplement. Installation and removal of fire hydrant meters should be scheduled at least three business days in advance through the Town of Florence. Watering shall conform to the provisions of MAG Specifications, Section 225. A deposit and installation fee in amounts set forth in the Town of Florence's fee schedule is required for each meter. The cost of the water is at the prevailing rate.

3.47 Storm Water. Contractor shall obtain all local, county, state and federal storm water permits.

3.48 Temporary Sanitary Facilities. The Contractor shall provide ample toilet facilities with proper enclosures for the use of workers employed on the Work site. Toilet facilities shall be installed and maintained in conformity with all applicable State and local laws, codes, regulations and ordinances and shall be properly lit and ventilated, and kept clean at all times. Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

3.49 Electric Power, Water and Telephone. Unless otherwise specified, the Contractor shall make its own arrangements for electric power, water and telephone as needed. Subject to the convenience of the utility, it may be permitted to connect to existing facilities where available, but Contractor shall meter and bear the cost of such power or water, and installation and disconnect of such power, water and telephone services.

3.50 Energized Aerial Electrical Power Lines. Utility companies may maintain energized aerial electrical power lines in the immediate vicinity of this Project. Contractor shall not presume any such lines to be insulated. Construction personnel working in proximity to these lines may be exposed to an extreme hazard from electrical shock. Contractor shall ensure that its employees and all other construction personnel working on this Project are warned of the danger and instructed to take adequate protective measures, including maintaining a minimum ten feet of clearance between the lines and all construction equipment and personnel. (see: OSHA Std. 1926.550 (a) 15, as amended). As an additional safety precaution, Contractor shall call the affected utility companies to arrange, if possible, to have these lines de-energized or relocated when the Work reaches their immediate vicinity. The cost of such temporary arrangements shall be borne by the Contractor. Contractor shall account for the time necessary to cause such utility disconnection in the preparation of its Bid. Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this Project. These power lines represent an extreme hazard of electrical shock to any construction personnel or equipment coming in contact with them. Arizona law requires all parties planning excavations in public rights-of-way to contact all utility firms for locations of their underground facilities. Contractor shall ensure that its employees and

all other personnel working near any underground power lines must be warned to take adequate protective measure. (see: OSHA Std. 1926-651 (A), as amended).

3.51 Site Clean Up. Contractor shall at all times, but not less than daily unless otherwise agreed by Town Representative, keep the premises on which the Work is being performed clean and free from accumulation of any waste materials, trash, debris and excess dirt, and at all times shall remove Contractor's implements, machinery, tools, apparatus and equipment from the jobsite when not needed on the jobsite. Should the Town Representative find it necessary in his/her opinion to employ help to clean up, remove or store any of the foregoing due to failure of Contractor to do so, the expense thereof shall be charged to Contractor. Verbal notice from the Town Representative on clean-up or removal is considered adequate notice hereunder, and failure to conform with his/her request within 24 hours thereof will be construed as a breach of this Contract by the Contractor and such charges will be made against Contractor's account as are necessary to accomplish the clean-up or removal. The cost of cleanup, removal or storage by the Town, if not deducted by the Town from monies due Contractor, shall be paid by Contractor within five business days of written demand by the Town.

3.52 Use of the Site. Contractor shall at all times comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention and safety equipment and practices, including any accident prevention and safety program of the Town; provided, however, that the Town shall not be required to impose any safety requirements or administer any such programs and the review or requirement of any safety plan by the Town shall not be deemed to release Contractor or in any way diminish its liability, by way of indemnity or otherwise, as assumed by it under this Contract. Contractor shall conduct inspections regularly to determine that safe working conditions and equipment exist and accepts sole responsibility for providing a safe place to Work for its employees and employees of its Subcontractors, laborers, suppliers of material and equipment and any other person visiting the Site, for adequacy of and required use of all safety equipment and for compliance herewith. When so ordered, Contractor shall stop any part of the Work that the Town deems unsafe until corrective measures satisfactory to the Town have been taken. Should Contractor neglect to adopt such corrective measures, the Town may do so and deduct the cost from payments due Contractor. Contractor shall timely submit copies of all accident or injury reports to the Town.

3.53 Public Information and Notification. The Contractor shall submit a public information and notification plan for this Project (the "Notification Plan") to the Town Representative at the first pre-construction meeting held prior to start of construction. The Notification Plan shall include, at a minimum, the items set forth in this Section 3.53; provided, however, that the Engineer may waive any portion of the requirements of this Section upon a written determination that the Project scope does not warrant such notification. Contractor shall provide Project information to affected residents and homeowners' associations prior to and throughout the Project's duration. The Contractor shall use the Notification Plan to inform the local citizens, businesses and Town officials, not less than five business days in advance, of (A) necessary operations that create high noise levels, (B) street closures, (C) detour locations, (D) haul routes and material delivery routes and (E) disruption of bus routes, mail routes and other delivery/pick-up routes.

A. Neighborhood Notification. Prior to the start of any Work on the Project, the Contractor shall distribute a preliminary "Dear Neighbor" letter (8-1/2" x 11"), as submitted to and subject to the approval of the Engineer, to all businesses, property owners and residents within 300 feet of any portion of this Project. This "Dear Neighbor" letter shall include, at a minimum, the following information:

1. Contractor's name, business telephone number and the 24-hour "Hot Line" telephone number for this Project.
2. Name of Contractor's Project Manager.
3. Name of Contractor's Project Superintendent.

4. Brief description of the Project.
5. Construction schedule, including anticipated Work hours.
6. Anticipated lane restrictions, including the expected duration thereof.
7. Name of Town's Project Manager.
8. Name of the Engineer.

The Town Manager or authorized designee shall provide the Contractor with a distribution list for this "Dear Neighbor" letter. Contractor shall (1) ensure that the letter is distributed to all persons and businesses indicated on the list provided by the Town Manager or authorized designee and (2) provide the Town Manager or authorized designee with a copy of the letter sent and sufficient proof of mailing. Subsequent to delivery of the "Dear Neighbor" letter, the Contractor shall distribute bi-monthly construction progress updates, including construction schedule and any additional information the Engineer deems important as a result of construction activities, to all persons and businesses included on the aforementioned distribution list. At the request of the Town Manager or authorized designee, Contractor may be required to distribute additional public notifications. At the end of construction a final "Dear Neighbor" letter shall be distributed to the persons and businesses on the aforementioned distribution list highlighting the Contractor's and the Town's appreciation for their patience during construction of the Project.

B. 24-Hour Project Hotline. The Contractor shall be required to furnish a private 24-hour telephone line to be used solely for receiving incoming calls from local citizens or businesses with questions or complaints concerning Project construction operations or procedures (the "Hotline"). The Contractor shall include this Hotline telephone number on all public information distributed throughout the duration of the Project. Contractor shall ensure that Contractor personnel man the Hotline during all hours that there is any Work being performed on this Project; the Hotline shall be answered by a live answering service during all other hours. The Contractor shall maintain a log of incoming calls, responses and action taken that shall be submitted to the Engineer weekly and upon request.

C. Public Meetings. The Contractor shall attend such public meetings as deemed necessary by the Town Manager or authorized designee.

D. Press Releases. The Contractor shall, at the request of the Engineer, prepare press releases regarding the Project.

E. Payment for Public Notification. The Town will pay, based on time and materials invoices, an amount not to exceed the amount designated in the Price Sheet and entitled COMMUNITY RELATIONS, for Work performed in accordance with the Notification Plan. Work that is eligible for reimbursement includes: the "Dear Neighbor" letters; bi-monthly progress reports; meetings with impacted businesses, residents, schools, churches or other groups; scheduling newsletter when necessary (at least monthly); temporary signs for local access; and maintaining the Hotline. No payment will be made under this item for any calendar day during which there are substantial deficiencies in compliance, as determined by the Engineer. The Contractor shall submit a final report/evaluation of its Notification Plan process performed for this Project. The report shall be submitted before the Contractor receives final payment.

PART C - MISCELLANEOUS

3.54 Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in Maricopa County, Arizona.

3.55 Conflict of Interest. This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Contract without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract

on behalf of the Town or any of its departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

3.56 Contract Amendments. This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor; provided, however, that Change Orders may be issued and approved administratively by the Town when such changes do not alter the Contract Price.

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

3.58 Severability. The provisions of this Contract are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

3.59 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work and the specifications, plans/construction drawings as set forth in Section 2.1 above and Exhibit A. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Agreement.

3.60 Entire Agreement; Interpretation-Parol Evidence. This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

3.61 Assignment; Delegation. No right or interest in this Contract shall be assigned or delegated by Contractor without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Contract by Contractor.

3.62 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the Materials, Services or construction specified herein without the prior, written approval of the Town. The Contractor is responsible for performance under this Contract whether or not Subcontractors are used.

3.63 Rights and Remedies. No provision in this Contract shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the Town to insist upon the strict performance of any

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term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the Town's acceptance of and payment for Materials or Services, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Contract.

3.64 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

3.65 Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Florence
775 North Main Street, P.O. Box 2670
Florence, Arizona 85132
Attn: Charles A. Montoya, Town Manager

With copy to: Town of Florence
775 North Main Street, P.O. Box 2670
Florence, Arizona 85132
Attn: James Mannato

If to Contractor: _____

Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.66 Overcharges by Antitrust Violations. The Town maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Town any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

3.67 Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent

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by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in accordance with Section 3.65, of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure shall not include the following occurrences:

A. Late Delivery. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.

B. Late Performance. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Section 3.67. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party in accordance with Section 3.65 and shall make a specific reference to this Section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

3.68 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Contract. Persons requesting such information should be referred to the Town. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Contract.

3.69 Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under Section 3.70 below, Contractor's and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or Services pursuant to this Contract (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of Work under this Contract and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 3.70 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the Town to Contractor pursuant to this Contract. Contractor and its Subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its Subcontractors reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Contract.

3.70 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its Subcontractors warrant compliance with all Federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A).

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Contractor's or its Subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the Town.

3.71 Right to Inspect Plant. The Town may, at reasonable times, inspect the part of the plant or place of business of the Contractor or Subcontractor that is related to the performance of this Contract.

3.72 Warranties. Contractor warrants to the Town that all Materials and equipment furnished shall be new unless otherwise specified and agreed by the Town and that all Work shall be of first class quality, free from faults and defects and in conformance with the Contract. If at any time within one year following the date of Final Completion and acceptance of the entire Project (or such longer period as may be provided under warranties for equipment or Materials): (A) any part of the Materials furnished in connection with the Work shall be or become defective due to defects in either labor or Materials, or both, or (B) Contractor's Work or Materials, or both, are or were not in conformance with original or amended Plans and Specifications, or supplementary shop drawings, then the Contractor shall upon written notice from the Town immediately replace or repair such defective or non-conforming Material or workmanship at no cost to the Town. Contractor further agrees to execute any special guarantees as provided by the Contract or required by law. Contractor shall require similar guarantees from all vendors and from all its Subcontractors. Contractor further agrees, upon written demand of the Town and during the course of construction, to immediately re-execute, repair or replace any Work that fails to conform to the requirements of the Contract, whether caused by faulty Materials or workmanship, or both. In the event Contractor shall fail or refuse to make such change upon the Town's written demand, the Town shall have the right to have such Work re-executed, repaired or replaced, to withhold from or back charge to Contractor all costs incurred thereby.

3.73 Inspection. All Materials and/or Services are subject to final inspection and acceptance by the Town. Materials and/or Services failing to conform to the Specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the Work immediately; or (C) bring material or service into compliance and withhold the cost of same from any payments due to the Contractor.

3.74 No Replacement of Defective Tender. Every tender of Materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

3.75 Shipment Under Reservation Prohibited. Contractor is not authorized to ship Materials under reservation and no tender of a bill of lading will operate as a tender of the Materials.

3.76 Liens. All Materials, Service or construction shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

3.77 Licenses. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. A Class A General Engineering contractor's license shall be required to perform the work.

3.78 Patents and Copyrights. All Services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this Contract are the property of the Town and shall not be used or released by the Contractor or any other person except with the prior written permission of the Town.

3.79 Preparation of Specifications by Persons other than Town Personnel. All Specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in

satisfying the Town's needs. No person preparing Specifications shall receive any direct or indirect benefit from the utilization of Specifications, other than fees paid for the preparation of Specifications.

3.80 Advertising. Contractor shall not advertise or publish information concerning this Contract without prior, written consent of the Town.

3.81 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Contract, the IFB, the Scope of Work, any Town-approved Purchase Order, the Price Sheet, any Town-approved Work Orders, invoices and the Contractor's response to the IFB, the documents shall govern in the order listed herein.

PART D - ALTERNATIVE DISPUTE RESOLUTION

3.82 Scope. Notwithstanding anything to the contrary provided elsewhere in the Contract Documents, except for subsection 3.85(G) below, the alternative dispute resolution ("ADR") process provided for herein shall be the exclusive means for resolution of claims or disputes arising under, relating to or touching upon the Contract, the interpretation thereof or the performance or breach by any party thereto, including but not limited to original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.

3.83 Neutral Evaluator, Arbitrators. The Town will select a Neutral Evaluator to serve as set forth in this ADR process, subject to the Contractor's approval, which approval shall not be unreasonably withheld. In the event that the Town and the Contractor are unable to agree upon a Neutral Evaluator, the neutral evaluation process shall be eliminated and the parties shall proceed with the binding arbitration process set forth in Section 3.85 below. The Town and Contractor shall each select an arbitrator to serve as set forth in this ADR process. Each arbitrator selected shall be a member of the State Bar of the State of Arizona and shall have experience in the field of construction law. None of the arbitrators nor any of the arbitrator's firms shall have presently, or in the past, represented any party to the arbitration.

3.84 Neutral Evaluation Process. If the parties have been unable to resolve the disputes after discussions and partnering, but the parties have agreed to a Neutral Evaluator, the following neutral evaluation process shall be used to resolve any such dispute.

A. Notification of Dispute. The Town through its Engineer shall notify the Neutral Evaluator in writing of the existence of a dispute within ten days of the Town or the Contractor declaring need to commence the neutral evaluation process.

B. Non-Binding Informal Hearing. The Neutral Evaluator shall schedule a non-binding informal hearing of the matter to be held within seven calendar days from receipt of notification of the existence of a dispute. The Neutral Evaluator may conduct the hearing in such manner as he deems appropriate and shall notify each party of the hearing and of its opportunity to present evidence it believes will resolve the dispute. Each party to the dispute shall be notified by the Neutral Evaluator that the party shall submit a written outline of the issues and evidence intended to be introduced at the hearing and the proposed resolution of the dispute to the Neutral Evaluator before the hearing commences. Arbitrators shall not participate in such informal hearing or proceedings process. The Neutral Evaluator is not bound by the rules of evidence when admitting evidence in the hearing and may limit the length of the hearing, the number of witnesses or any evidence introduced to the extent deemed relevant and efficient.

C. Non-Binding Decision. The Neutral Evaluator shall render a non-binding written decision as soon as possible, but not later than five calendar days after the hearing.

3.85 Binding Arbitration Procedure. The following binding arbitration procedure, except as provided in subsection 3.85(G) below, shall serve as the exclusive method to resolve a dispute if (A) the parties cannot agree to a Neutral Evaluator as set forth in Section 3.83 above or (B) any party chooses not to accept the decision of the Neutral Evaluator. The party requesting binding arbitration shall notify the Neutral Evaluator of a request for arbitration in writing within three business days' of receipt of the Neutral Evaluator's decision. If the Contractor requests arbitration or if Contractor rejects the Town's selection of a Neutral Evaluator, it shall post a cash bond with the Neutral Evaluator in an amount agreed upon by the parties or, in the event of no agreement, the Neutral Evaluator shall establish the amount of the cash bond to defray the cost of the arbitration as set forth in subsection 3.85(M) and the proceeds from the bond shall be allocated in accordance with subsection 3.85(M) by the Arbitration Panel.

A. Arbitration Panel. The Arbitration Panel shall consist of three arbitrators: the Town's appointed arbitrator, the Contractor's appointed arbitrator and a third arbitrator (or "Neutral Arbitrator") who shall be selected by the parties' arbitrators as set forth in subsection 3.85(B) If more than one consultant or contractor is involved in a dispute, the consultants and/or contractors shall agree on an appointee to serve as arbitrator. The Neutral Evaluator shall not participate in the proceedings.

B. Selection of Neutral Arbitrator. The parties' arbitrators shall choose the Neutral Arbitrator within five business days of receipt of notification of a dispute from the Neutral Evaluator. The Neutral Arbitrator shall have the same qualifications as those of the arbitrators set forth in subsection 3.83. In the event that the selected arbitrators cannot agree on the Neutral Arbitrator as set forth above, the Neutral Arbitrator shall be the Default Neutral Arbitrator, a person or entity jointly selected by the Town and the Contractor. If the Town and the Contractor cannot agree on a Default Neutral Arbitrator, the Town and the Contractor shall each submit two names to an appropriate judge who shall select one person.

C. Expedited Hearing. The parties have structured this procedure with the goal of providing for the prompt, efficient and final resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Neutral Evaluator to set an expedited hearing. If the Neutral Evaluator determines that the circumstances justify it, the Neutral Evaluator shall contact the selected Arbitration Panel and arrange for scheduling of the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical but in no event later than 20 calendar days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitration Panel upon a showing of emergency circumstances.

D. Procedure. The Arbitration Panel will select a Chairman and will conduct the hearing in such a manner that will resolve disputes in a prompt, cost efficient manner giving regard to the rights of all parties. Each party shall supply to the Arbitration Panel a written pre-hearing statement which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitration Panel shall review and consider the Neutral Evaluator decision, if any. The Chairman shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with deadlines provided herein and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of any materials or information for which a privilege is recognized by Arizona law. The Chairman upon proper application shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to confirm such orders of the Chairman.

E. Hearing Days. In order to effectuate parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.

F. Award. The Arbitration Panel shall, within ten calendar days from the conclusion of any hearing, by majority vote issue its award. The award shall include an allocation of fees and costs pursuant to subsection 3.85(M) herein. The award is to be rendered in accordance with this Contract and the laws of the State of Arizona.

G. Scope of Award. The Arbitration Panel shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitration Panel shall be without any authority to issue an award against any individual party in excess of twenty percent (20%) of the original Contract amount, but in no event shall any award exceed \$2,000,000, exclusive of interest, arbitration fees, costs and attorneys' fees. If an award is made against any individual party in excess of \$100,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and a statement as to how damages were calculated. Any claim in excess of twenty percent (20%) of the original Contract amount or in excess \$2,000,000 shall be subject to the jurisdiction of the Superior Court of Arizona, Maricopa County. Any party can contest the validity of the amount claimed if an action is filed in the Superior Court.

H. Jurisdiction. The Arbitration Panel shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.

I. Entry of Judgment. Any party can make application to the Maricopa County Superior Court for confirmation of an award, and for entry of judgment on it.

J. Severance and Joinder. To reduce the possibility of inconsistent adjudications: (1) the Neutral Evaluator or the Arbitration Panel may, at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and (2) the Neutral Evaluator, on his own authority, or the Arbitration Panel may, on its own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes, provided, however, that the Contractor, Architect/Engineer and Project professionals shall not be joined as a party to any claim made by a Contractor. Nothing herein shall create the right by any party to assert claims against another party not germane to the Contract or not recognized under the substantive law applicable to the dispute. Neither the Neutral Evaluator nor the Arbitration Panel are authorized to join to the proceeding parties not in privity with the Town. Contractor cannot be joined to any pending arbitration proceeding, without Contractor's express written consent, unless Contractor is given the opportunity to participate in the selection of the non-Town appointed arbitrator.

K. Appeal. Any party may appeal (1) errors of law by the Arbitration Panel if, but only if, the errors arise in an award in excess of \$100,000, (2) the exercise by the Chairman or Arbitration Panel of any powers contrary to or inconsistent with the Contract or (3) on the basis of any of the grounds provided in ARIZ. REV. STAT. § 12-1512, as amended. Appeals shall be to the Maricopa County Superior Court within 15 calendar days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this Section, but not to conduct a trial, entertain the introduction of new evidence or conduct a hearing de novo.

L. Uniform Arbitration Act. Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as codified in Arizona in ARIZ. REV. STAT. § 12-1501, *et seq.*

M. Fees and Costs. Each party shall bear its own fees and costs in connection with any informal hearing before the Neutral Evaluator. All fees and costs associated with any arbitration before the Arbitration Panel, including without limitation the Arbitration Panelists' fee, and the prevailing party's reasonable attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for

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herein. In no event shall any Arbitrator's hourly fees be awarded in an amount in excess of \$200 per hour and (1) costs shall not include any travel expenses in excess of mileage at the rate paid by the Town, not to exceed a one way trip of 150 miles, and (2) all travel expenses, including meals, shall be reimbursed pursuant to the travel policy of the Town in effect at the time of the hearing. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitration Panel. Fees for the Neutral Evaluator shall be divided evenly between the Town and the Contractor.

N. Confidentiality. Any proceeding initiated under ADR shall be deemed confidential to the maximum extent allowed by Arizona law and no party shall, except for disclosures to a party's attorneys or accountants, make any disclosure related to the disputed matter or to the outcome of any proceeding except to the extent required by law, or to seek interim equitable relief, or to enforce an agreement reached by the parties or an award made hereunder.

O. Equitable Litigation. Notwithstanding any other provision of ADR to the contrary, any party can petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to the Program pending resolution of a dispute pursuant to ADR provided herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order entered by the Arbitration Panel. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.

P. Change Order. Any award in favor of the Contractor against the Town or in favor of the Town against the Contractor shall be reduced to a Change Order and executed by the parties in accordance with the award and the provisions of this Contract.

Q. Merger and Bar. Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of the Contract performance period which reasonably should or could have been brought against any party that was or could have been brought into this ADR process, with respect to the subject claim. The Arbitration Panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any party regarding which claim or claims recovery has been sought or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error, or omission.

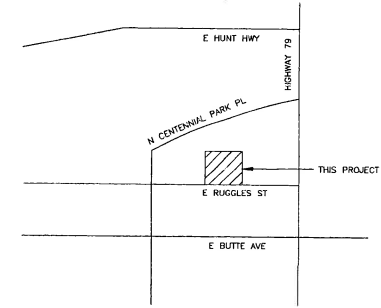
R. Inclusion in Other Contracts. The Contractor shall cooperate with the Town in efforts to include this ADR provision in all other Project contracts. Subject to Contractor's reasonable agreement, the Contractor agrees that any modification to this ADR provision that is included in the construction or other contracts shall also apply to the Contractor. It is the intent of the parties that any changes to this ADR provision in later contracts will be evolutionary and designed to incorporate the terms of this ADR provision without material changes to the substance or procedure of this ADR provision.

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EXHIBIT A
TO
INVITATION FOR BIDS NO. POC-23 Heritage Park Ball Field Lighting Project

[Specifications, Plans/Construction Drawings]

HERITAGE PARK BALLFIELD LIGHTING FLORENCE, ARIZONA



VICINITY MAP
NO SCALE

WRIGHT ENGINEERING
PROJECT NO:
14192
DESIGN BY: CMT
DRAWN BY: KES
CHECKED BY: RSW

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
105 S. CENTENNIAL AVENUE, SUITE 100
FLORENCE, ARIZONA 85125
PHONE: 480-973-5839 FAX: 480-973-3807
www.wrighteng.com

PROJECT: _____ TITLE: _____

FLORENCE, ARIZONA
HERITAGE PARK
BALL FIELD LIGHTING
ELECTRICAL COVER SHEET

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	10/27/11	10% SUBMITTAL
2	11/07/11	20% SUBMITTAL



DRAWING NO:
SE-1
OF 4

ARIZONA BLUE STAKE
1/2" DIA. 10' MIN. LENGTH
10' MIN. SPACING
DIAL 811 or
602-281-1100
1-800-STAKE-IT
www.arizona-blue.com

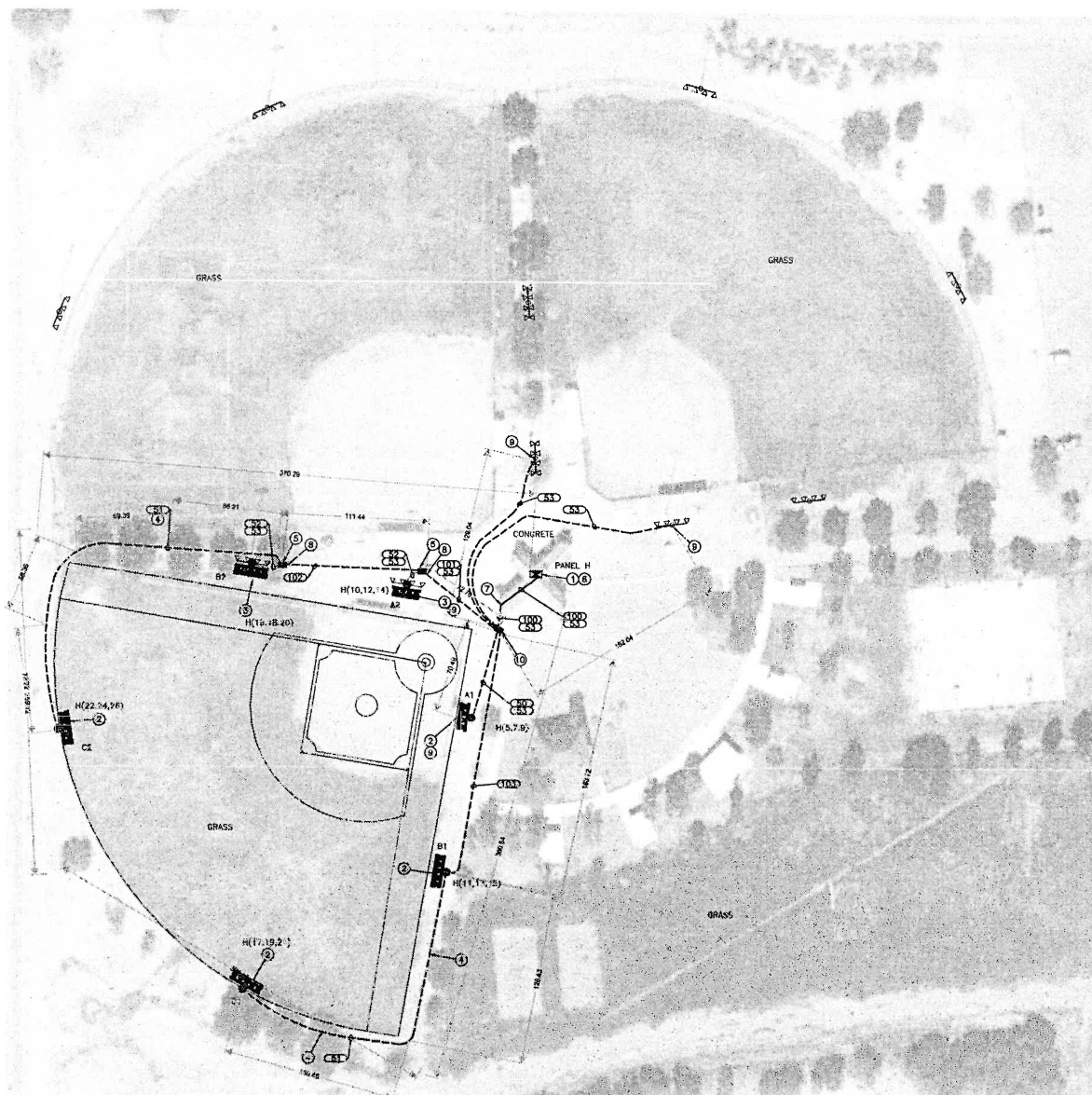
GENERAL ELECTRICAL NOTES

- ELECTRICAL WORK SHALL COMPLY WITH THE NATIONAL ELECTRIC CODE (LATEST EDITION), FEDERAL, STATE AND LOCAL JURISDICTION CODES.
- ALL WORK SHALL BE DONE IN A NEAT, WORKMANLIKE, FINISHED AND SAFE MANNER, ACCORDING TO THE LATEST PUBLISHED NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION STANDARDS OF INSTALLATION, UNDER COMPETENT SUPERVISION.
- VISIT THE SITE PRIOR TO BIDDING TO BECOME FAMILIAR WITH EXISTING CONDITIONS AND ALL OTHER FACTORS WHICH MAY AFFECT THE EXECUTION OF THIS WORK. INCLUDE ALL RELATED COSTS IN THE INITIAL BID PROPOSAL.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATIONS OF ALL EXISTING UTILITIES AND AVOIDING DAMAGE TO SAME. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO UTILITIES CAUSED AS A RESULT OF HIS WORK. CALL (602) 283-1100 FOR BLUE STAKES. IRRIGATION LINES LESS THAN 2" WILL NOT BE MARKED AND SHALL BE REPAIRED IN KIND BY THE CONTRACTOR.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING WALKS, WALLS, DRIVES, CURBS, ETC. DAMAGES SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL COST TO THE OWNER.
- PROPER PROTECTION OF THE CONSTRUCTION AREA FOR SAFETY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. COVER ALL TRENCHES AT THE END OF EACH WORK DAY. BARRICADES SHALL BE INSTALLED AS DIRECTED BY THE OWNER OR THE PROJECT INSPECTOR. THE SITE AND ALL WORK SHALL CONFORM TO OSHA REQUIREMENTS.
- ALL EXISTING LANDSCAPE, HARDSCAPE AND SPRINKLER SYSTEMS DAMAGED OR DISTURBED DURING THE CONSTRUCTION OF THIS PROJECT BY THE CONTRACTOR SHALL BE REPLACED IN KIND.
- CONTRACTOR SHALL PAY FOR PERMITS AND INSPECTIONS AS MAY BE REQUIRED AND PROVIDE A CERTIFICATE OF INSPECTION TO THE OWNER.
- PROTECT ALL MATERIAL AND EQUIPMENT INSTALLED AGAINST DAMAGE BY OTHER TRADES, WEATHER CONDITIONS OR ANY OTHER CAUSES. EQUIPMENT FOUND DAMAGED OR IN OTHER THAN NEW CONDITION WILL BE REJECTED AS DEFECTIVE. ALL COMPONENTS SHALL BE FREE OF DUST, GRIT AND FOREIGN MATERIALS, AND LEFT AS NEW BEFORE FINAL ACCEPTANCE OF WORK.
- LEAVE THE SITE CLEAN, REMOVE ALL DEBRIS, EMPTY CARTONS, TOOLS, CONDUIT, WIRE SCRAPS AND ALL MISCELLANEOUS SPARE EQUIPMENT AND MATERIALS USED IN THE WORK DURING CONSTRUCTION.
- IT IS THE OBLIGATION OF THE CONTRACTOR TO ORGANIZE HIS WORK SO THAT A COMPLETE ELECTRICAL, INSTRUMENTATION, AND/OR CONTROL SYSTEM FOR THE FACILITY WILL BE PROVIDED AND SUPPORTED BY ACCURATE SHOP AND RECORD DRAWINGS, AND ALL O & M MANUALS.
- ALL UNDERGROUND CONDUIT SHALL BE SCHEDULE 40 PVC, BURIED 24" MINIMUM BELOW FINISHED GRADE, UNLESS SPECIFICALLY NOTED OTHERWISE ON PLANS OR IN DETAILS.
- PROVIDE EMT INDOOR AND GRS OUTDOOR FOR ABOVE GROUND CONDUIT. WHERE METALLIC CONDUITS COME IN CONTACT WITH DIRT, THEY SHALL BE HALF LAP WRAPPED WITH SCOTCH 50 TAPE TO 12" AFG. FITTINGS SHALL BE STEEL, THREADED TYPE WITH INSULATED THROATS, SECURELY ATTACH ALL SURFACE MOUNTED CONDUIT EVERY 10 FEET AND WITHIN 3 FEET OF EACH JUNCTION BOX, PER NEC ARTICLE 344.30.
- MINIMUM CONDUIT SIZE SHALL BE 3/4" UNLESS SPECIFICALLY NOTED OTHERWISE ON PLANS OR IN DETAILS.
- ALL FEEDERS AND BRANCH CIRCUIT WIRE SHALL BE COPPER TYPE XHHW (75 DEGREE C) FOR BELOW GRADE INSTALLATIONS (AND CONDUIT RISERS) AND THHN/THWN (75 DEGREE C) FOR ABOVE GRADE INSTALLATIONS. MINIMUM SIZE SHALL BE #12 AWG, UNLESS SPECIFICALLY NOTED OTHERWISE ON PLANS OR IN DETAILS. ALL WIRING SHALL BE IN CONDUIT. PER MARICOPA COUNTY AMENDMENT TO NEC ARTICLE 334.10 AND 334.12, MARICOPA COUNTY DOES NOT PERMIT TYPES NM, NMC, NMS (ROMEX) CABLES IN COMMERCIAL APPLICATIONS.
- A SEPARATE GREEN INSULATED EQUIPMENT GROUNDING CONDUCTOR (BOND) SHALL BE INSTALLED WITHIN EACH RACEWAY PER NEC CODE.
- WHEN A PANEL IS SUPPLIED BY A FEEDER OR BRANCH CIRCUIT, ANY INSTALLED GROUNDED CONDUCTOR SHALL NOT BE CONNECTED TO THE EQUIPMENT GROUNDING CONDUCTOR (EGC) OR TO THE GROUNDING ELECTRODE(S) PER NEC ARTICLE 250.32(B).
- BOND ALL ENCLOSURES PER NEC ARTICLE 250.96.
- CONTRACTOR SHALL PLAN AND INSTALL WORK IN SUCH A MANNER AS TO CONFORM TO THE STRUCTURE, AVOID OBSTRUCTIONS, PRESERVE HEADROOM AND KEEP OPENINGS AND PASSAGEWAYS CLEAR.
- CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIAL, ETC. NECESSARY FOR A COMPLETE AND WORKABLE ELECTRICAL SYSTEM WHETHER OR NOT THESE ITEMS ARE SPECIFICALLY NOTED ON THESE DRAWINGS. INCIDENTAL ITEMS NOT INDICATED ON THE DRAWINGS, NOW MENTIONED IN SPECIFICATIONS THAT CAN BE LEGITIMATELY AND REASONABLY INFERRED TO BELONG TO THE WORK DESCRIBED OR BE NECESSARY IN GOOD PRACTICE TO PROVIDE A COMPLETE SYSTEM, SHALL BE FURNISHED AND INSTALLED AS THOUGH ITEMIZED HERE IN EVERY DETAIL.
- ALL TRENCHING, CONDUITS, ETC. SHALL BE ROUTED AND INSTALLED IN SUCH A MANNER THAT WILL NOT DAMAGE EXISTING FACILITIES. SHOULD DAMAGE OCCUR, IT WILL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR DAMAGE TO THE SATISFACTION OF THE OWNER OR INSPECTOR.
- ALL CONDUIT RUNS SHOWN ON THIS PLAN ARE SCHEMATIC IN NATURE. THE CONTRACTOR SHALL MAKE SURE THAT ALL CONDUIT, ETC. FALLS WITHIN THE CONSTRUCTION AREA/RIGHT OF WAY. (THIS INCLUDES MAINTAINING ALL REQUIRED CLEARANCES.)
- WHEN CROSSING PATHWAYS OR SIDEWALKS, CONTRACTOR SHALL BORE UNDER EXISTING CONCRETE WALKS AND SAWCUT ASPHALT WALKS. ASPHALT WALKS SHALL BE REPLACED IN KIND.
- CONTRACTOR SHALL GUARANTEE WORK INSTALLED UNDER THE CONTRACT TO BE FREE FROM DEFECTIVE WORKMANSHIP AND MATERIALS, USUAL WEAR EXPECTED, AND SHOULD ANY SUCH DEFECTS DEVELOP WITHIN A PERIOD OF ONE YEAR ACCEPTANCE OF THE PROJECT BY THE OWNER, THE CONTRACTOR SHALL REPAIR AND/OR REPLACE ANY DEFECTIVE ITEMS AND DAMAGE RESULTING FROM FAILURE OF THESE ITEMS, AT NO EXPENSE WHATSOEVER TO THE OWNER.
- CONTRACTOR SHALL IDENTIFY SERVICE ENTRANCE SECTION MAIN SERVICE DISCONNECT(S) WITH 3/32-INCH THICK LAMINATED PHENOLIC TYPE NAMEPLATES WITH 1/4-INCH MINIMUM HEIGHT LETTERS. NAMEPLATE TO BE BLACK MATTE FINISH SURFACE WITH WHITE LETTER ENGRAVING. ATTACH NAMEPLATE TO THE OUTSIDE PANEL FACE WITH TWO STAINLESS STEEL SELF-TAPPING SCREWS. NAMEPLATE SHALL READ "SERVICE DISCONNECT" PER NEC ARTICLE 230.70(B).
- ALL CIRCUITS SHALL BE LEGIBLY IDENTIFIED AT THE PANEL, JUNCTION BOXES AND AT ALL EQUIPMENT IN A PERMANENT MANNER (I.E. ETCHED PLATES, CONDUCTOR TAG, PERMANENT MARKER, ETC.). THE LABELING SHALL INCLUDE PANEL, CIRCUIT NUMBER, TOY AND FROM IDENTIFICATION, AND MARKED "SPARE" WHERE APPLICABLE.
- CONTRACTOR SHALL TEST ELECTRICAL SYSTEM FOR SHORT CIRCUITS AND WEGGER TEST FEEDERS AND BRANCH CIRCUIT WIRING. CONTRACTOR SHALL INSURE LOW IMPEDANCE GROUND PATH SYSTEM.
- CONTRACTOR SHALL PERFORM HIGH POTENTIAL (HIPOT) TESTING WHEN REQUIRED BY LOCAL JURISDICTION OR OWNER.
- CONTRACTOR SHALL PROVIDE A GROUND-FAULT COORDINATION STUDY AND PERFORM RECOMMENDED SETTINGS ON OVERCURRENT PROTECTION DEVICES, AS NEEDED OR WHEN REQUIRED BY LOCAL JURISDICTION OR OWNER. PROVIDE LABELS ON EQUIPMENT INDICATING SETTINGS.
- CONTRACTOR SHALL PROVIDE AN ARC-FLASH STUDY WHEN REQUIRED BY LOCAL JURISDICTION OR OWNER. PROVIDE ALL APPLICABLE LABELS ON EQUIPMENT AFTER STUDY IS COMPLETED.
- ALL CONDUIT AND J-BOXES SHOWN SHALL BE CONCEALED WHEN POSSIBLE. WHEN NOT POSSIBLE, CONDUIT AND J-BOXES MAY BE SURFACE MOUNTED WITH PERMISSION OF THE OWNER OR OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL COORDINATE ALL EQUIPMENT CONNECTIONS WITH EQUIPMENT SUPPLIER PRIOR TO ROUGH-IN. PROVIDE ADDITIONAL FUSED DISCONNECT SWITCHES AND CONTROLS IF OVERCURRENT PROTECTION OR CONTROLS IS NOT INTEGRAL WITH UNITS.
- ALL EQUIPMENT SHALL BE FUSE SIZED PER MANUFACTURERS RECOMMENDATIONS AND U.L. APPROVAL.
- ELECTRICAL DEVICES, DISCONNECT SWITCHES, ETC., SHALL BE SUPPORTED INDEPENDENT OF AND ISOLATED FROM EQUIPMENT VIBRATIONS.
- FULL LOAD AMPS (FLA) SIZES, AS NOTED IN THESE DRAWINGS, ARE BASED ON SPECIFIED EQUIPMENT DATA. CONTRACTOR SHALL VERIFY NAMEPLATE FLA OF EQUIPMENT SUPPLIED AND COORDINATE ACCORDINGLY PER EQUIPMENT SUPPLIERS RECOMMENDATIONS.
- ALL OUTDOOR ELECTRICAL EQUIPMENT SHALL BE NEMA-3R OR NEMA-4 ENCLOSURES.
- CONDUITS OR RACEWAYS ROUTED FROM INDOORS TO OUTDOORS OR AS DESCRIBED IN NEC 300.7(A), SHALL BE SEALED WITH A PLUMBABLE SEALING COMPOUND AT A CONDUIT BODY OR AT A JUNCTION BOX BEFORE THE CONDUIT ENTERS THE COLDER ENVIRONMENT.
- CONDUITS OR RACEWAYS INSTALLED IN AREAS WHERE ELEVATION CHANGES MAY CAUSE WATER OR MOISTURE TO ENTER THE ELECTRICAL EQUIPMENT THROUGH THE CONDUIT SHALL BE SEALED WITH A HERMETIC CONDUIT SEAL AT BOTH ENDS OF THE CONDUIT OR RACEWAY.
- INSTALL FIRE SEALS IN ALL CONDUITS PENETRATING THE FIRE WALL TO MAINTAIN THE FIRE RESISTANCE RATING OF THE WALL, AS REQUIRED BY NEC 300.21.
- ALL POLE LIGHTS SHALL BE PROVIDED WITH A TWO POLE FUSE HOLDER BUSSMANN #HEX OR A SINGLE POLE FUSE HOLDER BUSSMANN #HEB OR EQUAL FOR INLINE FUSING. PROVIDE 5A FUSING IN FUSEHOLDER.
- PRIOR TO POURING THE POLE BASES OR COVERING ANY ELECTRICAL CONDUITS, CONTACT THE INSPECTION DEPARTMENT 24 HOURS IN ADVANCE FOR APPROVAL.
- MATERIALS SHALL BE NEW AND OF THE BEST QUALITY WITH MANUFACTURER'S NAME PRINTED THEREON. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH NEMA, ANSI, UNDERWRITER'S LABORATORY OR OTHER APPLICABLE STANDARDS AND RATED FOR HEAVY DUTY SERVICE.
- ALL WIRING DEVICES SHALL BE SPECIFICATION GRADE. ALL 15 AND 20 AMP, 125 AND 250 VOLT, NONLOCKING RECEPTACLES INSTALLED OUTDOORS SHALL BE LISTED WEATHER-RESISTANT TYPE. ALL WEATHERPROOF WHILE IN-USE RECEPTACLE COVERS SHALL BE METAL.
- SELECTION OF MATERIALS SHALL BE IN STRICT ACCORDANCE WITH THE DRAWINGS AND/OR SPECIFICATIONS. THE USE OF MANUFACTURER'S NAME, MODEL, AND NUMBER IS INTENDED TO ESTABLISH STYLE, QUALITY, APPEARANCE, USEFULNESS AND BID PRICE. CONTRACTOR SHALL SUBMIT TO THE OWNER OR OWNER'S REPRESENTATIVE FOR REVIEW AND APPROVAL (PRIOR TO ORDERING MATERIALS) COPIES OF EQUIPMENT SHOP DRAWINGS AS FOLLOWS: 1) LIGHT FIXTURES, 2) POLES, 3) POLE BASES, 4) ELECTRICAL EQUIPMENT, 5) DISCONNECT SWITCHES, 6) TIME CLOCKS AND OTHER CONTROLS, 7) LIGHTING CONTRACTORS AND 8) PULL BOXES. AT THE TIME OF EACH SUBMITTAL, THE CONTRACTOR SHALL DEFINE AND DELINEATE IN WRITING ANY DEVIATIONS FROM THE CONTRACT DOCUMENTS. THE REVIEW WILL BE ONLY FOR CONFORMANCE WITH THE DESIGN CONCEPT OF THE WORK AND FOR COMPLIANCE WITH THE INFORMATION CONTAINED IN THE CONTRACT DOCUMENTS. THE REVIEW OF A SPECIFIED ITEM, AS SUCH, WILL NOT INDICATE REVIEW OF THE ASSEMBLY IN WHICH THE ITEM FUNCTIONS. REVIEW BY THE OWNER OR OWNER'S REPRESENTATIVE WILL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE SUBMITTALS NOR FROM HIS RESPONSIBILITY FOR COMPLYING WITH THE CONTRACT DOCUMENTS.
- THE SUBMITTALS SHALL BE NEATLY GROUPED AND ORGANIZED. PERTINENT INFORMATION SHALL BE HIGHLIGHTED, AND THE SPECIFIC PRODUCT SHALL BE IDENTIFIED. ALL SUBMITTALS SHALL BE COMPLETE AND PRESENTED IN ONE PACKAGE. THE SUBMITTAL SHALL INCLUDE A COMPLETE LIST OF THE EQUIPMENT AND MATERIALS, INCLUDING THE MANUFACTURER'S NAME, PRODUCT SPECIFICATION, DESCRIPTIVE DATA, TECHNICAL LITERATURE, PERFORMANCE CHARTS, CATALOG CUTS, INSTALLATION INSTRUCTIONS, AND SPARE PART RECOMMENDATIONS FOR EACH DIFFERENT ITEM OF THE EQUIPMENT SPECIFIED.
- ALL SPORTS LIGHTING FIXTURES SHALL BE EQUIPPED WITH AN EXTERNAL GLARE SHIELD.
- ALL FIXTURES AND CROSS ARMS SHALL BE MANUFACTURED AND FACTORY AIMED BY A SINGLE MANUFACTURER.

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LEGEND

- EXISTING 400A 277/480V 3ø 4W METERED SERVICE ENTRANCE SECTION
- NEW SPORTS LIGHTING. ## NOTE INDICATES POLE IDENTIFIER
- EXISTING SPORTS LIGHTING
- NEW UNDERGROUND CONDUIT
- NEW ABOVE GROUND CONDUIT
- EXISTING CONDUIT
- CONDUIT TAG
- CIRCUIT NUMBER
- #5 CONCRETE PULL BOX

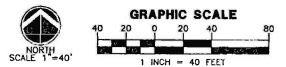
CONSTRUCTION NOTES:

- 1 EXISTING 400A 277/480V 3ø 4W METERED SERVICE ENTRANCE SECTION TO REMAIN. INSTALL NEW MUSCO BREAKERS IN EXISTING PANELS. INSTALL NEW MUSCO CONTROL ENCLOSURES ON FREE WALL SPACE NEXT TO DOOR OR NEXT TO PANEL L. ENSURE PROPER CLEARANCES PER NEC. CONTROL EQUIPMENT PER DETAIL 2 AND 4 ON SHEET SE-3 AND SE-4. CONTRACTOR TO COORDINATE EXISTING AND NEW CONDUIT LOCATIONS AND UTILIZE EXISTING CONDUIT WHERE POSSIBLE.
- 2 NEW 1500W MH SPORTS LIGHTING PER DETAIL 1 ON SHEET SE-3. FINAL LOCATION OF POLE TO BE SURVEYED OFF OF MUSCO LIGHTING PLANS. LIGHT POLE, FOUNDATION, MOUNTING ARM, LIGHT FIXTURES AND ALL OTHER MUSCO SUPPLIED EQUIPMENT TO BE PURCHASED BY THE TOWN OF FLORENCE. CONTRACTOR RESPONSIBLE FOR INSTALLATION ONLY.
- 3 NEW 1500W MH SPORTS LIGHTING FIXTURES AND MAST ARM ON EXISTING 60" STEEL POLE PER DETAIL 1 ON SHEET SE-3. COORDINATE MOUNTING OF NEW FIXTURES AND ARMS WITH MUSCO. MOUNTING ARM, LIGHT FIXTURES AND ALL OTHER MUSCO SUPPLIED EQUIPMENT TO BE PURCHASED BY THE TOWN OF FLORENCE. CONTRACTOR RESPONSIBLE FOR INSTALLATION ONLY.
- 4 USE CAUTION TO AVOID ROOT DAMAGE. MARK TRENCH FOR APPROVAL PRIOR TO DIGGING.
- 5 #5 CONCRETE PULLBOX PER DETAIL 3 ON SHEET SE-3.
- 6 COORDINATE CONSTRUCTION WITH PARKS DEPARTMENT TO KEEP PARK OPEN AND LIGHTED DURING CONSTRUCTION.
- 7 IF EXISTING CONDUIT OUT OF BUILDING IS NOT AVAILABLE, CONTRACTOR TO CORE DRILL EXTERIOR WALL OF BUILDING (18" Ø), INSTALL LB ON OUTSIDE OF BUILDING WALL AND ROUTE GRS CONDUIT UNDERGROUND. PAINT EXPOSED CONDUIT TO MATCH BUILDING WALL.
- 8 DIG DOWN AND INTERCEPT EXISTING CONDUIT. SWEEP NEW AND EXISTING CONDUIT INTO NEW PULL BOX AND RECONNECT CONDUCTORS TO EXISTING LIGHT FIXTURES THROUGH EXISTING CONDUIT. INSTALL NEW CONDUCTORS IN EXISTING CONDUIT TO POLE.
- 9 COORDINATE WITH THE TOWN OF FLORENCE TO INSTALL TOWN SPECIFIED SECURITY CAMERA ON THIS POLE. FOR INSTALLATION OF NEW CONDUIT INTO EXISTING POLE, BRACE POLE AND DIG DOWN NEXT TO POLE FOOTING. REMOVE ANY CONCRETE BACKFILL AROUND PRE-MANUFACTURED OPENING IN BASE SO NEW CONDUIT CAN BE INSTALLED. DO NOT DRILL INTO MUSCO PRE-MANUFACTURED CONCRETE BASE. BACKFILL AROUND POLE WITH 3,000 PSI CONCRETE AFTER CONDUIT IS INSTALLED. INSTALLATION OF CAMERA AND 1.5" CONDUIT BACK TO BUILDING IS PART OF BID ALTERNATE 1 AND SHOULD BE PRICED SEPARATELY FROM BASE BID.
- 10 #7 CONCRETE PULLBOX PER DETAIL 3 ON SHEET SE-3.

WIRE & CONDUIT TABLE

NO.	CONDUIT	SIZE	POWER	WIRE		REMARKS
				GROUND	(CKT #)	
50	1.5"	3-#12	1-#12	TYP		
51	1.5"	3-#10	1-#10	TYP		
52	EX	3-#12	1-#12	TYP		
53*	1.5"	PULL ROPE			SECURITY CAMERA	
100	1.5"	3-#10	1-#10			H(5,7,9)
						H(11,13,15)
						H(17,19,21)
						H(10,12,14)
						H(16,18,20)
101	1.5"	3-#10	1-#10			H(22,24,26)
						H(10,12,14)
						H(16,18,20)
						H(11,13,15)
						H(17,19,21)
102	1.5"	3-#10	1-#10			H(22,24,26)
						H(16,18,20)
						H(22,24,26)
						H(11,13,15)
						H(17,19,21)
103	1.5"	3-#12	1-#10			H(11,13,15)
						H(17,19,21)
						H(11,13,15)
						H(17,19,21)
						H(11,13,15)

*INSTALLATION OF CONDUIT BACK TO BUILDING IS PART OF BID ALTERNATE 1 AND SHOULD BE PRICED SEPARATELY FROM BASE BID.



ARIZONA REGISTERED PROFESSIONAL ENGINEER
 No. 10000-00000
 DATE #11 OF 602-263-1100
 1-800-STAKE-IT
 ELECTRIC ENGINEERING

WRIGHT ENGINEERING
 PROJECT NO:
14192
 DESIGN BY: CMT
 DRAWN BY: KES
 CHECKED BY: RSW

WRIGHT
 engineering corporation
 ELECTRIC ENGINEERING AND DESIGN
 150 5th Street, Suite 100
 Florence, Arizona 85123
 PHONE: 480-971-3513 • FAX: 480-971-3897
 www.wrighteng.com

PROJECT: TITLE:
**FLORENCE, ARIZONA
 HERITAGE PARK
 BALL FIELD LIGHTING
 ELECTRICAL SITE PLAN**

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	10/27/14	REV. SUBMITTAL
2	10/27/14	REV. SUBMITTAL



DRAWING NO:
SE-2
 OF 4

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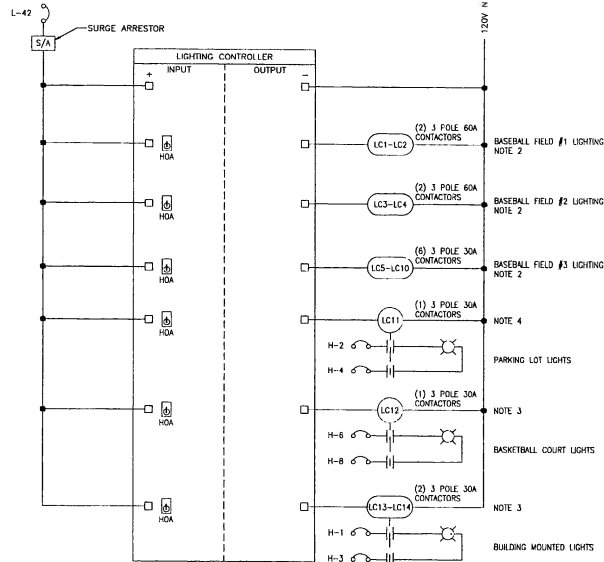
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EXISTING PANEL NAME: H		277/480V, 3Ø, 4W				200A MAIN BKR				
LOCATION: RESTROOM BUILDING		TYPE: PLUG-IN				PEDESTAL MTD., NEMA 3R				
CKT NO.	BKR SIZE	DESCRIPTION	LOAD	A#	B#	C#	LOAD	DESCRIPTION	BKR SIZE	CKT NO.
1	20/	BLDG MOUNTED LIGHTS	730	980			250	PARKING LOT LIGHT*	20/	2
3	/2		720		980		250		/2	4
5	20/		2717		6467	3750		BASKETBALL LIGHTS*	30/	6
7	/	BASEBALL - FIELD 3 - POLE A1*	2717	6467		3750			/2	8
9	/3		2717		5434	2717			20/	10
11	20/		3396			6113	2717	BASEBALL - FIELD 3 - POLE A2*	/	12
13	/	BASEBALL - FIELD 3 - POLE B1*	3396	6113		2717			/3	14
15	/3		3396		6792	3396			20/	16
17	20/		3396			6792	3396	BASEBALL - FIELD 3 - POLE B2*	/	18
19	/	BASEBALL - FIELD 3 - POLE C1*	3396	6792		3396			/3	20
21	/3		3396		6792	3396			20/	22
23		BUSSED SPACE	0		3396	3396		BASEBALL - FIELD 3 - POLE C2*	/	24
25		BUSSED SPACE	0	3396		3396			/3	28
27		BUSSED SPACE	0		0		0	BUSSED SPACE		30
29		BUSSED SPACE	0	0		0	0	BUSSED SPACE		32
31		BUSSED SPACE	0	0		0	0	BUSSED SPACE		34
33		BUSSED SPACE	0	0		0	0	BUSSED SPACE		36
35		BUSSED SPACE	0	0		0	0	BUSSED SPACE		38
37		BUSSED SPACE	0	0		0	0	BUSSED SPACE		40
39		BUSSED SPACE	0	0		0	0	BUSSED SPACE		42
41		BUSSED SPACE	0	0		0	0	BUSSED SPACE		20/1 42
CODE TOTAL VA/#			23748	19998	22768	*INDICATES LOAD @ 125%				
CODE TOTAL AMPS/#			85.7	72.2	82.2	22,000 AIC BREAKERS				

GRAY OR DASHED INDICATES EXISTING, BOLD INDICATES PROPOSED

EXISTING PANEL NAME: L		120/208V 3Ø, 4W				100A MAIN BKR				
LOCATION: RESTROOM BUILDING		TYPE: PLUG-IN				PEDESTAL MTD., NEMA 3R				
CKT NO.	BKR SIZE	DESCRIPTION	LOAD	A#	B#	C#	LOAD	DESCRIPTION	BKR SIZE	CKT NO.
1	20/1	SPARE	0	0			0	SPARE	20/1	2
3	20/1	CONCESSION	180		180		0	SPARE	20/1	4
5	20/1	MEDIA ROOM	1200			1200	0	SPARE	20/1	6
7	20/	BUILDING LIGHTS	480	480			0	SPARE	20/1	8
9	/2		480		480		0	SPARE	20/1	10
11	60/		0		0	0	0	SPARE	20/1	12
13	/2	SPARE	0	0			0	SPARE	20/1	14
15	20/1	SPARE	0		0		0	SPARE	20/1	16
17	20/1	SPARE	0		0		0	SPARE	20/1	18
18	20/1	SPARE	0	0			0	SPARE	20/1	20
21		BUSSED SPACE			0		0	SPARE	20/1	22
23		BUSSED SPACE			0		0	SPARE	20/1	24
25		BUSSED SPACE		0			0	CONCESSION NORTH WALL	20/1	28
27		BUSSED SPACE			180		180	CONCESSION SOUTH WALL	20/1	30
29		BUSSED SPACE			0		0	SPARE	20/1	32
31		BUSSED SPACE		180			180	REFRIGERATOR	20/1	34
33		BUSSED SPACE			1200		1200	SPARE	20/1	36
35		BUSSED SPACE			0		0	SPARE	20/1	38
37	20/1	NORTH WALL OUTLETS	180	380			200	SPRINKLER CLOCKS	20/1	40
38	20/		0		200		200	SECURITY CAMERA SYSTEM	20/1	42
41	/2	SPARE	0			200	200	LIGHTING CONTROLLER	20/1	42
CODE TOTAL VA/#			1040	2240	1400	*INDICATES LOAD @ 125%				
CODE TOTAL AMPS/#			3.8	8.1	5.1	10,000 AIC BREAKERS				

GRAY OR DASHED INDICATES EXISTING, BOLD INDICATES PROPOSED



4 LIGHTING CONTROL SCHEMATIC
NO SCALE

CONTROL SCHEMATIC LEGEND

- HAND-OFF-AUTO SWITCH
- LIGHTING CONTROLLER
- NORMALLY OPEN CONTACT
- CIRCUIT BREAKER
- DEVICE CONNECTION POINT

CONTROLLER NOTES

1. LIGHTING CONTROLLER MANUFACTURER SHALL PROVIDE A LIGHTING CONTROLLER, INSTALLED IN CONTROL ENCLOSURE, FOR EACH LIGHTING ZONE. CONNECTED TO EACH SPORTS FIELD LIGHT POLE. CONTRACTOR TO RUN CONDUCTORS, SIZED PER PLANS, FROM EACH OVERCURRENT PROTECTION DEVICE TO CONTROLLERS THEN TO SPORTS FIELD LIGHT POLES.
2. THIS CIRCUIT TO BE ACTIVATED PER SPORTS FIELD PROGRAMMING SCHEDULE. LIGHTS WILL SHUT OFF COMPLETELY AT PARK CLOSE.
3. THIS CIRCUIT TO BE ACTIVATED FROM DUSK TO PARK CLOSE.
4. THIS CIRCUIT TO BE ACTIVATED FROM DUSK TO DAWN.

WRIGHT ENGINEERING
PROJECT NO:
14192
DESIGN BY: CMT
DRAWN BY: KES
CHECKED BY: RSW

WRIGHT
ENGINEERING CORPORATION
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE: 480-997-5889 • FAX: 480-997-5887
WWW.WRIGHT-ENG.COM

PROJECT: TITLE:

FLORENCE, ARIZONA
HERITAGE PARK
BALL FIELD LIGHTING
ELECTRICAL DETAILS

DATE: 11/27/11
SCALE: 1/8" = 1'-0"



DRAWING NO:
SE-4
OF 4

ARIZONA REGISTERED ELECTRICAL ENGINEER
No. 1292
Robert S. Wright
1-800-STAKE-IT
www.wright-eng.com

EXHIBIT B
TO
INVITATION FOR BIDS NO. POC-23 Heritage Park Ball Field Lighting Project

[Substitution/Equal Request Form]

See following pages.

SUBSTITUTION/EQUAL REQUEST FORM

Heritage Park Ball Field Lighting Project POC-23

Bidder _____ hereby submits for Town's consideration the following product, instead of the specified item, for the above Project.

<u>Section</u>	<u>Page</u>	<u>Paragraph/Line</u>	<u>Specified Item</u>
_____	_____	_____	_____

Proposed Substitution: _____

(NOTE: See Article II – Bid Process; Bid Award, Section 2.4(C), Approval of Substitutions, or Section 2.4(D), Use of Equals, as applicable, for additional criteria concerning prior approval for substitutions or use equals of material and equipment.)

Attach complete product description, drawings, photographs, performance and test data, and other information necessary for evaluation, indicating by highlighting all comparable data between specified item and proposed substitution or equal. Identify specific model numbers, finishes, options, etc.

A. Will changes be required to Project design (architecturally, structurally, mechanically or electrically) in order to properly install proposed substitution? Yes ____ No ____ If Yes, explain:

B. Will the undersigned pay for changes to the Project design, including engineering and drawing costs, caused by requested substitution? Yes ____ No ____

C. List differences between proposed substitution and specified item.

<u>Specified Item</u>	<u>Proposed Substitution</u>
_____	_____
_____	_____

D. Does substitution affect Drawing dimensions? Yes ____ No ____ If Yes, explain:

E. What effect does substitution have on other trades? _____

F. Does manufacturer's warranty of proposed substitution differ from that specified?
Yes ____ No ____ If Yes, explain: _____

G. Will substitution affect progress schedule? Yes ____ No ____ If Yes, explain:

H. Will substitution require more license fees or royalties than specified product?

Yes ____ No ____ If Yes, explain: _____

I. Will maintenance and service parts be locally available for substitution?

Yes ____ No ____ If Yes, explain: _____

J. Will substitution be compatible with all adjacent material and/or applications to or on the proposed substitution? Yes ____ No ____ If no, explain what material substitutions will be required to make your proposed substitution compatible: _____

List materials that will be required to provide compatibility: _____

The undersigned hereby assumes all responsibility for all provisions indicated herein and agrees that, if adequate comparable information is not provided as required by Section 2.4(C), Approval of Substitutions, or Section 2.4(D), Use of Equals, as applicable, and this Form, the proposed substitution or equal shall be subject to rejection.

The undersigned understands and agrees that the substitution requested, including all supporting data, must be submitted to and be in the possession of the Town ten (10) full calendar Days prior to the Bid Deadline, to be considered, including all supporting data for the substitution. Telegraphic (facsimile) or electronic (email) copies will not be considered.

Submitted by:

For Town's Use Only:

Signature

Accepted: _____

Print Name

Accepted: _____

Title

By: _____ Date: _____

Company Name

Remarks: _____

Address

City, State, Zip Code

Date

Telephone No.

EXHIBIT C
TO
INVITATION FOR BIDS NO. POC-23 Heritage Park Ball Field Lighting Project

[Price Sheet]

See following pages.

PRICE SHEET

Heritage Park Ball Field Lighting Project POC-23

NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Bid Price Sheet shall result in a determination that a Bid is non-responsive.

Item No.	Description of Materials and/or Services	Qty	Unit	Unit Price	Total Price
	See Addendum No.1				
	Public Notifications	1	LS		
	Subtotal				
	Allowances				
	Total Construction Cost*				

* All bids are presumed to include all applicable taxes.

EXHIBIT D
TO
INVITATION FOR BIDS NO. POC-23 Heritage Park Ball Field Lighting Project

[Federal Requirements]

See following page.

Not applicable to this Project.

EXHIBIT E
TO
INVITATION FOR BIDS NO. POC-23 Heritage Park Ball Field Lighting Project

[Licenses; DBE/WBE Status]

See following page.

LICENSES; DBE/WBE STATUS

Heritage Park Ball Field Lighting Project POC-23



Attach a copy of your Contractor's License to your bid submittal.



Attach a copy of your Business License to your bid submittal.

* Business License must be either a Town of Florence Privilege Tax Business License or an Arizona Transaction Tax (sales) Privilege Tax License

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No X _____.

If yes, please provide details and documentation of the certification.

IMPORTANT NOTICE
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[SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS.
[SEE A.R.S. § 32-1151(B)(1)]
- REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY.
[SEE A.R.S. § 32-1151.01]
- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY.
[SEE RULE R-4-9-110]

Spectra Electrical Services Inc

2519 W Geneva Dr
Tempe, AZ 85282-3127

**THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY**



LICENSE EFFECTIVE THROUGH: 01/31/2016
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Spectra Electrical Services Inc



CONTRACTORS LICENSE NO 171624 CLASS L-11
Electrical

THIS CARD MUST BE
PRESENTED UPON DEMAND

William A. Mundell
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

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[SEE RULE R-4-9-110]

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Spectra Electrical Services Inc

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LICENSE EFFECTIVE THROUGH: 03/31/2015
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Spectra Electrical Services Inc



CONTRACTORS LICENSE NO 205857 CLASS C-11

Electrical

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CONTRACTORS LICENSE NO 205857 CLASS C-11

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LICENSE EFFECTIVE THROUGH: 07/31/2015
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Spectra Electrical Services Inc



CONTRACTORS LICENSE NO 235764 CLASS B-1

General Commercial Contractor

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Spectra Electrical Services Inc

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Tempe, AZ 85282-3127

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LICENSE EFFECTIVE THROUGH: 07/31/2015
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Spectra Electrical Services Inc



CONTRACTORS LICENSE NO 235764 CLASS B-1

General Commercial Contractor

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STATE OF ARIZONA
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CONTRACTORS LICENSE NO 235764 CLASS B-1

General Commercial Contractor

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DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS



Arizona Department of Revenue
Transaction Privilege Tax Exemption Certificate

ARIZONA FORM
5000

This form replaces earlier forms: 5000, 5001, 5002.

This exemption Certificate is prescribed by the Department of Revenue pursuant to ARS § 42-5009. The purpose of the certificate is to document tax-exempt transactions with qualified purchasers. It is to be filled out completely by the purchaser and furnished to the vendor. The vendor shall retain this Certificate for single transactions or for specified periods as indicated below. Incomplete Certificates are not considered to be accepted in good faith. Only one form of exemption can be claimed on a certificate.

Purchaser's Name and Address Spectra Electrical Svcs, Inc. 2519 W. Geneva Drive Tempe, AZ 85282-3127	Check Applicable Box: <input type="checkbox"/> Single Transaction Certificate <input checked="" type="checkbox"/> Period From: <u>08/01/2013</u> Through: <u>12/31/2015</u> (You must choose specific dates for which certificate will be valid)
Vendor's Name _____	

Choose one transaction type per Certificate

<input checked="" type="checkbox"/> Transactions with a Business (Please check appropriate item from numbers 1 - 19) Arizona Transaction Privilege Tax License Number <u>07-645570</u> SSN / EIN <u>86-1046283</u> Other Tax License Number _____ Tax number for another tax agency _____ If no license number, provide reason: _____ Precise Nature of Purchaser's Business <u>Electrical Contracting</u>	<input type="checkbox"/> Transactions with Native Americans & Native American Businesses (Please check item number 24 or 24a) Tribal Business License # _____ OR Tribal ID# _____ Name of Tribe _____ <input type="checkbox"/> Transactions with a Government entity or certain Health Care Institutions (Please check appropriate item from numbers 1 - 23)	<input type="checkbox"/> Transactions with nonresidents (Please check appropriate item from numbers 25 - 26) State of residence _____ Driver's License# _____ Driver's License State _____ SSN/ID _____ 30 day Drive out permit # _____
---	---	--

Reason for Exemption - check as applicable

- 1. Tangible personal property to be resold in the ordinary course of business.
- 2. Tangible personal property to be leased or rented in the ordinary course of business.
- 3. Tangible personal property to be incorporated into a taxable contracting project.
- 4. Food, drink, or condiments purchased by a restaurant business.
- 5. Motor vehicle fuel and use fuel subject to tax under ARS § 28-5606 or 5708.
- 6. Use fuel to a holder of a valid single trip use fuel tax permit issued under ARS § 28-5739.
- 7. Aviation fuel subject to the tax imposed under ARS § 28-8344.
- 8. Pipes or valves four inches in diameter or greater to be used for transportation of oil, natural gas, artificial gas, water or coal slurry.
- 9. Neat animals, horses, asses, sheep, ralfies, swine or goats used as breeding or production stock (including ownership shares in such animals).
- 10. Aircraft, navigational and communication instruments and related accessories sold or leased to:
 - Airlines holding a federal certificate of public convenience and necessity; or Airlines holding a foreign air carrier permit for air transportation; or
 - Any foreign government or nonresidents of Arizona who will not use such property in Arizona other than in removing such property from this state.
- 11. Railroad rolling stock, rails, ties and signal control equipment used directly to transport persons or property for hire.
- 12. Buses or urban mass transit vehicles used directly to transport persons or property for hire or pursuant to a government mass transit program.
- 13. Central office switching equipment, switchboards, private branch exchange equipment, microwave radio equipment and carrier. Equipment including optical fiber, coaxial cable and other transmission media which are components of carrier systems sold or leased to persons engaged in the telecommunications business.
- 14. New machinery and equipment, used for commercial production of agricultural, horticultural, viticultural and floricultural crops and products in this state, consisting of tractors, tractor-drawn implements, self-powered implements, drip irrigation lines, and machinery and equipment necessary for extracting milk and for cooling milk and livestock.
- 15. Machinery, equipment or transmission lines used directly in producing or transmitting electrical power, but not including distribution.

(OVER)

- 16. Groundwater measuring devices required under ARS § 45-604.
- 17. Machinery or equipment used directly in the following processes:
 - Manufacturing, processing or fabricating. Job printing. Refining or metallurgical operations.
 - Extraction of ores or minerals from the earth for commercial purposes. Extraction of, or drilling for, oil or gas from the earth for commercial purposes.
- 18. Printed, photographic, electronic media or digital media materials purchased by or for publicly funded libraries including school district libraries, charter school libraries, community college libraries, state university libraries or federal, state, county or municipal libraries for use by the public.
- 19. Other: Cite specific statutory authority for the exemption of the tangible personal property.

Exemptions based on the purchaser being a government entity, public school, or a qualifying health care institution.

- 20. Food, drink or condiments for consumptions within the premises of any prison, jail or other institution under the jurisdiction of the state department of corrections, the department of public safety, the department of juvenile corrections or a county sheriff. Food, drink, condiments or accessories purchased by a school district for consumption at a public school within the district during school hours.
- 21. Tangible personal property sold or leased directly to the United States Government or its departments or agencies by a manufacturer, modifier, assembler or repairer.
- 22. Fifty percent of the gross proceeds or gross income from the sale of tangible personal property directly to the United States Government or its departments or agencies, which is not deducted under number 21 above. This exemption does not apply to leases.
- 23. Tangible personal property sold or leased directly to a qualifying non profit hospital, health care organization, community health center, or rehabilitation program for mentally or physically handicapped persons (an exemption letter for these entities must accompany this form).

Transactions with Native Americans & Native American Businesses

- 24. Sale or lease of tangible personal property including Motor Vehicles to affiliated Native Americans if the solicitation for the sale, signing of the contract, delivery of the goods and payment for the goods all occur on the reservation.
- 24a. Sale of a Motor Vehicle to an enrolled member of a tribe who resides on the reservation established for that tribe.

Transactions with nonresidents

- 25. Sales of tangible personal property to nonresidents of Arizona who are temporarily within Arizona, for their use outside of Arizona, when the vendor ships the property out of Arizona by common carrier or United States mail or delivers such property out of Arizona via the vendor's own conveyance.
NOTE: The vendor shall retain adequate documentation substantiating the shipment of the property out of Arizona.
- 26. Sale of a motor vehicle (vehicle must be self-propelled) to a nonresident of Arizona whose state of residence does not allow a use tax exemption for transaction privilege taxes paid to Arizona and who has secured a special 30-day nonresident registration for the vehicle (please see Arizona Form 5010).

Describe the tangible personal property or service purchased or leased and its use below. (Use additional pages if needed)

Certification

A vendor that has reason to believe that the certificate is not accurate or complete will not be relieved of the burden of proving entitlement to the exemption. A vendor that accepts a certificate in good faith will be relieved of the burden of proof and the purchaser may be required to establish the accuracy of the claimed exemption. If the purchaser cannot establish the accuracy and completeness of the information provided in the certificate, the purchaser is liable for an amount equal to the transaction privilege tax, penalty and interest which the vendor would have been required to pay if the vendor had not accepted the certificate. Misuse of this Certificate will subject the purchaser to payment of the ARS § 42-5009 amount equal to any tax, penalty or interest. Willful misuse of this Certificate will subject the purchaser to criminal penalties of a felony pursuant to ARS § 42-1127.B.2.

I, (print full name) _____, hereby certify that these transactions are exempt from Arizona transaction privilege tax and that the information on this Certificate is true, accurate and complete. Further, if purchasing or leasing as an agent or officer, I certify that I am authorized to execute this Certificate on behalf of the purchaser named above.

Signature of purchaser

[Handwritten Signature]

Date 08/01/2013

Title Payroll/HR/Accounts Payable

EXHIBIT F
TO
INVITATION FOR BIDS NO. POC-23 Heritage Park Ball Field Lighting Project

[References]

See following page(s).

REFERENCES

Contractor Name: Spectra Electrical Services

Provide the following information for three clients for whom Bidder has successfully completed similar projects as set forth in Section 2.16 within the past 60 months. Failure to provide three accurate and suitable references will result in disqualification. Bidder may also attach another sheet with additional references.

1. Company: JO Combs Unified School District
Address: 301 East Combs Road
City/State/Zip Code: San Tan Valley, AZ 85140
Contact: Shannon Weber
Telephone Number: (480) 987-5316
Date of Contract Initiation: 06/02/2014
Date of Contract Expiration: 07/24/2014
Final Project Cost: \$60,958.00
Project Description: Design-Build project to install (2) 80' Musco Sports light poles at existing baseball field.

2. Company: City of Phoenix
Address: 200 West Washington St
City/State/Zip Code: Phoenix, AZ 85003
Contact: Chris Ewell
Telephone Number: (602) 534-5292
Date of Contract Initiation: 05/27/2014
Date of Contract Expiration: 05/27/2015
Final Project Cost: \$547,625.73
Project Description: Provide and install (10) 40' Concrete poles with LED's and (8) 90' concrete poles with Qualite Sports Lights

3. Company: Foresite Design
Address: 1425 N Mondel Dr
City/State/Zip Code: Gilbert, AZ 85233
Contact: Jarrod Kerns
Telephone Number: (480) 820-1345 Ext 12
Date of Contract Initiation: 06/18/2013
Date of Contract Expiration: 12/03/2013
Final Project Cost: \$523,049.00
Project Description: Provide and install (8) 80' steel poles with Musco Sports Lights.

EXHIBIT G
TO
INVITATION FOR BIDS NO. POC-23 Heritage Park Ball Field Lighting Project

[Bid Bond]

See following page.

BID BOND

Heritage Park Ball Field Lighting Project POC-23

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Spectra Electrical Services, Inc. (hereinafter called Principal), as Principal, and Hartford Fire Insurance Company, a corporation organized and existing under the laws of the State of Connecticut with its principal office in the City of Hartford, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Florence, (hereinafter called the Obligee) in the penal sum of Ten Percent (10%) of Bid Amount, Ten Percent of Amount Bid (Dollars) (\$ 10%) lawful money of the United States of America, to be paid to the order of the Town of Florence, 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 and in conformance with A.R.S. Section 34-201.

WHEREAS, the Principal has submitted a bid/proposal for: Heritage Park Ball Field Lighting Project Project No. POC-23

NOW, THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal enters into a Contract with the Obligee in accordance with the terms of the proposal and gives the 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 the 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.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this 29th day of October 20 14 .

Spectra Electrical Services, Inc. Principal Seal

BY: [Signature]

Hartford Fire Insurance Company Surety Seal

BY: [Signature] Melanie Ankeney, Attorney-In-Fact

USI Insurance Services Agency of Record

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 59-305706

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

JORGE L. MENDEZ of Phoenix AZ, Melanie Ankeney, Jessika Gulliver of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 29, 2014
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President

EXHIBIT H
TO
INVITATION FOR BIDS NO. POC-23

[Key Personnel/Subcontractor Listing]

KEY PERSONNEL/SUBCONTRACTOR LISTING

Heritage Park Ball Field Lighting Project POC-23

Key Personnel and Subcontractors listed herein shall be utilized on this Project.

Category:

Personnel/ Subcontractor Name, Contact Information:

<u>Project Executive</u>	<u>John Brunia - john.brunia@spectra-electrical.com</u>
<u>Project Manager</u>	<u>Kyle Knopp - kyle.knopp@spectra-electrical.com</u>
<u>Field Superintendent</u>	<u>Alan Zombolas - alan.zombolas@spectra-electrical.com</u>
<u>Foreman</u>	<u>Piotrek Suszczynski - piotr@spectra-electrical.com</u>
<u>Subcontractor</u>	<u>Hurricane Holes - Amy Wyatt - awyatt@hurricaneholes.com</u>
<u>Subcontractor</u>	<u>Tempe Crane - (480) 967-0026</u>
<u>Subcontractor</u>	<u>Utility Locator</u>
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EXHIBIT I
TO
INVITATION FOR BIDS NO. POC-23 Heritage Park Ball Field Lighting Project

[Performance Bond]

See following page.

PERFORMANCE BOND

Heritage Park Ball Field Lighting Project POC-23

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Florence (hereinafter called the Oblige) in the amount of _____ (Dollars) (\$ _____), 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 entered into a certain written Contract with the Oblige, dated the _____ day of _____ 20____, for the material, service or construction described as _____ is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20____.

Principal Seal

BY: _____

Surety Seal

BY: _____

Agency of Record

EXHIBIT J
TO
INVITATION FOR BIDS NO. POC-23

[Payment Bond]

See following page.

PAYMENT BOND

Heritage Park Ball Field Lighting Project POC-23

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Florence (hereinafter called the Obligee) in the amount of _____ (Dollars) (\$ _____), 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 entered into a certain written Contract with the Obligee, dated the _____ day of _____ 20____, for the material, service or construction described as _____ which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's Subcontractors in the prosecution of the Work provided for in the Contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 20____.

Principal Seal

BY: _____

Surety Seal

BY: _____

Agency of Record

EXHIBIT K
TO
INVITATION FOR BIDS NO. POC-23 Heritage Park Ball Field Lighting Project

[Acknowledgments of Addenda received]

See following page(s).



**TOWN OF FLORENCE
PARKS AND RECREATION DEPARTMENT**

INVITATION FOR BIDS

Heritage Park Ball Field Lighting Project POC-23

Addendum No. 1

Date: October 24, 2014

From: Bryan Hughes, Parks and Recreation Director

Subject: Addendum No. 1 to Heritage Park Ball Field Lighting Project POC-23

Bid Deadline: October 29, 2014; 3:00 p.m. (local time, Phoenix, Arizona)

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Invitation for Bids document prepared by the Town of Florence. Acknowledge receipt of this addendum in the space provided on the attached "Acknowledgment of Addenda Received" form. This acknowledgement must accompany the submitted bid. Failure to do so may subject the bidder to disqualification.

This Addendum No. 1 consists of (i) modifications to Section 3.3 (Contract Time), Section 3.11(B)(5) (Builder's Risk Insurance), Exhibit A (Specifications, Plans/Construction Drawings) and Exhibit C (Price Sheet).

ADDENDUM

1. Section 3.3 Contract Time. is deleted in its entirety and replaced with the following:

The Contract Time for this Project shall be 90 calendar days from the Notice to Proceed. All Work on the Project shall be completed on or before the expiration of the Contract Time.
2. Section 3.11(B)(5) (Builder's Risk Insurance) is deleted in its entirety and replaced with the following:

Intentionally omitted.
3. Exhibit A (Specifications, Plans/Construction Drawings) is hereby amended by adding the PRELIMINARY FOUNDATION AND POLE ASSEMBLY DRAWING dated October 23, 2104, attached hereto as Exhibit 1 and incorporated herein by reference.
4. Exhibit C (Price Sheet) is deleted in its entirety and replaced with the Price Sheets (Base Bid and Bid Alternate No. 1 – Security Cameras) attached hereto and incorporated herein by reference.

QUESTIONS AND ANSWERS

Q1: What equipment is included in Musco's Light Structure Green™ lighting system by Musco Lighting?

A1: 1.) (4) Concrete Bases
2.) (4) 60' Poles

- 3.) (28) Light Structure Green Fixtures
- 4.) (6) Pole Length Wire Harnesses
- 5.) (2) Bar Harnesses for the 2 existing crossarms – Musco will include a tech on site to help with installation of this wiring and attachment of new fixtures on old crossarms.
- 6.) (6) Electrical Component Enclosures to go on the poles
- 7.) (1) 72" Control Cabinet with 12 contactors with 6 control switches
- 8.) (1) 48" Control Cabinet with 2 contactors

Q2: What happens if the contractor hits an irrigation line?

A2: With regard to damages to irrigation lines, this is covered in 3.38 Utilities, Section C, Subsection 3. The Town will make all reasonable attempts to locate irrigation lines prior to construction.

Q3: Will the Town seek liquidated damages on this project?

A3: Liquidated damages are covered in Section 3.25 Liquidated Damages.

Q4: Are there any programs or events scheduled during the estimated time of construction?

A4: No events will be scheduled during construction, however the Contractor is required to take all necessary precautions to maintain a safe and secure work environment at all times.

Q5: Will the Town provide the security cameras for Bid Alternate No. 1?

A5: Yes. The Contractor is responsible for trenching, conduit and wire/cable to each pole.

Q6: In clarifying the budget for this job, it was stated \$150,000 which includes the equipment. What was all of the equipment costs? I am trying to get the bid bond together and would like to get a more accurate amount.

A6: The Bid Bond should cover the cost of the construction only, currently estimated at an amount not to exceed \$50,000.

EXHIBIT C
TO
INVITATION FOR BIDS NO. POC-23 Heritage Park Ball Field Lighting Project

[Price Sheet]

See following pages.

PRICE SHEET

Heritage Park Ball Field Lighting Project POC-23

BASE BID

REVISED PRICE SHEET 10/24/14 – Addendum No. 1

Item No.	Description of Materials and/or Services	Qty	Unit	Unit Price	Total Price
1	Site PVC Conduit & Wire	1	Lot	\$18,220.00	\$18,220.00
2	Light Fixtures & Poles	1	Lot	\$11,890.00	\$11,890.00
3	Electrical Room	1	Lot	\$3,820.00	\$ 3,820.00
4	Payment & Performance Bond	1	Lot	\$ 376.00	\$ 376.00
5	Tax	1	Lot	\$ 2,386.00	\$ 2,386.00
	Subtotal				\$36,692.00
	Allowances				0.00
	Total Construction Cost*				\$36,692.00

* All bids are presumed to include all applicable taxes.

PRICE SHEET

Heritage Park Ball Field Lighting Project POC-23

BID ALTERNATE No. 1 – Security Cameras

REVISED PRICE SHEET 10/24/14 – Addendum No. 1

Item No.	Description of Materials and/or Services	Qty	Unit	Unit Price	Total Price
1	Bid Alternate No. 1	1	Lot	\$11,861.00	\$11,861.00
	Subtotal				\$11,861.00
	Allowances				\$ 0.00
	Total Construction Cost*				\$11,861.00

* All bids are presumed to include all applicable taxes.

EXHIBIT K
TO
INVITATION FOR BIDS NO. POC-23 Heritage Park Ball Field Lighting Project

[Acknowledgments of Addenda received]

See following page(s).

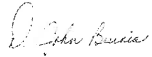
**TOWN OF FLORENCE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
INVITATION FOR BIDS**

Heritage Park Ball Field Lighting Project POC-23

Addendum No. 1

Bidder Spectra Electrical affirms that ADDENDUM No. 1 has been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

Submitted by:



Date: 10/29/2014

Signature

D. John Brunia

Print Name

President

Title

Spectra Electrical Services

Company Name

2519 West Geneva Drive

Address

Tempe, AZ 85282

City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT 1
TO
INVITATION FOR BIDS NO. POC-23 Heritage Park Ball Field Lighting Project
[PRELIMINARY FOUNDATION AND POLE ASSEMBLY DRAWING]

See following pages.

PRELIMINARY FOUNDATION AND POLE ASSEMBLY DRAWING

POLE ID	MOUNTING HEIGHT ft (m)	# OF LUMINAIRES	ASSEMBLED POLE WEIGHT ³ lb (kg)
A4	60 (18.3)	4	1211 (549)
B4	60 (18.3)	5	1301 (590)
C5	60 (18.3)	5	1301 (590)
C6	60 (18.3)	5	1301 (590)

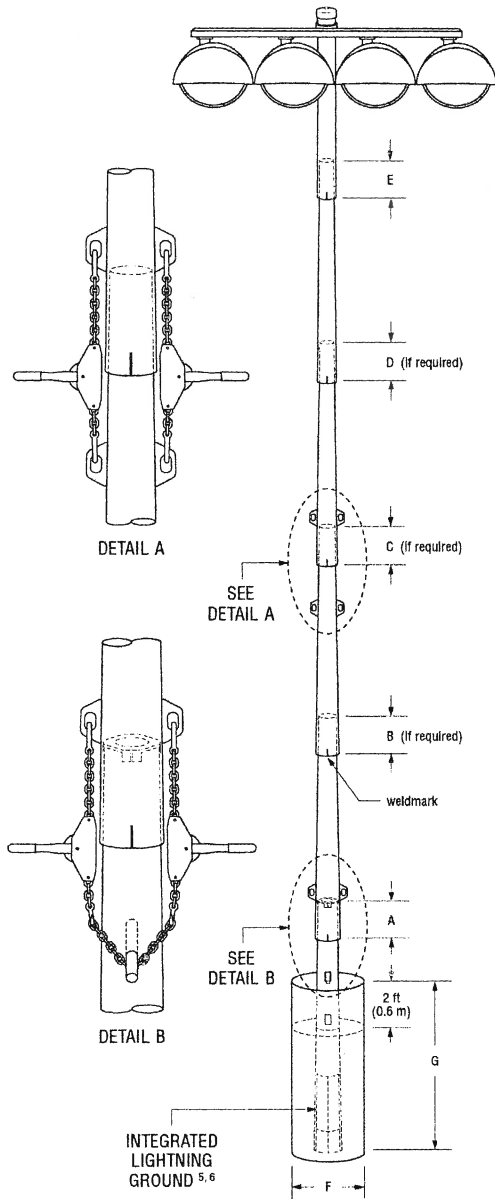
Pole Assembly Notes:

1. Steel pole should overlap concrete base and be seated tight with 1 1/2 ton come-alongs (contractor provided).
2. Align weldmarks on steel sections before assembling.
3. Assembled pole weight includes steel sections, crossarms, luminaires, and electrical components enclosures.
4. This document is not intended for use as an assembly instruction. See *Installation Instructions: Light-Structure Green Lighting System™* for complete assembly procedure.

POLE ID	CONCRETE BASE WEIGHT lb(kg)	BURIAL INFORMATION ^{3,4}		CONCRETE BACKFILL ^{1,2} yd ³ (m ³)	CUT BASE	LIGHTNING GROUND ⁵ TYPE	SUPPLEMENTAL INSTRUCTION
		F in (mm)	G ft (m)				
A4	1840 (835)	30 (762)	10 (3.0)	1.2 (0.9)	NO	INTEGRATED ⁶	
B4	1840 (835)	30 (762)	10 (3.0)	1.2 (0.9)	NO	INTEGRATED ⁶	
C5	1840 (835)	30 (762)	10 (3.0)	1.2 (0.9)	NO	INTEGRATED ⁶	
C6	1840 (835)	30 (762)	10 (3.0)	1.2 (0.9)	NO	INTEGRATED ⁶	

Foundation Notes:

1. Concrete backfill is calculated to 2 ft (0.6m) below grade (no overage included). Top 2 ft (0.6m) to be class 5 soil compacted to 95% density of surrounding undisturbed soil unless otherwise specified in stamped structural design.
2. Concrete backfill required 3000 lbf/in² (20 MPa) minimum unless otherwise specified in stamped structural design.
3. Foundation design per 2006 IBC, 90 mph, exposure category C, variation STD.
4. Assumes IBC class 5 soils.
5. Standard bases include integrated lightning protection. If bases are cut, supplemental lightning protection is required. Contact Musco for materials and instruction.
6. Lightning protection is a manufacturer installed concrete encased electrode and connector. Ground connection is made when concrete base is installed and footing is poured. No additional steps required.





**TOWN OF FLORENCE
PARKS AND RECREATION DEPARTMENT**

INVITATION FOR BIDS

Heritage Park Ball Field Lighting Project POC-23

Addendum No. 2

Date: October 27, 2014
From: Bryan Hughes, Parks and Recreation Director
Subject: Addendum No. 2 to Heritage Park Ball Field Lighting Project POC-23
Bid Deadline: October 29, 2014; 3:00 p.m. (local time, Phoenix, Arizona)

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Invitation for Bids document prepared by the Town of Florence. Acknowledge receipt of this addendum in the space provided on the attached "Acknowledgment of Addenda Received" form. This acknowledgement must accompany the submitted bid. Failure to do so may subject the bidder to disqualification.

This Addendum No. 2 consists of clarification to Bid Alternate 1.

ADDENDUM

1. Drawing No. SE-2 of 4. Construction Notes: 9 is deleted in its entirety and replaced with the following:

Installation of 1.5" conduit from this pole back to building for future installation of security cameras is part of Bid Alternate 1 and should be priced separately from Base Bid on Price Sheet provided in Addendum No. 1.

QUESTIONS AND ANSWERS

Q1: Answer to Q5 (Addendum No. 1) about the security cameras raises another question.

Your answer stated conduit, wire/cable to each pole. Wire / conduit schedule says install pull rope for camera locations. Is it a pull rope you want or is there cable we need to install? If cable can we get a spec? Second question about security cameras. Is ALT #1 the installation of the camera. And the conduit install is in the base? Or is the install of the conduit for the security camera also part of the alternate?

A1: To clarify, Bid Alternate 1 is the installation of dedicated conduit to the four (4) pole locations from the building electrical room as identified on the construction documents for future installation of security cameras. Pull rope to camera locations is acceptable per the Wire & Conduit Table.

Purchase and installation of security cameras and related wiring or cable should not be included in the Base Bid or Bid Alternate 1.

EXHIBIT K
TO
INVITATION FOR BIDS NO. POC-23 Heritage Park Ball Field Lighting Project

[Acknowledgments of Addenda received]

See following page(s).

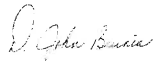
**TOWN OF FLORENCE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
INVITATION FOR BIDS**

Heritage Park Ball Field Lighting Project POC-23

Addendum No. 2

Bidder Spectra Electrical affirms that ADDENDUM No. 2 has been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

Submitted by:


Signature

Date: 10/29/2014

D. John Brunia
Print Name


President
Title

Spectra Electrical Services
Company Name

2519 West Geneva Drive
Address

Tempe, AZ 85282
City, State, Zip Code

END OF ADDENDUM No. 2

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7d.
MEETING DATE: November 17, 2014 DEPARTMENT: Public Works Department STAFF PRESENTER: Wayne Costa, P.E. Public Works Director SUBJECT: Approval to award a contract to Overton Builders, LLC, for tenant improvement work at 224 W. 20 th Street, Florence, Arizona.		<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"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to award a contract to Overton Builders, LLC, for tenant improvement work at 224 W. 20th Street, (location of the former Pinal County Credit Union) to be the new location of Community Development and Utilities Department staff offices in an amount not to exceed \$74,950.

BACKGROUND/DISCUSSION:

The Town of Florence purchased the property at 224 W. 20th Street, from the Pinal County Federal Credit Union as the future location of the Town of Florence Community Development (CD) and Information Technology (IT) departments. A budget of \$60,000 was allocated for all design and interior improvements needed to meet the needs of both CD and IT departments. RBA Architectural was then retained to perform an “as-built” plan (since a detailed, scale plan was not available) of the bank building interior, a needs assessment and a proposed plan for the proposed office spaces, with controlled public access for both CD and the IT department and ADA restrooms. The architect’s estimate of the first proposed plan exceeded the \$60,000 budget. A second plan also exceeded the budget and it was determined that the IT Department’s security needs could not be met in this facility within the budget that was available.

Staff recommended that the building vacated by CD would be a better choice for IT and would meet their security requirements, since the public would not need to access this building, once CD vacated it. Staff recommended that the Utilities Department’s Director and office staff would share the new office space with Community Development, thereby simplifying the tenant improvement work needed. A simpler plan was then done with alternatives for other improvements such as adding windows in office areas, wall mounted metal sign letters and

exterior painting. This plan was estimated to be within the budget by the architect and it was then put out to bid.

The project was advertised and put to bid by RBA Architecture, on October 6, 2014. Bids were received by Carroll Michael, Facilities Maintenance Manager, on October 20, 2014; however the low bidder withdrew their bid due to a bidding error. The project was re-advertised and bids were due on November 10, 2014; four bids were received. Overton Builders, LLC, was the lowest responsive and responsible bidder. The bid amount submitted by Overton Builders, LLC, was \$74,950.

FINANCIAL IMPACT:

The current fiscal year budget provides for funding of \$60,000. The lowest bid amount of \$74,950 is greater than the \$52,500 remaining budget (\$60,000 minus \$7,500 architectural fees) by \$22,450. This difference can be covered by using cost savings in other capital projects.

RECOMMENDATION:

Staff recommends that Town Council award a contract to Overton Builders, LLC, for tenant improvements to 200 W. 20th Street office building, in an amount not to exceed \$74,950.

ATTACHMENTS:

- Bid Tabulation Sheet
- Overton Builders Bid

**Town of Florence
Bid Tabulation Sheet**

Verbal (only allowed when \$5,000 of less) Date Prepared: November 10, 2014

Written/Fax (mandatory when over \$5,000; attach bids) Prepared By: Maria Hernandez, Deputy Town Clerk

Formal Sealed Bid: # _____ Title: Community Development & Utilities Tenant Improvement Project Bid Due Date: 11/10/14 Bid Due Time: 1:00

Item (include quality, brand, model, color) Tenant improvement work at 224 W. 20th Street

Vendor Name Contact Person Phone/Fax	Total Bid	Alternate # 1	Alternate # 2	Addendum 1 Acknowledged on bid sheet	Addendum 2 Acknowledged on bid sheet	Comments
1 Dalman Construction 41004 N. Jackrabbit Rd. San Tan Valley AZ 85140 PH #	\$ 79,549.00	\$ 7,000.00	\$ 2,500.00	No	No	
2 Golden Horizon contracting 850 S. Longmore #234 Mesa AZ 85202 PH #	\$ 92,750.00	\$ 24,772.00	\$ 9,949.00	Yes	Yes	
3 Cactus Pine Builders 3384 S. Bowman Rd. Apache Junction AZ 85119 email: Fred@cactuspinebuilders.com	\$ 78,300.00	\$ 8,700.00	\$ 13,800.00	No.	No.	Celing tile \$1,285.00 (not included in total) Alternate 3 - Exterior Paint \$4,400.00
4 Overton Builders, LLC 1400 N. Gilbert Rd. Suite K Gilbert AZ 85234 PH #	\$ 74,950.00	\$ 30,608.00	\$ 16,372.00	Yes	Yes	

Attach additional page(s), if necessary

Vendor Selected _____ **Address** _____

Justification (if not lowest price)

Department Head Approval _____ Date 11/12/14

Finance Director Approval _____ Date 11/13/14

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.

DAHLMAN
CONSTRUCTION
41004 N. Jackrabbit Rd.
San Tan Valley, Az 85140

PHOENIX
AZ 852
04 NOV '14
PM 9 L



C27040820 452742



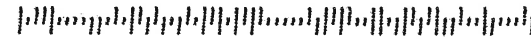
FOREVER

RECEIVED
NOV - 5 2014
Florence
Town Clerk's Office

**came in the mail
M. Hernandez*

*LISA Garcia, Town Clerk
Florence Town Hall
775 N Main St
PO Box 2670
Florence, AZ. 85132*

Community Development Remedial Bid #5132005070



BID FORM

BID NO.: N/A

Town of Florence Community Development and Utilities Office Remodel

I, the undersigned, having examined the site and contract documents titled: **Town of Florence Community Development and Utilities Office Remodel**, propose to furnish all engineering, permitting, labor, materials and equipment to perform all operations necessary to complete the entire work as required by said documents for the stipulated sum of:

TOTAL BID: \$ 79,549 including tax

ADDITIVE BID ALTERNATES

Alternate #1, Exterior Windows: \$ 7000.00

Alternate #2, Exterior Signage: \$ 2500.00

Dahlman Construction [Signature]
Contractor Authorized Signature

41004 N Jackrabbit rd, San Tan Valley 85140
Address

10/31/14
Date

Community Development and Utilities Office Remodel

Gold Horizon Contracting

850 S. Longmore, # 234 Mesa, AZ, 85202

Bid Date & Time: 11/10/14 - 1:00 p.m.

12:54 p.m.
RECEIVED
NOV 10 2014
Florence
Town Clerk's Office
DIX

Florence Community Development & Utilities Office Remodel

Gold Horizon Contracting












ID	Task Name	Duration	Start	Finish	December							January						
					11/9	11/16	11/23	11/30	12/7	12/14	12/21	12/28	1/4	1/11	1/18	1/25		
1	Mobilization	1 day	11/20/14	11/20/14	<div style="text-align: center;">Mobilization</div> <div style="text-align: center;">11/20 11/20</div>													
2	Steel for Window Support	5 days	11/20/14	11/26/14	<div style="text-align: center;">Steel for Window Support</div> <div style="text-align: center;">11/20 11/26</div>													
3	Interior Demo	3 days	11/21/14	11/25/14	<div style="text-align: center;">Interior Demo</div> <div style="text-align: center;">11/21 11/25</div>													
4	Sawcutting at Concrete	1 day	11/24/14	11/24/14	<div style="text-align: center;">Sawcutting at Concrete</div> <div style="text-align: center;">11/24 11/24</div>													
5	Modify Reception Counter	5 days	11/24/14	12/2/14	<div style="text-align: center;">Modify Reception Counter</div> <div style="text-align: center;">11/24 12/2</div>													
6	Demo @ Exterior Windows	10 days	11/25/14	12/10/14	<div style="text-align: center;">Demo @ Exterior Windows</div> <div style="text-align: center;">11/25 12/10</div>													
7	Concrete Demo	1 day	11/25/14	11/25/14	<div style="text-align: center;">Concrete Demo</div> <div style="text-align: center;">11/25 11/25</div>													
8	Underground Plumbing	5 days	11/26/14	12/4/14	<div style="text-align: center;">Underground Plumbing</div> <div style="text-align: center;">11/26 12/4</div>													
9	Doors and Hardware	5 days	12/3/14	12/9/14	<div style="text-align: center;">Doors and Hardware</div> <div style="text-align: center;">12/3 12/9</div>													
10	Dowel at Concrete	1 day	12/5/14	12/5/14	<div style="text-align: center;">Dowel at Concrete</div> <div style="text-align: center;">12/5 12/5</div>													
11	Pour Concrete	1 day	12/8/14	12/8/14	<div style="text-align: center;">Pour Concrete</div> <div style="text-align: center;">12/8 12/8</div>													

Project: Florence Community Develop Date: 11/9/14	Task		Critical Task Progress		Summary	
	Task Progress		Baseline		Project Summary	
	Critical Task		Milestone			









Project Start Date: 11/20/14
Project Finish Date: 1/20/15

Florence Community Development & Utilities Office Remodel

Gold Horizon Contracting

ID	Task Name	Duration	Start	Finish	December							January					
					11/9	11/16	11/23	11/30	12/7	12/14	12/21	12/28	1/4	1/11	1/18	1/25	
12	Metal Stud Framing	5 days	12/9/14	12/15/14													Metal Stud Framing 12/9  12/15
13	Plumbing Rough-In	5 days	12/10/14	12/16/14													Plumbing Rough-In 12/10  12/16
14	Electrical Rough-in	5 days	12/10/14	12/16/14													Electrical Rough-in 12/10  12/16
15	H.V.A.C. Rough-in	2 days	12/10/14	12/11/14													H.V.A.C. Rough-in 12/10  12/11
16	Plywood Cover @ Exterior Windows	1 day	12/11/14	12/11/14													Plywood Cover @ Exterior Windows 12/11  12/11
17	Exterior Windows	3 days	12/12/14	12/16/14													Exterior Windows 12/12  12/16
18	Patch Roof Penetration @ Fan Vent	1 day	12/12/14	12/12/14													Patch Roof Penetration @ Fan Vent 12/12  12/12
19	Interior Windows	1 day	12/16/14	12/16/14													Interior Windows 12/16  12/16
20	Exterior Signage	3 days	12/17/14	12/19/14													Exterior Signage 12/17  12/19
21	Frosted Privacy Film @ Windows	1 day	12/17/14	12/17/14													Frosted Privacy Film @ Windows 12/17  12/17
22	Drywall	3 days	12/17/14	12/19/14													Drywall 12/17  12/19

Project: Florence Community Develop
Date: 11/9/14

Task		Critical Task Progress		Summary	
Task Progress		Baseline		Project Summary	
Critical Task		Milestone			

Project Start Date: 11/20/14
Project Finish Date: 1/20/15

Florence Community Development & Utilities Office Remodel

Gold Horizon Contracting

ID	Task Name	Duration	Start	Finish	December							January					
					11/9	11/16	11/23	11/30	12/7	12/14	12/21	12/28	1/4	1/11	1/18	1/25	
23	Tape and Texture	3 days	12/22/14	12/24/14													Tape and Texture 12/22 12/24
24	Ceramic Tile	5 days	12/22/14	12/30/14													Ceramic Tile 12/22 12/30
25	Replace Damaged Ceiling Tiles	1 day	12/29/14	12/29/14													Replace Damaged Ceiling Tiles 12/29 12/29
26	Painting	5 days	12/29/14	1/2/15													Painting 12/29 1/2
27	Plumbing Fixtures	2 days	12/31/14	1/1/15													Plumbing Fixtures 12/31 1/1
28	Toilet Accessories	1 day	1/5/15	1/5/15													Toilet Accessories 1/5 1/5
29	Rubber Base	1 day	1/5/15	1/5/15													Rubber Base 1/5 1/5
30	Carpet and VCT	5 days	1/5/15	1/9/15													Carpet and VCT 1/5 1/9
31	H.V.A.C. Trim	1 day	1/5/15	1/5/15													H.V.A.C. Trim 1/5 1/5
32	Light Fixtures	3 days	1/5/15	1/7/15													Light Fixtures 1/5 1/7
33	Electrical Trim	1 day	1/8/15	1/8/15													Electrical Trim 1/8 1/8

Project: Florence Community Develop Date: 11/9/14	Task	Critical Task Progress	Summary
	Task Progress	Baseline	Project Summary
	Critical Task	Milestone	

Project Start Date: 11/20/14
Project Finish Date: 1/20/15

Florence Community Development & Utilities Office Remodel Gold Horizon Contracting

ID	Task Name	Duration	Start	Finish	December							January					
					11/9	11/16	11/23	11/30	12/7	12/14	12/21	12/28	1/4	1/11	1/18	1/25	
34	Seal VCT	1 day	1/12/15	1/12/15										Seal VCT 1/12 1/12			
35	Cleaning	1 day	1/13/15	1/13/15										Cleaning 1/13 1/13			
36	Substantial Completion	0 days	1/13/15	1/13/15										Substantial Completion 1/13			
37	Punch List	5 days	1/14/15	1/20/15										Punch List 1/14 1/20			
38	Final Completion	0 days	1/20/15	1/20/15										Final Completion 1/20			

Project: Florence Community Develop Date: 11/9/14	Task	Critical Task Progress	Summary
	Task Progress	Baseline	Project Summary
	Critical Task	Milestone	

Project Start Date: 11/20/14
Project Finish Date: 1/20/15

CPB'S

RECEIVED
NOV - 7 2014
Florence
Town Clerk's Office

COMMUNITY DEVELOPMENT
& UTILITIES OFFICE REMODEL.

3:50 pm
wyjffung

LISA GARCIA



BID FORM

BID NO.: N/A

Town of Florence Community Development and Utilities Office Remodel

I, the undersigned, having examined the site and contract documents titled: **Town of Florence Community Development and Utilities Office Remodel**, propose to furnish all engineering, permitting, labor, materials and equipment to perform all operations necessary to complete the entire work as required by said documents for the stipulated sum of:

TOTAL BID: \$ 78,300.00

ADDITIVE BID ALTERNATES

Alternate #1, Exterior Windows: \$ 8,700.00

Alternate #2, Exterior Signage: \$ 13,800.00
24" CAST ALUM

CEILING TILE ALLOWANCE \$ 1,285.00 NOT INCLUDED IN TOTAL

ALTERNATE #3 EXTERIOR PAINT \$ 4,400.00

CACTUS PINE BUILDERS

Contractor

Fred Rudell
Authorized Signature

3384 S BOWMAN RD AS AZ 85119

Address

11/7/14

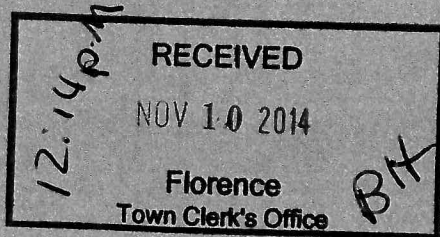
Date

Fred@CACTUSPINEBUILDERS.COM

90 DAY BUILD SCHEDULE

Community Development & Utilities Office Remodel

Lisa Garcia, Town Clerk
Florence Town Hall
775 N. Main St.
Florence, AZ 85132



BID FORM

BID NO.: N/A

Town of Florence Community Development and Utilities Office Remodel

I, the undersigned, having examined the site and contract documents titled: **Town of Florence Community Development and Utilities Office Remodel**, propose to furnish all engineering, permitting, labor, materials and equipment to perform all operations necessary to complete the entire work as required by said documents for the stipulated sum of:

TOTAL BID: \$ 74,950⁰⁰

ADDITIVE BID ALTERNATES

Alternate #1, Exterior Windows: \$ 30,608⁰⁰

Alternate #2, Exterior Signage: \$ 16,372⁰⁰

ACKNOWLEDGE ADDENDA:

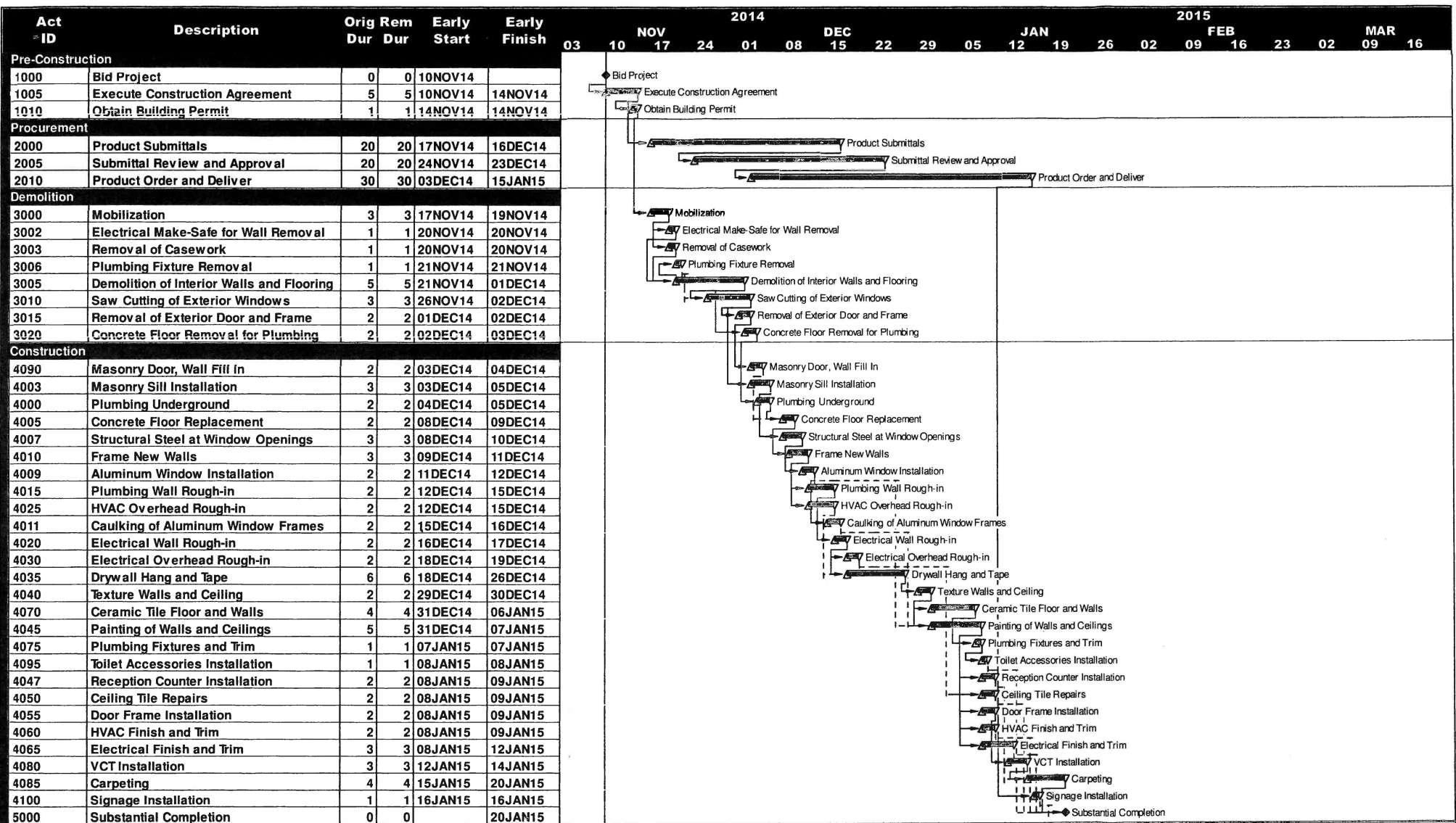
ONE - DATED NOV. 4, 2014
TWO - DATED NOV. 7, 2014

OVERTON BUILDERS, LLC
Contractor

Roger D. Overton
Authorized Signature

1400 N. GILBERT ROAD, SUITE K., GILBERT, AZ 85234
Address

NOVEMBER 10, 2014
Date




Start date 10NOV14
 Finish date 20JAN15
 Data date 10NOV14
 Run date 06NOV14
 Page number 1A



TOWN OF FLORENCE COMMUNITY DEVELOPMENT & UTILITIES REMODEL
OVERTON BUILDERS, LLC
 November 10, 2014

- Early bar
- Early start point
- Early finish point
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7e.
MEETING DATE: November 17, 2014 DEPARTMENT: Fire Department STAFF PRESENTER: Peter Zick, Fire Chief SUBJECT: Acceptance of grant funds awarded to Fire Department from Firehouse Subs Public Safety Foundation		<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 accept funds from the Firehouse Subs Public Safety Foundation in the amount of \$12,588.80 to purchase emergency rescue equipment.

BACKGROUND/DISCUSSION:

This grant was awarded to the Florence Fire Department by the Firehouse Subs Public Safety Foundation to purchase equipment that would predominantly be used for rescues involving rising flood water.

FINANCIAL IMPACT:

The Firehouse Subs Public Safety Foundation is awarding \$12,588.80 to purchase the emergency rescue equipment for the Florence Fire Department wants. The amount awarded was based on a price obtained by the Department from a vendor; there is no required match.

STAFF RECOMMENDATION:

Staff recommends that Council accept the funds from the Firehouse Subs Public Safety Foundation in an amount of \$12,588.80.

ATTACHMENTS:

Grant agreement
List of equipment to be purchased



Firehouse Subs Public Safety Foundation, Inc.

3400 Kori Road Jacksonville, Florida 32257

**MEMO OF UNDERSTANDING
October 31, 2014**

Funding Agreement

Firehouse Subs Public Safety Foundation will award a check to the **Town of Florence Fire Department** for **\$12,588.80** to be used toward the direct purchase of **safety harnesses, ropes, stokes basket, victim harness, personal protective equipment, personal flotation devices, various ascenders and descenders and pulleys.**

Firehouse Subs Public Safety Foundation Responsibilities

- Firehouse Subs Public Safety Foundation will issue a check in the exact amount of **\$12,588.80** as per requested in the grant application and approved by our board of directors to be used for the procurement of **safety harnesses, ropes, stokes basket, victim harness, personal protective equipment, personal flotation devices, various ascenders and descenders and pulleys.**

Town of Florence Fire Department Responsibilities

- Confirm check receipt from Firehouse Subs Public Safety Foundation by email
- Provide Firehouse Subs Public Safety Foundation with copies of paid invoices verifying **Town of Florence Fire Department** payables to the vendor(s) as per the submitted quote(s) in the application
- Provide Firehouse Subs Public Safety Foundation with all SIGNED packing slips confirming receipt of equipment
- In the event that the funds allocated exceed the total of all purchases, all excess funds will be returned to Firehouse Subs Public Safety Foundation
- If purchases exceed funding, **Town of Florence Fire Department** is responsible for the additional amount
- **VERY IMPORTANT:** Deadline for submitted documentation is April 31, 2015

Firehouse Subs Public Safety Foundation

Date

Town of Florence Fire Department Representative

Date

Town of Florence Fire Department Representative Name (Print)

Date

(phone) 602-453-3911
 (toll free) 877-453-3911
 (fax) 602-453-3910
 azsales@lncurtis.com

L.N.CURTIS & SONS

TOOLS FOR HEROES® since 1929

Southwest Division
 4647 South 33rd St.
 Phoenix, AZ 85040
 www.LNCURTIS.com

QUOTATION

DATE 07/28/14	TERMS NET 30 DAYS	F.O.B. DEST BT	BASE CODE	QUOTATION NO. 5034187-00
------------------	----------------------	-------------------	-----------	-----------------------------

TO: TOWN OF FLORENCE FIRE DEPT
 ATTN BC JAKE SAMPLE
 72 EAST 1ST STREET
 FLORENCE, AZ 85132

This quotation subject to acceptance within 30 days. Shipment contingent upon strikes, fires, accidents or other delays beyond reasonable control for the company. L.N. Curtis and Sons retains ownership and title to all equipment until fully paid for in legal money of the United States of America. All prices quoted subject to applicable Federal, State, County or City Taxes and Licenses.

L.N. CURTIS AND SONS

By BRENDON NORTON

QUANTITY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	EA	501057 CMC	. THANK YOU FOR THIS OPPORTUNITY TO PROVIDE GRANT BUDGET PRICING. PLEASE CONTACT OUR OFFICE FOR FIRM PRICING AT TIME OF ORDER. . TRAVIS SPARKS -(520)-709-6360 or TSPARKS@LNCURTIS.COM BRENDON NORTON -(877)-453-3911 or BNORTON@LNCURTIS.COM . *TRANSPORATION IS INCLUDED IN BELOW PRICING. . ROPE RESCUE TEAM KIT CONS OF: 4ea PRINCETON TECH EOS II HEADLAMP 4ea CMC RESCUE MULTI-LOOP STRAP, LAR 4ea CMC PROSERIES HARNESS COMBO, REG 4ea CMC RESCUE GLOVES, LAR 4ea CMC RESCUE 8 W/ EARS, ALUM 4ea PETZL VERTEX VENT HELMET, RED 4ea ESS STRIKETEAM XTO RESCUE GOGGLES 4ea CMC RESCUE PRO POCKET, BLUE 4ea CMC PERSONAL GEAR BAG, RED 2ea 20 ft. X 1 in TUBULAR WEB, RED 2ea 12 ft. X 1 in TUBULAR WEB, YEL 2ea CMC RESCUE ANCHOR STRAP, MED 2ea CMC RESCUE ANCHOR STRAP, LAR 1ea CMC RESCUE PICK - OFF STRAP 2ea CMC LOAD RELEASE STRAP 1ea CMC RESCUE ETRIER W/ TIE - IN, RED 1ea CMC PROSERIES LIFESAVER VICTIM HARNESS 1ea 150 ft. X 1/2 in. CMC RESCUE LIFETIME, ORA 1ea 150 ft. X 1/2 in. CMC RESCUE LIFETIME, RED 5ea 6 ft. X 8 mm PRUSIK CORD, GREEN 10ea 5 ft. X 8 mm PRUSIK CORD, RED 1ea CMC RESCUE EDGE PAD, LAR 4ea CMC RESCUE EDGE GUARDS, LAR 1ea ULTRA-PRO 4 EDGE PROTECTOR 11ea CMC PROSERIES SCREW-LOCK CARABINER, BRITE 3ea CMC PROTECH OVAL, RED 13ea CMC PROTECH MANUAL-LOCK CARABINER, SLATE 4ea CMC PROSERIES MANUAL-LOCK CARABINER, SLATE 1ea CMC PROTECH AUTO-LOCK CARABINER, RED	9535.00	9535.00
Continued					

(phone) 602-453-3911
 (toll free) 877-453-3911
 (fax) 602-453-3910
 azsales@lncurtis.com

L.N.CURTIS & SONS

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Southwest Division
 4647 South 33rd St.
 Phoenix, AZ 85040
 www.LNCURTIS.com

QUOTATION

DATE 07/28/14	TERMS NET 30 DAYS	F.O.B. DEST BT	BASE CODE	QUOTATION NO. 5034187-00
------------------	----------------------	------------------------	-----------	-----------------------------


TO: TOWN OF FLORENCE FIRE DEPT
 ATTN BC JAKE SAMPLE
 72 EAST 1ST STREET
 FLORENCE, AZ 85132

This quotation subject to acceptance within 30 days. Shipment contingent upon strikes, fires, accidents or other delays beyond reasonable control for the company. L.N. Curtis and Sons retains ownership and title to all equipment until fully paid for in legal money of the United States of America. All prices quoted subject to applicable Federal, State, County or City Taxes and Licenses.

L.N. CURTIS AND SONS

By BRENDON NORTON

QUANTITY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			5ea CMC PROSERIES 2 - 1/4 in. PULLEY 1ea CMC ANCHOR PLATE, ALUMINUM 1ea CMC RESCUE RACK 2ea GIBBS ASCENDER, 1/2 in. ALUMINUM 4ea QUICK LINK, DELTA 1ea CMC RESCUE #2 ROPE BAG, ORA 1ea CMC RESCUE #2 ROPE BAG, RED 1ea CMC RESCUE STRECHER PACK 1ea CMC RESCUE SHASTA RED, W/ SHOULDER STRAPS 1ea CMC RESCUE TRUCK CACHE 1ea CMC PRO STRECHERS HARNESS 1ea CMC RESCUE PATIENT TIE-IN SYSTEM, ONE PIECE 1ea CMC RESCUE PATEINT TIE-IN SYSTEM, PELVIC HARNESS 1ea CMC PROSERIES SS STRECHER, TAPERED, FRAME ONLY 1ea CMC STRECHER INSERT, MESH .		
4	EA	346203 CMC	KASK RED SUPER PLASMA HELMET	128.25	513.00
8	EA	40025.01.101 NRS	RAPID RESCUER PFD, RED	197.00	1576.00
Sub Total					11624.00
Sales Tax					964.80
Total					12588.80

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7f.
MEETING DATE: November 17, 2014 DEPARTMENT: Public Works Department STAFF PRESENTER: Wayne Costa, P.E. Public Works Director SUBJECT: Agreements with APS for Streetlight Pole Use License, Energy and Maintenance		<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"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to approve and execute the Streetlight Pole Use License, Streetlight Energy and Streetlight Maintenance Agreements with Arizona Public Service (APS).

BACKGROUND/DISCUSSION:

For the past decade the Town of Florence has had a Streetlight Agreement with APS on Pole Use License, Energy and Maintenance; all of which were incorporated in one Agreement. Consequently, APS has provided three separate agreements to address these issues in the event that the Town chooses to self-perform these services or retain others and also to provide a weighted maintenance fee.

The Pole Use Agreement allows the Town to attach its streetlights to APS poles. The Streetlight Energy Agreement allows the Town to procure energy from APS for the Town owned streetlights. The Maintenance Agreement allows the Town to have APS construct and maintain the streetlights for the Town. Note that there will be a decrease in cost for maintenance of the light to \$2.35 per light versus a \$2.91 cost per existing light, resulting from a blending costs for rural communities throughout Arizona.

Since the inception of the previous Streetlight Agreement in 2003, both APS and the Town have performed admirably in the quality and scheduling of services for pole use and maintenance while APS performance is basically guaranteed and within the time frames of the Agreement as well as in emergency response scenarios.

FINANCIAL IMPACT:

None, the fiscal year budget establishes budgetary impacts on energy usage, maintenance and pole replacement.

RECOMMENDATION:

Staff recommends approval of the Pole Use License, Energy and Maintenance Agreements with APS as a result of past performance, similar methodology in use historically and reduced maintenance costs.

ATTACHMENTS:

- Streetlight Pole Use License Agreement
- Streetlight Energy Agreement
- Streetlight Maintenance Agreement

STREETLIGHT POLE USE LICENSE AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

TOWN OF FLORENCE

APS CONTRACT NO. _____

TOWN OF FLORENCE CONTRACT NO. _____

DRAFT

STREETLIGHT POLE USE LICENSE AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

TOWN OF FLORENCE

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STREETLIGHT POLE USE LICENSE AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
TOWN OF FLORENCE

1. PARTIES

The parties to this Streetlight Pole Use License Agreement (“License Agreement”) are TOWN OF FLORENCE, an Arizona municipal corporation, (“Town”), and ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation (“APS”), hereinafter referred to individually as “Party” and collectively as the “Parties.”

2. RECITALS

2.1 The Parties have entered into a streetlight sales agreement (APS Contract No. 200200135 dated April 7, 2003) in which Town has purchased streetlight facilities from APS within the existing Town boundaries.

2.2 Additionally, the Parties entered into: i) a Streetlight Services Agreement (APS Contract No. 200200136 dated April 7, 2003) pursuant to which APS sells energy to Town for the Streetlight Facilities; pursuant to which APS operates and maintains Town’s Streetlight Facilities within APS’ service territory; pursuant to which Town’s Streetlight Facilities are allowed to be attached to APS’ electric distribution poles (aka the “Energy, Streetlight Construction and Maintenance and Pole Use License Agreements”).

2.3 The Parties now desire to enter into this License Agreement pursuant to which the Town may attach its streetlights to APS’ electric distribution poles.

2.4 The Parties desire that this License Agreement replace and supersede the Former Streetlight Services Agreement dated April 7, 2003.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises, covenants, and provisions contained herein, and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the Parties do hereby covenant, promise and agree as follows:

3. DEFINITIONS

When initially capitalized in this License Agreement or amendments thereto, the following words or phrases shall have the meanings specified:

- 3.1 ACC: Arizona Corporation Commission.
- 3.2 Annual Attachment Fee: The fee set forth in Exhibit A assessed annually for attachment of Streetlight Facilities to each APS Pole.
- 3.3 APS Pole(s): Electric distribution poles owned by APS for which APS authorizes the attachment of the Streetlight Facilities.
- 3.4 Due Date: The thirtieth (30th) calendar day after the invoice date.
- 3.5 Effective Date: The date specified in Section 22, Execution and Effective Date.
- 3.6 Interest: The per annum rate of 18% compounded monthly.
- 3.7 Joint Pole Participant: Any entity with whom APS has entered into an agreement or arrangement to reciprocally own and furnish poles for joint use and by which both parties have agreed to a method of pro-rating the fully allocated costs of ownership and maintenance of such joint use facilities, including the safety space and supporting structure.
- 3.8 License: A revocable, nonexclusive authorization to attach Streetlight Facilities to APS Poles, subject to the terms of this License Agreement. Such License(s) shall be issued by APS, in its sole discretion.
- 3.9 Other Licensee(s): Any entity, other than Town, whom APS has authorized under any agreement or arrangement to attach its facilities to APS' Poles, for any purpose.

- 3.10 Point of Delivery: The point where energy is delivered shall be where APS' electric service wire connects to (i) Town's electric service wire, one foot beyond the end of the mast arm for overhead service to the streetlight or, (ii) at the Town's protection fuse installed in the APS-owned secondary junction box for underground service to the streetlight or, (iii) at the Town's electric service protection fuse or termination point located in the hand-hole of the Town Pole for underground service to the streetlight when no APS-owned secondary junction box exists or, (iv) five (5) feet from the Town Pole for underground service when there is no hand-hole on the Town Pole or an APS-owned secondary junction box.
- 3.11 Streetlight Facilities: The facilities owned by the Town (within APS' service territory) and generally described as metal streetlight poles dedicated only to streetlighting that may support APS' secondary conductors serving the streetlights and no other attachment(s); mast arms; luminaires and lamps; protection fuses; photo controls; external ballasts; and electric service wires which extend from the luminaires of the individual streetlight installation to the Point of Delivery.

4. LICENSE FOR ATTACHMENT TO POLES

- 4.1 Grant of License: Subject to the terms and the other provisions of this License Agreement, APS hereby grants to Town a License to maintain the location of those Streetlight Facilities which, on the Effective Date of this License Agreement, are attached to APS Poles, in the location that they are then attached. Further, APS agrees to issue to Town, upon its request, from time to time, subsequent to the Effective Date of this License Agreement, new Licenses authorizing the attachment of Town owned Streetlight Facilities to various APS Poles as designated by APS in its sole discretion.
- 4.2 Other Rights Reserved:

4.2.1 Neither the use of APS Poles as authorized herein nor payment of any fees or charges required under this License Agreement shall create or vest in Town any ownership or property rights in such APS Poles. Town's right here in shall be and remain a license. Neither this License Agreement nor any License granted, or which may be granted, hereunder shall constitute an assignment of any of APS' rights to use any public thoroughfare or other public or private property at the location of APS Poles.

4.2.2 Nothing contained in this License Agreement shall be construed to compel APS to construct, retain, extend, place, or maintain APS electric distribution poles or other facilities for the benefit of Town which are not needed for APS' own service requirements. If it becomes necessary or desirable to relocate or remove APS Poles, APS will notify Town of the need to relocate or remove Town's Streetlight Facilities located thereon thirty (30) calendar days prior to such relocation or removal; except that in an emergency, the notice will be provided within thirty (30) calendar days after the relocation or removal. APS will perform the relocation or removal of the Streetlight Facilities located on APS Poles. The relocation or removal will be at Town's expense in accordance with Exhibit B, unless such relocation or removal is made at APS' request or convenience. If APS relocates or removes its APS Poles at the request of Town or a third party, Town or the third party (as the case may be) shall be responsible to pay the costs of relocating or removing the Streetlight Facilities located thereon. Where the APS Pole has been knocked down, all requests for re-installing Streetlight Facilities on the re-installed APS Pole, or installing new Streetlight Facilities on an APS Pole, shall be

requested in writing by Town. At Town's request, APS will provide the Town with a project-specific cost estimate or unit cost estimate of the work to be done. APS shall not commence the work until such estimate has been paid by Town, except that APS, at its sole option, may accept a letter of understanding (prior to any work being performed by APS) in which Town commits to pay APS for such services upon completion of the services.

4.2.3 Nothing contained in this License Agreement shall be construed as a limitation, restriction, or prohibition against APS with respect to any agreement and/or arrangement which APS has previously entered into or may in the future enter into with any third parties regarding the APS Poles covered by this License Agreement. The rights of Town shall be subject to an existing agreement and/or arrangement, entered into prior to installation of the Streetlight Facilities, but shall have priority over any such future agreement(s) and/or arrangement(s) entered into after the installation of the Streetlight Facilities.

4.2.4 No License granted hereby or in the future under this License Agreement shall extend to any of APS' electric distribution poles where the placement of the Streetlight Facilities would result in terminating the rights of APS, Other Licensees, and/or Joint Pole Participants, to occupy the property on which such electric distribution poles are located. If the existence of the Streetlight Facilities on APS Poles would cause a termination of the right of APS, Other Licensees, and/or Joint Pole Participants, or any of them, to occupy such property, upon the written consent of Town which shall not be unreasonably withheld, APS shall be authorized to remove the

Streetlight Facilities at Cities expense. The removal costs will be in accordance with Exhibit B

4.3 Annual Attachment Fees:

4.3.1 The Annual Attachment Fee shall be as specified in Exhibit A hereto.

4.3.2 The Annual Attachment Fee shall be adjusted effective January 1 of each year. The amount of such adjustments shall be calculated by utilizing the cost index numbers from the most recent edition of the Handy Whitman Index of Public Utility Construction Costs (“H/W Index”), Plateau Region (E-5), Distribution Plant; Poles, Towers and Fixtures (FERC Account No. 364). The percentage of change in the annual average index numbers will be applied to the previous year’s Annual Attachment Fee to determine the current year’s Annual Attachment Fee, effective January 1st of each year. The initial Annual Attachment Fee for attachments in existence prior to the Effective Date of this License Agreement shall be assessed at the annual rate set forth in Section 4.3.1 above, prorated from the effective date of this License Agreement to the end of the initial calendar year.

4.3.3 The total Annual Attachment Fee assessed as of the beginning of each anniversary of the Effective Date shall be based upon the total number of licensed APS Poles on record, multiplied by the Annual Attachment Fee effective for that year. The total number of pole attachments on record shall be the number of pole attachments for which a License has been issued, less the number of pole attachments whose License has been terminated, as of the last day of the previous year.

4.3.4 APS shall use good faith efforts to provide written notice to Town of APS’ intent to adjust the Annual Attachment Fee and the amount of such

adjustment 60 calendar days prior to the adjustment.

4.4 Limitation of Liability and Reservation of Rights:

APS shall not be liable to Town for any special, incidental, indirect, or consequential loss or damage arising out of Town's use of APS Poles and/or Streetlight Facilities being located thereon. APS reserves to itself, its successors and assigns, the right to locate and maintain its poles, including the APS Poles, and to operate its facilities in such a manner as will best enable APS to fulfill its electric service requirements.

5. TERM

This License Agreement shall remain in effect until terminated in accordance with the Termination section below.

6. TERMINATION

6.1 Termination at Will: Either Party has the right to terminate this Agreement at any time and for any reason by giving the other Party ninety (90) days advanced written notice for the termination

6.2 Termination for Default: If Town or APS fails to comply with any of the terms and conditions of this License Agreement or defaults in any of its obligations under this License Agreement, and fails within thirty (30) days after the date of written notice from Town or APS to correct such noncompliance or default, Town or APS may, at its option and in addition to any other rights or remedies it may have, immediately terminate this License Agreement issued pursuant hereto, under which such noncompliance or default has occurred.

6.3 Removal of Streetlight Facilities Following Termination:

6.3.1 In the event of termination of this License Agreement and/or any License(s), APS may remove Town's Streetlight Facilities from APS

Poles affected by such termination; provided, however, that Town shall be liable for and pay all applicable attachment fees to APS until the Streetlight Facilities are actually removed from APS Poles. Town shall pay APS for the removal of Town's Streetlight Facilities from APS Poles as specified in Exhibit B.

6.4 Cancellation By Town: The Parties hereto acknowledge that this License Agreement is subject to cancellation by the Town for a conflict of interest pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

7. DESIGNATED REPRESENTATIVES AND NOTICES

7.1 Designated Representatives: All communications relating to the day-to-day activities under this License Agreement shall be exchanged between the following designated representatives who are authorized to act on behalf of that Party. Either Party may change said designated representatives from time to time by giving advance written notice.

APS:
Arizona Public Service Company
Attention: TBD

TOWN:
Town of Florence
Street Transportation Department
Director
Telephone:
FAX:
E-mail:

7.2 Notices: Any legal notices and communications required or provided for hereunder shall be in writing and shall be sent by first class, registered, certified or express mail, return receipt requested, postage prepaid, or by comparable delivery service, or by hand, or by facsimile (with the original sent by first class mail) to the following:

To APS:
Arizona Public Service Company
Office of Corporate Secretary
400 N. 5th Street, Station 8602

To TOWN:
Town of Florence
Town Attorney

Phoenix, Arizona 85004

With a copy to:

Arizona Public Service Company
Attention: Outdoor Lighting
Station 3536
P.O. Box 53999
Phoenix, AZ 85072-3999

Town of Florence
Street Transportation
Director

7.3 Invoices and Payments: Invoices and payments pursuant to this License

Agreement shall be sent to:

Arizona Public Service Company
P.O. Box 53920, STA 9996
Phoenix, AZ 85072-3920

Town of Florence
Streetlight Administrator

8. FISCAL YEAR

The obligation of Town to make any payments hereunder is subject to the provisions of the Arizona State Budget Law and Town Code provisions which require that the Town Council make necessary appropriations for such payments in each fiscal year. Town shall take all steps reasonably available to it to cause such payments to be included in its budget presented to Town Council each fiscal year in the form of an appropriation for monies that will be due under this License Agreement during the subsequent year.

However, the foregoing does not alter Town's obligation to pay for services actually received, nor does it change APS' right to terminate this License Agreement for non-payment in accordance with the Termination section above.

9. UNCONTROLLABLE FORCES

9.1 Definition: An "Uncontrollable Force" shall mean any cause beyond the control of the Party affected, including but not restricted to failure of or threat of failure of facilities, flood, earthquake, geohydrologic subsidence, tornado, storm, fire,

lightning, epidemic, war, riot, commotion, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority (whether valid or invalid), and action or nonaction by or inability to obtain or keep the necessary authorizations or approvals from any governmental agency or authority, which by exercise of due diligence it shall be unable to overcome. It is the intent of the Parties that the foregoing examples shall not be used as a limitation on the term “uncontrollable force” in interpreting or construing this License Agreement. Rather the Parties intend a liberal interpretation of the term and accordingly intend that in questions of assumption of risk or contingencies, whether foreseen or not, the presumption shall be that risks not explicitly assumed by a Party are not assumed by said Party if, in fact, they are uncontrollable even with foresight.

9.2 Effect of Uncontrollable Force: If either Party, by reason of an Uncontrollable Force, is rendered unable, wholly or in part to perform its obligations under this License Agreement, then upon said Party giving notice and particulars of such Uncontrollable Force in writing to the other Party promptly after learning thereof, the obligations of said Party so far as they are affected by such Uncontrollable Force shall be suspended during the continuance of any inability so caused but for no longer period and the effects of such cause shall, so far as possible, be remedied with all reasonable dispatch. However, nothing contained herein shall be so construed as to require a Party to settle any strike or labor dispute in which it may be involved. The affected Party shall not be responsible for its delay in performance under this License Agreement during delays caused by an Uncontrollable Force nor shall such Uncontrollable Force give rise to a claim for damages or constitute default.

9.3 **Uncontrollable Force Limit:** If a Party's obligation to perform is suspended for a period of ninety (90) continuous calendar days due to an Uncontrollable Force, or for any other reason, the other Party shall have all rights and remedies of law and equity, including but not limited to, the right to terminate this Agreement.

10. **NON-WAIVER**

The failure of either Party to insist upon strict performance of any of the provisions of this License Agreement, or to exercise any of the rights or remedies provided by this License Agreement, or any delay in the exercise of any of the rights or remedies, shall not release either Party from any of the responsibilities or obligations imposed by law or by this License Agreement, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of this License Agreement.

11. **BILLING, PAYMENT AND TAXES**

11.1 **Annual Attachment Fee:** The initial total Annual Attachment Fee shall be payable within thirty (30) calendar days of the Effective Date of the License. Thereafter, the total Annual Attachment Fee shall be payable in advance, as of the first day of January of the applicable year.

11.2 **Payment:** APS shall receive payment from Town on or before the Due Date. Payment shall be mailed to the address specified in Section 7.3. Amounts which are not paid when due shall bear Interest from the Due Date until such time as payment is received by APS.

11.3 **Disputed Bill:** If any portion of any bill is disputed, the undisputed amount shall be paid when due.

11.4 **Delinquent Bill:** If Town's bill becomes delinquent, due to non-payment for a period of thirty (30) days after the invoice date, APS shall have the right at its option:

11.4.1 To exercise any remedy provided by law, including immediate termination of this License Agreement. Suspension and/or termination shall not relieve Town of its obligation to pay any amounts previously due nor shall such suspension or cancellation invalidate any other agreement with Town.

11.4.2 To charge interest at the rate of 18% per annum for all charges unpaid after the thirty (30) day period until the past due charges, including interest accrued thereon, are paid in full.

The failure of APS to exercise such sanction shall not constitute a waiver by APS of any rights hereunder.

11.5 Taxes: Town shall pay any and all applicable sales tax, transaction privilege tax, use tax or like tax assessed or assessable as the result of APS providing services hereunder.

12. ANNEXATION AND ACQUISITION OF ADDITIONAL STREETLIGHT FACILITIES

If Town annexes additional property or additional Streetlight Facilities, the terms and conditions of this License Agreement will apply upon the effective date of said annexation or purchase.

13. GOVERNING LAW AND VENUE

This License Agreement shall be governed, construed and enforced in accordance with the substantive laws of the State of Arizona. Any suit to enforce this License Agreement shall be brought in the Superior Court of Maricopa County.

14. SEVERABILITY

If any provision of this License Agreement is determined by a court of competent jurisdiction to be unenforceable or illegal, then said provision(s) or amendments thereto

shall be severed from this License Agreement and the remainder shall continue in full force and effect unless otherwise mutually agreed between the Parties.

15. ASSIGNMENT

Neither Party shall assign its rights, nor delegate its duties, or otherwise dispose of any right, title, or interest in all or any part of this License Agreement, or assign any monies due or payable hereunder without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may, without the need for consent from the other Party, (a) transfer, pledge, or assign this License Agreement as security for any financing; (b) transfer, assign or delegate this License Agreement or its rights hereunder or delegate or subcontract its obligations hereunder to an affiliated entity, parent entity or subsidiary of such Party, or (c) transfer, assign or delegate this License Agreement to any person or entity succeeding to all or substantially all of the assets of such Party. To the extent a transfer does not require consent, the transferring Party shall provide notice within thirty (30) calendar days to the other Party of the transfer and the effective date thereof. Any transfer in violation of this Section 15 shall be deemed null and void.

16. NO THIRD PARTY BENEFICIARIES

APS acknowledges and represents that Section 15 of this License Agreement entitled, "ASSIGNMENT," is not intended to and does not create any claims, rights, remedies, or benefits exercisable by any third party.

Town acknowledges and represents that this License Agreement is not intended to and does not create any claims, rights, remedies, or benefits exercisable by any third party and that neither APS nor Town undertakes any responsibility or obligation to any third party by virtue of this License Agreement, and neither shall be liable to any third party by

virtue of the nature, location, quality or quantity of streetlights, or other cause arising directly or indirectly out of this License Agreement or its performance by either Party.

17. SURVIVABILITY OF OBLIGATIONS AND LIABILITIES

The covenants, representations, indemnifications and warranties of the Parties unless otherwise expressly provided shall survive the expiration or termination of this License Agreement.

18. PRECEDENCE

18.1 Order of Precedence: In the event of conflict between this License Agreement and any referenced document, the order of precedence shall be this License Agreement followed by any other referenced document, in the order in which they are referenced in the Table of Contents.

18.2 Amended Documents: Any amendment shall have priority over the document it amends, and any amended document shall have the same precedence classification as stated in Section 18.1.

19. ENTIRE AGREEMENT, MODIFICATION

This License Agreement shall constitute the entire agreement between the Parties and shall supersede all prior contracts, proposals, representations, negotiations, or letters pertaining to the subject matter of this License Agreement, whether written or oral, including the Original Streetlight Services Agreement. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not set forth in this License Agreement and this License Agreement shall only be modified by an amendment signed by both Parties. The terms of this Section shall in no way effect the obligation of Town to pay amounts due under the Original Streetlight Services Agreement; provided that the payments are for use of APS Poles rendered before the Original Streetlight Services Agreement was superseded by this License

Agreement. This License Agreement includes all documents attached hereto and incorporated herein by reference. Specifically included as exhibit to this License Agreement and attached hereto are the following:

Exhibit A – Annual Attachment Fee

Exhibit B – Removal Costs

20. INDEMNIFICATION

Notwithstanding anything to the contrary contained in that certain Franchise Agreement between the Parties hereto, each Party making a covenant, agreement, representation or warranty in this License Agreement shall indemnify and hold harmless the Party for whose benefit such covenant, agreement, representation or warranty is made, against any and all injury, loss, cost, damage, or expense of any kind (including reasonable attorney's fees) resulting from any breach of any such covenant, agreement, representation or warranty; provided however that such injury, loss, cost, damage or expense is not the result of negligence, willful misconduct or a breach of this License Agreement by the Party to be indemnified.

Town hereby waives the notice requirement of A.R.S. § 12-821.01.

21. LEGAL REQUIREMENTS

21.1 Laws and Regulations: The Parties shall at all times observe and comply with all applicable laws, ordinances, statutes, rules or regulations including without limitation those of OSHA and the National Electrical Safety Code, which in any manner relate to any rights and obligations under this License Agreement.

21.2 Safety Statute: Nothing contained in this License Agreement shall be construed in any way to limit, restrict, substitute, or waive, in whole or in part, any of the Parties' obligations under Article 6.4, HIGH VOLTAGE POWER LINES AND SAFETY RESTRICTIONS, of Section 1, Title 40, Chapter 2 of the Arizona

Revised Statutes, or any other laws, regulations, codes, standards, or industry practices pertaining to activities near overhead electric lines.

22. EXECUTION AND EFFECTIVE DATE

Each Party to this License Agreement hereby represents and warrants that (i) it has full authority to enter this License Agreement and to perform all responsibilities and obligations thereunder and that all necessary actions, if any, to authorize the execution, delivery and performance of this License Agreement have been taken, (ii) the person executing this License Agreement on its behalf has been duly authorized to execute this License Agreement, and (iii) this License Agreement constitutes legally binding and enforceable obligations of such Party. This License Agreement shall be effective as of the 1st day of _____.

ARIZONA PUBLIC SERVICE COMPANY

SIGNATURE: _____

NAME: _____

TITLE: _____

**TOWN OF FLORENCE,
Town Manager**

SIGNATURE: _____

NAME: _____

TITLE: _____

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

DRAFT

EXHIBIT A

STREETLIGHT POLE USE LICENSE AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
TOWN OF FLORENCE

ANNUAL ATTACHMENT FEE

Commencing January 1, 20__, the Annual Attachment Fee for calendar year 20__ shall be \$0.00
per APS Pole.

DRAFT

EXHIBIT B

STREETLIGHT POLE USE LICENSE AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
TOWN OF FLORENCE

REMOVAL COST

A project-specific cost estimate or unit cost estimate shall be provided by APS. APS shall supply Town at Town's request with a cost estimate of the work to be done, but APS shall not commence work until such estimate has been paid by Town, except that APS, at its sole option, may accept a letter of understanding (prior to any work being performed by APS) in which Town commits to pay APS for such services upon completion of the services.

DRAFT

STREETLIGHT ENERGY AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

TOWN OF FLORENCE

APS CONTRACT NO. _____

TOWN OF FLORENCE CONTRACT NO. _____

DRAFT

STREETLIGHT ENERGY AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

TOWN OF FLORENCE

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STREETLIGHT ENERGY AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
TOWN OF FLORENCE

1. PARTIES

The parties to this Streetlight Energy Agreement (the “Energy Agreement”) are TOWN OF FLORENCE, an Arizona municipal corporation (“Town”), and ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation (“APS”), hereinafter referred to individually as “Party” and collectively as the “Parties.”

2. RECITALS

2.1 The Parties have entered into a streetlight sales agreement (APS Contract No. 200200135 dated April 7, 2003) in which Town has purchased streetlight facilities from APS within the existing Town boundaries.

2.2 Additionally, the Parties entered into: i) a Streetlight Services Agreement (APS Contract No. 200200136 dated April 7, 2003) pursuant to which APS sells energy to Town for the Streetlight Facilities; pursuant to which APS operates and maintains Town’s Streetlight Facilities within APS’ service territory; pursuant to which Town’s Streetlight Facilities are allowed to be attached to APS’ electric distribution poles (aka the “Energy, Streetlight Construction and Maintenance and Pole Use License Agreements”).

2.3 The Parties now desire to enter into this Energy Agreement pursuant to which APS will supply energy for the Town-owned streetlights.

2.4 The Parties desire that this Energy Agreement replace and supersede the Former Streetlight Services Agreement dated April 7, 2003.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises, covenants, and provisions contained herein, and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the Parties do hereby covenant, promise and agree as follows:

3. DEFINITIONS

When initially capitalized in this Energy Agreement or amendments thereto, the following words or phrases shall have the meanings specified:

- 3.1 ACC: Arizona Corporation Commission.
- 3.2 Dawn: The time between full dark and sunrise when a Photocontrol senses sufficient sunlight to turn off streetlights.
- 3.3 Due Date: The fifteenth (15th) day after the invoice date.
- 3.4 Dusk: The time between sunset and full dark when a Photocontrol senses the lack of sufficient sunlight and turns on streetlights.
- 3.5 E-59 Tariff: The APS E-59 rate tariff on file with the ACC governing the rate charged for energy to government-owned streetlight facilities, as may be amended from time to time (attached hereto as Exhibit A.).
- 3.6 Effective Date: The date specified in Section 24, Execution and Effective Date.
- 3.7 Interest: The per annum interest rate set forth in Schedule 1.
- 3.8 Monthly Billing Energy: The kilowatt-hours (“kWh”) upon which the monthly billings will be based as set forth in Exhibit A and Exhibit B.
- 3.9 Photocontrol: A photoelectric cell which is designed to turn streetlights on at Dusk and to turn streetlights off at Dawn that meets the standards specified in American National Standards Institute (ANSI) C136.10 –1988 “Locking-Type Photocontrol Devices and Mating Receptacles – Physical and Electrical Interchangeability and Testing.”

- 3.10 Schedule 1: The APS Schedule 1 tariff entitled, “Terms and Conditions for Standard Offer and Direct Access Services,” on file with the ACC, as may be amended from time to time (attached hereto as Exhibit C).
- 3.11 Schedule 5: The APS Schedule 5 tariff entitled, “Guidelines for Electric Curtailment,” on file with the ACC, as may be amended from time to time (attached hereto as Exhibit D).
- 3.12 Streetlight Facilities: The facilities owned by the Town (within APS’ service territory) and generally described as metal streetlight poles dedicated only to streetlighting that may support APS’ secondary conductors serving the streetlights and no other attachment(s); mast arms; luminaires and lamps; protection fuses; photo controls; external ballasts; and electric service wires which extend from the luminaires of the individual streetlight installation to the Point of Delivery.
- 3.13 Point of Delivery: The point where energy is delivered shall be where APS’ electric service wire connects to (i) Town’s electric service wire, one foot beyond the end of the mast arm for overhead service to the streetlight or, (ii) at the Town’s protection fuse installed in the APS-owned secondary junction box for underground service to the streetlight or, (iii) at the Town’s electric service protection fuse or termination point located in the hand-hole of the Town Pole for underground service to the streetlight when no APS-owned secondary junction box exists or, (iv) five (5) feet from the Town Pole for underground service when there is no hand-hole on the Town Pole or an APS-owned secondary junction box.

4. ELECTRIC SERVICE

- 4.1 APS’ Obligations: APS shall provide electric service for Streetlight Facilities in accordance with the terms and conditions of this Energy Agreement and Schedule

1. In the event of a conflict(s) between any provision of this Energy Agreement and Schedule 1, the provisions of this Energy Agreement shall apply.

4.2 Operation Time: Operation of the Streetlight Facilities shall be from Dusk to Dawn. Notwithstanding the foregoing, Town agrees that APS cannot guarantee uninterrupted electric service. APS shall not be liable to Town for any damages occasioned by fluctuations, interruptions, or curtailment of electric service, except where due to APS' willful misconduct or gross negligence.

Operation of Streetlight Facilities at times other than from Dusk to Dawn shall be subject to additional energy charges at APS' option. Either Party may notify the other Party of any circumstances which may have caused extended streetlight outages or extended streetlight operation times and the Parties will negotiate in good faith to determine whether an adjustment is appropriate to the Town's monthly streetlight bill.

4.3 Point of Delivery: The point where energy is delivered shall be where APS' electric service wire connects to (i) Town's electric service wire, one foot beyond the end of the mast arm for overhead service to the streetlight or, (ii) at the Town's protection fuse installed in the APS-owned secondary junction box for underground service to the streetlight or, (iii) at the Town's electric service protection fuse or termination point located in the hand-hole of the Town Pole for underground service to the streetlight when no APS-owned secondary junction box exists or, (iv) five (5) feet from the Town Pole for underground service when there is no hand-hole on the Town Pole or an APS-owned secondary junction box.

4.4 Rates for Electric Service:

- 4.4.1 The applicable rate and related provisions for electrical service rendered to Town shall be computed in accordance with Exhibit A, unless and until changed as provided for in Section 4.4.4 hereof. The rate specified in the Exhibit A shall be increased or decreased as provided in Section 4.4.4; provided, however, that the Parties acknowledge the ACC's jurisdiction to alter the energy rate under this Energy Agreement.
- 4.4.2 The Parties agree that the rate set forth herein will remain in effect until changed in accordance with Section 4.4.4 or by the ACC. However, such rate is subject to: a) adjustments monthly to reflect applicable sales taxes and regulatory assessment to the same extent as such adjustments apply to other APS retail rate schedules on file with the ACC; and b) such changes in the rate as may be authorized by the ACC from time to time.
- 4.4.3 Nothing in this Energy Agreement is intended to limit the ACC's power to order recovery of any stranded costs or system benefit charges determined to be attributable to the Town either prior to or after termination of this Energy Agreement, nor will this Energy Agreement be considered a waiver by APS of any right it may have to recover such costs to the extent authorized or ordered by the ACC.
- 4.4.4 Nothing contained herein shall be construed as affecting in any way the right of APS to unilaterally make application to the ACC for a change in electric service rates and charges, classification of service, or any provision, term, rule, regulation, condition or contract relating thereto, under the Rules and Regulations of the ACC.

4.5 Curtailement:

The electric service supplied hereunder may be interrupted or curtailed in accordance with Schedule 5. APS shall not be liable to Town for any damages occasioned by fluctuations, interruptions or curtailment of electric service except where due to APS' willful misconduct or gross negligence. APS may, without incurring any liability therefore, suspend Town's electric service for periods reasonably required to permit APS to accomplish repairs to or changes in any of APS' facilities. To the extent practicable, APS will provide reasonable advance notice to Town of any scheduled interruptions of electric service.

5. STREETLIGHT LEVELS AND LOCATIONS

Town acknowledges, represents, warrants, and agrees that by entering into this Energy Agreement, Town has not delegated or waived any of its rights, duties, responsibilities, or options regarding streetlight layout or design, but retains sole authority and responsibility for determining the reasonable level or amount of light to be provided along its streets, including the number, type and location of streetlights to be installed.

Town further agrees that APS' assistance or recommendations regarding streetlight designs, layouts, or lighting levels, or the amount of streetlight service being provided by APS shall not be relied upon by Town as satisfying any standard that may be adopted by or imposed upon Town.

6. EXTENSION OF STREETLIGHT FACILITIES

6.1 Extension Less Than 300 Feet: Within APS' service territory, APS shall extend its electric secondary conductor up to a distance of 300 feet for each additional streetlight at no cost to Town when requested by Town. When extension is underground, Town or developer shall provide or pay for the trenching, conduit, backfill, and shading required. When extensions exceed 300 feet per additional streetlight, such extensions shall be made for an additional cost. For such

additional cost, APS shall provide Town or developer with the additional cost of the work to be performed and Town or developer shall make full payment in advance if Town desires such work to be performed.

6.2 Underground Extension: If APS' secondary conductors are to be placed underground, APS shall install such conductors underground at no cost to Town within the footage limits specified in Section 6.1 above, except Town shall pay the incremental costs of additional trenching, conduit, shading, and backfill required solely for streetlight conductors. Payments by Town for trenching in accordance with this Section 6 shall be in accordance with Section 13, BILLING, PAYMENT AND TAXES.

7. TERM

This Energy Agreement shall remain in effect until terminated in accordance with the Termination section below, or Schedule 1.

8. TERMINATION

8.1 Termination at Will: Either party has the right to terminate this Agreement at any time and for any reason by giving the other Party ninety (90) days advanced written notice for the termination.

8.2 Cancellation By Town: The Parties hereto acknowledge that this Energy Agreement is subject to cancellation by the Town for a conflict of interest pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

9. DESIGNATED REPRESENTATIVES AND NOTICES

9.1 Designated Representatives: All communications relating to the day-to-day activities under this Energy Agreement shall be exchanged between the following designated representatives who are authorized to act on behalf of that Party.

Either Party may change said designated representatives from time to time by giving advance written notice.

APS:
Arizona Public Service Company
Attention: TBD

TOWN:
Street Transportation Department
Director
Town of Florence

Telephone:
FAX:
E-mail:

9.2 Notices: Any legal notices and communications required or provided for hereunder shall be in writing and shall be sent by first class, registered, certified or express mail, return receipt requested, postage prepaid, or by comparable delivery service, or by hand, or by facsimile (with the original sent by first class mail) to the following:

To APS:
Arizona Public Service Company
Office of Corporate Secretary
400 N. 5th Street, Station 8602
Phoenix, Arizona 85004

To TOWN:
Town of Florence
Town Attorney

With a copy to:

Arizona Public Service Company
Attention: Outdoor Lighting
Station 3536
P.O. Box 53999
Phoenix, AZ 85072-3999

Town of Florence
Street Transportation Director

9.3 Invoices and Payments: Invoices and payments pursuant to this Energy

Agreement shall be sent to:

Arizona Public Service Company
P.O. Box 53920
Phoenix, AZ 85072-3920

10. FISCAL YEAR

The obligation of Town to make any payments hereunder is subject to the provisions of the Arizona State Budget Law and Town Code provisions which require that the Town Council make necessary appropriations for such payments in each fiscal year. Town shall take all steps reasonably available to it to cause such payments to be included in its budget presented to Town Council each fiscal year in the form of an appropriation for monies that will be due under this Maintenance Agreement during the subsequent year. However, the foregoing does not alter Town's obligation to pay for services actually received, nor does it change APS' right to terminate this Maintenance Agreement for non-payment in accordance with the Termination section above.

11. UNCONTROLLABLE FORCES

11.1 Definition: An "Uncontrollable Force" shall mean any cause beyond the control of the Party affected, including but not restricted to failure of or threat of failure of facilities, flood, earthquake, geohydrologic subsidence, tornado, storm, fire, lightning, epidemic, war, riot, commotion, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority (whether valid or invalid), and action or nonaction by or inability to obtain or keep the necessary authorizations or approvals from any governmental agency or authority, which by exercise of due diligence it shall be unable to overcome. It is the intent of the Parties that the foregoing examples shall not be used as a limitation on the term "uncontrollable force" in interpreting or construing this Energy Agreement. Rather the Parties intend a liberal interpretation of the term and accordingly intend that in questions of assumption

of risk or contingencies, whether foreseen or not, the presumption shall be that risks not explicitly assumed by a Party are not assumed by said Party if, in fact, they are uncontrollable even with foresight.

11.2 Effect of Uncontrollable Force: If either Party, by reason of an Uncontrollable Force, is rendered unable, wholly or in part to timely perform its obligations under this Energy Agreement, then upon said Party giving notice and particulars of such Uncontrollable Force in writing to the other Party promptly after learning thereof, the obligations of said Party so far as they are affected by such Uncontrollable Force shall be suspended during the continuance of any inability so caused but for no longer period and the effects of such cause shall, so far as possible, be remedied with all reasonable dispatch. However, nothing contained herein shall be so construed as to require a Party to settle any strike or labor dispute in which it may be involved. The affected Party shall not be responsible for its delay in performance under this Energy Agreement during delays caused by an Uncontrollable Force nor shall such Uncontrollable Force give rise to a claim for damages or constitute default.

11.3 Uncontrollable Force Limit. If a Party's obligation to perform is suspended for a period of forty-five (45) continuous calendar days due to an Uncontrollable Force or for any other reason, the other Party shall have all rights and remedies at law or in equity, including the right to terminate this Energy Agreement.

12. NON-WAIVER

The failure of either Party to insist upon strict performance of any of the provisions of this Energy Agreement, or to exercise any of the rights or remedies provided by this Energy Agreement, or any delay in the exercise of any of the rights or remedies, shall not release either Party from any of the responsibilities or obligations imposed by law or by

this Energy Agreement, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of this Energy Agreement.

13. BILLING, PAYMENT AND TAXES

13.1 Billing: APS shall render bills to Town on a monthly basis for services furnished during the preceding billing month.

13.2 Payment: APS shall receive payment from Town on or before the Due Date. Payment shall be mailed to the address specified in Section 9.3. Amounts which are not paid when due shall bear Interest from the Due Date until such time as payment is received by APS.

13.3 Disputed Bill: If any portion of any bill is disputed, the undisputed amount shall be paid when due.

13.4 Delinquent Bill: If Town's bill becomes delinquent, due to non-payment for a period of fifteen (15) days after the invoice date, APS shall have the right at its option:

13.4.1 To immediately suspend energy delivery hereunder until all amounts due have been paid, and/or

13.4.2 To exercise any other remedy provided by law, including immediate termination of this Energy Agreement. Suspension and/or termination shall not relieve Town of its obligation to pay any amounts previously due nor shall such suspension or cancellation invalidate any other agreement with Town.

13.4.3 To charge interest as set forth in Schedule 1.

The failure of APS to exercise such sanction shall not constitute a waiver by APS of any rights hereunder.

13.5 Taxes: Town shall pay any and all applicable sales tax, transaction privilege tax or like tax assessed or assessable as the result of APS providing services hereunder.

14. ANNEXATION AND ACQUISITION OF ADDITIONAL STREETLIGHT FACILITIES

If Town annexes additional territory or purchases additional Streetlight Facilities, the terms and conditions of this Energy Agreement will apply to the additional Streetlight Facilities and be effective as of the date Town provides APS notice of the annexation or purchase.

15. GOVERNING LAW AND VENUE

This Energy Agreement shall be governed, construed and enforced in accordance with the substantive laws of the State of Arizona. Any suit to enforce this Energy Agreement shall be brought in the Superior Court of Maricopa County.

16. SEVERABILITY

If any provision of this Energy Agreement is determined by a court of competent jurisdiction to be unenforceable or illegal, then said provision(s) or amendments thereto shall be severed from this Energy Agreement and the remainder shall continue in full force and effect unless otherwise mutually agreed between the Parties.

17. ASSIGNMENT

Neither Party shall assign its rights, nor delegate its duties, or otherwise dispose of any right, title, or interest in all or any part of this Energy Agreement, or assign any monies due or payable hereunder without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may, without the need for consent from the other Party, (a) transfer, pledge, or assign this Energy Agreement as security for any financing; (b) transfer, assign or delegate this

Energy Agreement or its rights hereunder or delegate or subcontract its obligations hereunder to an affiliated entity, parent entity or subsidiary of such Party, or (c) transfer, assign or delegate this Energy Agreement to any person or entity succeeding to all or substantially all of the assets of such Party. To the extent a transfer does not require consent, the transferring Party shall provide notice to the other Party within thirty (30) calendar days of the transfer and the effective date thereof. Any transfer in violation of this Section 17 shall be deemed null and void.

18. NO THIRD PARTY BENEFICIARIES

APS acknowledges and represents that Section 17 of this Energy Agreement entitled, "ASSIGNMENT," is not intended to and does not create any claims, rights, remedies or benefits exercisable by any third party. Town acknowledges and represents that this Energy Agreement is not intended to and does not create any claims, rights, remedies, or benefits exercisable by any third party and that neither APS nor Town undertakes any responsibility or obligation to any third party by virtue of this Energy Agreement, and neither shall be liable to any third party by virtue of the nature, location, quality or quantity of streetlights, or other cause arising directly or indirectly out of this Energy Agreement or its performance by either Party.

19. SURVIVABILITY OF OBLIGATIONS AND LIABILITIES

The covenants, representations, indemnifications and warranties of the Parties unless otherwise expressly provided shall survive the expiration or termination of this Energy Agreement.

20. PRECEDENCE

20.1 Order of Precedence: In the event of conflict between this Energy Agreement and any referenced document, the order of precedence shall be this Energy Agreement

followed by any other referenced document, in the order in which they are referenced in the Table of Contents.

20.2 Amended Documents: Any amendment shall have priority over the document it amends, and any amended document shall have the same precedence classification as stated in Section 20.1.

21. ENTIRE AGREEMENT, MODIFICATION

This Energy Agreement shall constitute the entire agreement between the Parties and shall supersede all prior contracts, proposals, representations, negotiations, or letters pertaining to the subject matter of this Energy Agreement, whether written or oral, including the Former Streetlight Services Agreement. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not set forth in this Energy Agreement and this Energy Agreement shall only be modified by an amendment signed by both Parties. The terms of this Section shall in no way effect the obligation of Town to pay amounts due under the Former Streetlight Services Agreement; provided that the payments are for services rendered before the Former Streetlight Services Agreement was superseded by this Energy Agreement. This Energy Agreement includes all documents attached hereto or incorporated herein by reference. Specifically included as part of this Energy Agreement and attached hereto as exhibits are the following:

Exhibit A - the E-59 Tariff

Exhibit B - the Average Consumptions for Various Luminaires

Exhibit C - Schedule 1

Exhibit D - Schedule 5

22. INDEMNIFICATION

Notwithstanding anything to the contrary contained in that certain Franchise Agreement between the Parties hereto, each Party making a covenant, agreement, representation or warranty in this Energy Agreement shall indemnify and hold harmless the Party for

whose benefit such covenant, agreement, representation or warranty is made, against any and all injury, loss, cost, damage, or expense of any kind (including reasonable attorney's fees) resulting from any breach of any such covenant, agreement, representation or warranty; provided however that such injury, loss, cost, damage or expense is not the result of negligence, willful misconduct or a breach of this Energy Agreement by the Party to be indemnified.

Town hereby waives the notice requirement of A.R.S. § 12-821.01.

23. LEGAL REQUIREMENTS

23.1 Laws and Regulations: The Parties shall at all times observe and comply with all applicable laws, ordinances, statutes, rules or regulations including without limitation those of OSHA and the National Electrical Safety Code, which in any manner relate to any rights and obligations under this Energy Agreement.

23.2 Safety Statute: Nothing contained in this Energy Agreement shall be construed in any way to limit, restrict, substitute, or waive, in whole or in part, any of the Parties' obligations under Article 6.4, HIGH VOLTAGE POWER LINES AND SAFETY RESTRICTIONS, of Section 1, Title 40, Chapter 2 of the Arizona Revised Statutes, or any other laws, regulations, codes, standards, or industry practices pertaining to activities near overhead electric lines.

24. EXECUTION AND EFFECTIVE DATE

Each Party to this Energy Agreement hereby represents and warrants that (i) it has full authority to enter this Energy Agreement and to perform all responsibilities and obligations thereunder and that all necessary actions, if any, to authorize the execution, delivery and performance of this Energy Agreement have been taken, (ii) the person executing this Energy Agreement on its behalf has been duly authorized to execute this Energy Agreement, and (iii) this Energy Agreement constitutes legally binding and

enforceable obligations of such Party. This Energy Agreement shall be effective as of the
1st day of _____.

**TOWN OF FLORENCE,
Town Manager**

ARIZONA PUBLIC SERVICE COMPANY

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

DRAFT

EXHIBIT A

STREETLIGHT ENERGY AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
TOWN OF FLORENCE

E-59 TARIFF

DRAFT

EXHIBIT B

STREETLIGHT ENERGY AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
TOWN OF FLORENCE

AVERAGE CONSUMPTIONS FOR VARIOUS LUMINAIRES

Induction

3,500 lumen	55 watts	19 kWh per month
6,000 lumen	85 watts	29 kWh per month
8,400 lumen	100 watts	34 kWh per month
13,000 lumen	150 watts	52 kWh per month
22,500 lumen	250 watts	86 kWh per month

LED

3,300 lumen	43 watts	15 kWh per month
4,350 lumen	86 watts	30 kWh per month
5,300 lumen	67 watts	23 kWh per month
8,300 lumen	106 watts	37 kWh per month
10,500 lumen	130 watts	45 kWh per month
20,000 lumen	258 watts	89 kWh per month

Incandescent

1,000 lumen	92 watts	32 kWh per month
2,500 lumen	189 watts	66 kWh per month
4,000 lumen	295 watts	103 kWh per month
6,000 lumen	405 watts	142 kWh per month
10,000 lumen	620 watts	217 kWh per month

Mercury Vapor

7,000 lumen	208 watts	73 kWh per month
11,000 lumen	275 watts	96 kWh per month
20,000 lumen	430 watts	150 kWh per month

Metal Halide

14,000 lumen	207 watts	72 kWh per month
21,000 lumen	288 watts	101 kWh per month
36,000 lumen	454 watts	159 kWh per month

High Pressure Sodium

5,800 lumen	83 watts	29 kWh per month
9,500 lumen	117 watts	41 kWh per month
16,000 lumen	197 watts	69 kWh per month
30,000 lumen	284 watts	99 kWh per month
50,000 lumen	438 watts	153 kWh per month

Low Pressure Sodium

8,000 lumen	86 watts	30 kWh per month
13,500 lumen	144 watts	50 kWh per month
22,500 lumen	205 watts	72 kWh per month
33,000 lumen	256 watts	90 kWh per month

ALL KWH ARE BASED ON AN AVERAGE OF 350 HOURS OF OPERATION PER MONTH. WATTAGE INCLUDES BALLAST.

Revision No.:

Effective Date: 10/16/13

DRAFT

EXHIBIT C

STREETLIGHT ENERGY AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
TOWN OF FLORENCE

SCHEDULE 1

TERMS AND CONDITIONS FOR STANDARD OFFER
AND DIRECT ACCESS SERVICES

DRAFT

EXHIBIT D

STREETLIGHT ENERGY AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
TOWN OF FLORENCE

SCHEDULE 5

DRAFT

STREETLIGHT MAINTENANCE AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

TOWN OF FLORENCE

APS CONTRACT NO. _____

TOWN OF FLORENCE CONTRACT NO, _____

DRAFT

STREETLIGHT MAINTENANCE AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

TOWN OF FLORENCE

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STREETLIGHT MAINTENANCE AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
TOWN OF FLORENCE

1. PARTIES

The parties to this Streetlight Maintenance Agreement (the “Maintenance Agreement”) are TOWN OF FLORENCE, an Arizona municipal corporation, (“Town”), and ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation (“APS”), hereinafter referred to individually as “Party” and collectively as the “Parties.”

2. RECITALS

- 2.1. The Parties have entered into a streetlight sales agreement (APS Contract No.200200135 dated April 7, 2003) in which Town has purchased streetlight facilities from APS within the existing Town boundaries.
- 2.2. Additionally, the Parties entered into a Streetlight Services Agreement (APS Contract No.200200136 dated April 7, 2003) pursuant to which APS sells energy to Town for the Streetlight Facilities; pursuant to which APS operates and maintains Town’s Streetlight Facilities within APS’ service territory; pursuant to which Town’s Streetlight Facilities are allowed to be attached to APS’ electric distribution poles (aka the “Energy, Streetlight Construction and Maintenance and Pole Use License Agreements”).
- 2.3. The Parties now desire to enter into this Maintenance Agreement pursuant to which APS will construct and maintain the streetlights for Town.
- 2.4. The Parties desire that this Maintenance Agreement replace and supersede the Former Streetlight Services Agreement dated April 7, 2003.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises, covenants, and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, promise and agree as follows:

3. DEFINITIONS

When initially capitalized in this Maintenance Agreement or amendments thereto, the following words or phrases shall have the meanings specified:

- 3.1. APS Pole(s): Electric distribution poles owned by APS for which APS authorizes the attachment of Town owned Streetlight Facilities.
- 3.2. Town Pole(s): Streetlight poles owned by Town.
- 3.3. Dawn: The time between full dark and sunrise when a photo control senses sufficient sunlight to turn off streetlights.
- 3.4. Due Date: The forty-fifth (45th) calendar day after the invoice date.
- 3.5. Dusk: The time between sunset and full dark when a photo control senses the lack of sufficient sunlight and turns on streetlights.
- 3.6. Effective Date: The date specified in Section 22, Execution and Effective Date.
- 3.7. Emergency Work: Replacement of poles and fixtures associated with damage caused by vehicle collisions, storms, or other events.
- 3.8. Interest: The per annum rate of 18% compounded monthly.
- 3.9. Photo Control: A photoelectric cell which is designed to turn streetlights on at Dusk and to turn streetlights off at Dawn that meets the standards specified in American National Standards Institute (ANSI) C136.10 –1988 “Locking-

Type Photo control Devices and Mating Receptacles – Physical and Electrical Interchangeability and Testing.”

- 3.10. Point of Delivery: The point where energy is delivered shall be where APS’ electric service wire connects to (i) Town’s electric service wire, one foot beyond the end of the mast arm for overhead service to the streetlight or, (ii) at the Town’s protection fuse installed in the APS-owned secondary junction box for underground service to the streetlight or, (iii) at the Town’s electric service protection fuse or termination point located in the hand-hole of the Town Pole for underground service to the streetlight when no APS-owned secondary junction box exists or, (iv) five (5) feet from the Town Pole for underground service when there is no hand-hole on the Town Pole or an APS-owned secondary junction box.
- 3.11. Special Facilities: All facilities which are not Standard Facilities.
- 3.12. Standard Facilities: Streetlight Facilities for which APS has established standard specifications for installations to supply service throughout APS’ service area, as may be amended by APS from time to time (currently set forth in APS Transmission & Distribution Construction Standards copies of which are available upon request).
- 3.13. Streetlight Facilities: The facilities owned by the Town (within APS’ service territory) and generally described as metal streetlight poles dedicated only to streetlighting that may support APS’ secondary conductors serving the streetlights and no other attachment(s); mast arms; luminaires and lamps; protection fuses; photo controls; external ballasts; and electric service wires

which extend from the luminaires of the individual streetlight installation to the Point of Delivery.

4. CONSTRUCTION AND MAINTENANCE

4.1. General: APS shall construct and maintain the Streetlight Facilities within APS' service territory for Town in accordance with the terms and conditions of this Maintenance Agreement. APS' obligation to perform maintenance of Streetlight Facilities attached to CENTURY LINK owned poles is subject to Town acquiring such attachment rights from CENTURY LINK.

4.1.1. Operation Time: Operation of the Streetlight Facilities shall be from Dusk to Dawn. Notwithstanding the foregoing, Town agrees that APS cannot guarantee that all of the Streetlight Facilities will always operate as intended. Therefore, it is understood and agreed that APS will be in compliance with this Section 4.1.1 by completing repairs within the following time frames:

4.1.1.1. Repairs after Notification:

4.1.1.1.1. APS shall clear hazards associated with Streetlight Facilities which have been knocked down, that block traffic or present an imminent safety risk to the public, within four (4) hours after notification by Town. Storm or other large scale damage may require a longer hazard clearance time. APS shall notify Town when this occurs. If the Town Pole has other attachments, such as telephone or cable TV,

APS will clear up any hazards that are an imminent safety risk to the public. This may include the removal of facilities that do not belong to APS or the Town, such as telephone or cable TV attachments. The Town will be responsible to contact any affected utilities regarding any necessary work required due to the knockdown. If Town desires to have emergency work done by qualified Town personnel or a qualified third party contractor, Town will notify APS to coordinate any disconnect or reconnect of electrical power that may be required.

4.1.1.1.2. APS shall use reasonable efforts to complete normal maintenance (as specified in Section 4.2.1 herein) within ten (10) work days after notification by Town. However, if large volumes of outages are reported, more time may be required to complete the repairs. Additionally, if the maintenance requires pole replacement, underground cable replacement, or cable repair, APS shall use reasonable efforts to complete said pole replacement, cable replacement, or cable repair within thirty (30) work days after the need for repair or replacement has been identified by APS.

4.2. Work to be Performed by APS:

4.2.1. Standard Facilities – Normal Construction and Maintenance: Town agrees that APS is obligated to perform only the following construction and maintenance work for Standard Facilities. APS will haul away and dispose of all removed streetlight material and will be entitled to retain any salvage value.

4.2.1.1. Bulb replacement

4.2.1.2. Streetlight head, mast arms, protection fuses and photo control replacements.

4.2.1.3. Streetlight ballast replacements.

4.2.1.4. Streetlight pole identification number replacement.

4.2.2. Additional Work: The following constitutes additional work which APS is not obligated to perform, unless specifically directed to do so by Town, conditioned upon Town's agreement to pay the applicable charges.

4.2.2.1. Replacement of poles and all fixtures associated with vehicle, storm related or other damage.

4.2.2.2. Removal and/or replacement of Town-owned steel or wood poles that, as determined by Town, have deteriorated to such a condition that removal and/or replacement is necessary.

- 4.2.2.3. Replacement of non-functional lights with energy efficient lighting i.e. LED or Induction as approved by Town and APS.
- 4.2.2.4. Group replacements of non-failed streetlights
- 4.2.2.5. Installation, relocation or upgrade of Town owned street light facilities associated with road widening projects.
- 4.2.2.6. All concrete work, black top work and landscape restoration associated with pole replacements.
- 4.2.2.7. Conversion of functional streetlight lamps and luminaires to other Standard or Special Facilities and the replacement of certain associated mast arms in order to complete said conversions. All work specifically asked for by Town which requires APS to rearrange existing facilities on a pole or requires APS to replace the existing pole with a more suitable pole.
- 4.2.2.8. Replacement of Town owned electric service wire in mast arms and metal poles.

4.2.3. Assistance with Claims: At no cost to Town, APS will provide any and all information, including but not limited to, documents, photographs, and testimony related to the work performed under this Maintenance Agreement to assist Town with collecting damages from other parties who have damaged Town's Streetlight Facilities.

4.3. Charges to Town:

4.3.1. In addition to the charges described below and any other charges set forth in this Maintenance Agreement, Town is responsible for all permit, inspection and other fees assessed by state, county or local government associated with streetlight work. Other fees may include, but are not limited to, plan or design review fees and traffic engineering or traffic control plan review fees.

4.3.2. The monthly charge per luminaire for normal maintenance as set forth in Section 4.2.1 will be fixed as follows:

\$2.35 for the initial one (1) year period.

Commencing upon the Effective Date; these fees will be billed monthly to the Town. APS reserves the right to review the charge per luminaire annually and shall give the Town 180 day's written notice in the event of any increase or decrease to the charge per luminaire for normal maintenance.

4.3.3. Charges for additional work, including but not limited to that set forth in Section 4.2.2 shall be levied in accordance with Exhibit A, which may be updated annually and provided by APS. APS shall supply Town at Town's request with a cost estimate of the work to be done, but APS shall not commence work until such estimate has been approved by Town in writing. Town shall make payment in accordance with Section 11.2.

4.3.4. Charges for work done on an emergency basis, as determined by APS, and work done on Special Facilities, shall be based on actual costs,

including applicable loadings incurred by APS plus the rate of return authorized by the ACC. Payment of such emergency and special facility charges shall be made in accordance with Section 11, BILLING, PAYMENT AND TAXES.

4.4. Work to be Performed by Town:

- 4.4.1. Town shall be responsible for all work pertaining to wiring at intersections. At intersection locations where APS has meters installed, Town responsibility shall begin at the designated point of delivery.
- 4.4.2. It shall be the sole responsibility of Town to investigate and pursue claims against any parties responsible for accidents and incidents involving damage to Town-owned Streetlight Facilities and to collect damages from the responsible party. APS shall notify Town of damages discovered in the normal course of business or as requested by Town.
- 4.4.3. Town shall provide APS reasonable ingress and egress for performance of services under this Maintenance Agreement.
- 4.4.4. Town further acknowledges, represents, warrants, and agrees that by entering into this Maintenance Agreement, Town has not delegated or waived any of its rights, duties, responsibilities, or options regarding streetlight layout or design, but retains sole authority and responsibility for determining the reasonable level or amount of light to be provided along its streets, including the number, type and location of streetlights to be installed.

4.4.5. Town further agrees that APS' assistance or recommendations regarding streetlight designs, layouts, or lighting levels, or the amount of streetlight service being provided by APS shall not be relied upon by Town as satisfying any standard that may be adopted by or imposed upon Town.

4.4.6. Town shall provide or cause to be provided to APS a Town-approved layout or engineer stamped drawing for all new streetlight installations. APS shall design a power source for the streetlights on Town-approved streetlight layout or engineer stamped drawing.

4.5. Extension of Streetlight Facilities:

4.5.1. For new streetlighting installations, all additional facilities required including but not limited to streetlight poles, mast arms, luminaires, bulbs and photo controls shall be installed by APS at Town expense in accordance with Exhibit A, which may be updated annually and provided by APS. APS shall supply Town at Town's request with a cost estimate of the work to be done, but APS shall not commence work until such estimate has been approved by Town in writing. Town shall make payment in accordance with Section 11.2.

4.5.2. For new streetlighting installations within commercial, industrial projects or residential subdivisions, all facilities required including but not limited to streetlight poles, mast arms, luminaires, bulbs and photo controls shall be installed by APS or a developer at Town or developer expense. If the installation is performed by APS, APS will be reimbursed in accordance with Exhibit A which may be updated annually and provided by APS. .

APS shall provide Town or developer with the cost of the work to be performed and Town or developer shall make payment in accordance with Section 11.2.

4.5.3. If there is a change to the job resulting in a refund to be paid to Town or developer, APS will refund Town or developer the associated cost.

4.6. Ownership of Facilities: All streetlight facilities installed by APS (in accordance with this Maintenance Agreement) within the Town boundaries (as they exist at the time of installation) shall become the property of Town.

4.7. New Equipment: In the future, it is anticipated that new streetlight facilities will be developed and become available to the industry. APS agrees to acquire and install any such facilities selected by Town for subsequent installations, although such facilities will be considered Special Facilities, subject to the provisions of this Maintenance Agreement until such time that the parties mutually agree that such streetlight facilities (or other streetlight facilities) shall constitute Standard Facilities.

4.8. Multi-use Poles: At street intersections where Town desires to install a traffic signal and streetlight on the same pole, and where APS has distribution conductors other than streetlight conductors passing over such location, APS may install, where feasible, a multi-use steel pole for mounting of traffic signal, streetlight, and distribution conductors. Town shall pay all costs associated with the replacement of an existing pole with a multi-use pole or the installation of a new multi-use pole as warranted.

4.9. Inventory Lists and Records: APS shall supply the following records in an electronic format, time and manner to be mutually agreed upon by both parties, to Town: (1) inventory lists showing Streetlight Facilities subject to this Maintenance Agreement and indicating location, lamp rating, type of pole and luminaire, (2) copies of inventory lists with new additions to Streetlight Facilities that include locations of new and existing or changed streetlights, lamp rating, type of pole and luminaire and (3) Upon request, APS shall also provide Town, at agreed upon intervals, copies of APS' updated Geographic Information Systems maps showing street light locations. APS, at its sole discretion, may require the Town to execute APS' Data License Agreement prior to providing such information.

4.10. Sale of Poles After Effective Date: If after the Effective Date, APS' distribution facilities are removed from an APS Pole and the APS Pole then only supports APS' secondary conductor and a Town owned Streetlight, Town has the option of purchasing the streetlight only pole or removing its streetlight and paying APS for said removal in accordance with Exhibit A, which may be updated annually. If Town elects to purchase said pole, the purchase price shall be based on the replacement cost of the existing facility. No attachment fee shall be incurred by APS as a result of the secondary attachment.

5. TERM

This Maintenance Agreement shall remain in effect until terminated in accordance with the Termination section below.

6. TERMINATION

6.1. Termination at Will: Either party has the right to terminate this Agreement at any time and for any reason by giving the other Party ninety (90) days advanced written notice for the termination.

6.2. Termination for Default: If Town or APS fails to comply with any of the terms and conditions of this Maintenance Agreement or defaults in any of its obligations under this Maintenance Agreement, and fails within thirty (30) days after the date of written notice from Town or APS to correct such noncompliance or default, Town or APS may, at its option and in addition to any other rights or remedies it may have, immediately terminate this Maintenance Agreement issued pursuant hereto, under which such noncompliance or default has occurred.

6.3. Cancellation By Town: The Parties hereto acknowledge that this Maintenance Agreement is subject to cancellation by Town for a conflict of interest pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

7. DESIGNATED REPRESENTATIVES AND NOTICES

7.1. Designated Representatives: All communications relating to the day-to-day activities under this Maintenance Agreement shall be exchanged between the following designated representatives who are authorized to act on behalf of that Party. Either Party may change said designated representatives from time to time by giving advance written notice as provided herein.

APS:
Arizona Public Service Company
Attention: TBD

Town:
Town of Florence

Telephone:
FAX:
E mail:

7.2. Notices: Any legal notices and communications required or provided for hereunder shall be in writing and shall be send by first class, registered, certified or express mail, return receipt requested, postage prepaid, or by comparable delivery service, or by hand, or by facsimile (with the original sent by first class mail) to the following:

To APS:
Arizona Public Service Company
Office of Corporate Secretary
400 N. 5th Street, Station 8602
Phoenix, Arizona 85004

To Town:
Town of Florence

With a copy to:

Arizona Public Service Company
Attention: Outdoor Lighting
Station 3536
P.O. Box 53999
Phoenix, AZ 85072-3999

Town of Florence

7.3. Invoices and payments pursuant to this Maintenance Agreement shall be sent to:

Arizona Public Service Company
P.O. Box 53920
Phoenix, AZ 85072-3920

8. FISCAL YEAR

The obligation of Town to make any payments hereunder is subject to the provisions of the Arizona State Budget Law and Town Code provisions which require that the Town Council make necessary appropriations for such payments in each fiscal year. Town shall take all steps reasonably available to it to cause such payments to be included in its budget presented to Town Council each fiscal year in the form of an appropriation for monies that will be due under this Maintenance Agreement during the subsequent year. However, the foregoing does not alter Town's obligation to pay for services actually received, nor does it change APS' right to terminate this Maintenance Agreement for non-payment in accordance with the Termination section above.

9. UNCONTROLLABLE FORCES

9.1. Definition: An "Uncontrollable Force" shall mean any cause beyond the control of the Party affected, including but not restricted to failure of or threat of failure of facilities, flood, earthquake, geohydrologic subsidence, tornado, storm, fire, lightning, epidemic, war, riot, commotion, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority (whether valid or invalid), and action or nonaction by or inability to obtain or keep the necessary authorizations or approvals from any governmental agency or authority, which by exercise of due diligence it shall be unable to overcome. It is the intent of the Parties

that the foregoing examples shall not be used as a limitation on the term “uncontrollable force” in interpreting or construing this Maintenance Agreement. Rather the Parties intend a liberal interpretation of the term and accordingly intend that in questions of assumption of risk or contingencies, whether foreseen or not, the presumption shall be that risks not explicitly assumed by a Party are not assumed by said Party if, in fact, they are uncontrollable even with foresight.

- 9.2. Effect of Uncontrollable Force: If either Party, by reason of an Uncontrollable Force, is rendered unable, wholly or in part to perform its obligations under this Maintenance Agreement, then upon said Party giving notice and particulars of such Uncontrollable Force in writing to the other Party promptly after learning thereof, the obligations of said Party so far as they are affected by such Uncontrollable Force shall be suspended during the continuance of any inability so caused but for no longer period and the effects of such cause shall, so far as possible, be remedied with all reasonable dispatch. However, nothing contained herein shall be so construed as to require a Party to settle any strike or labor dispute in which it may be involved. The affected Party shall not be responsible for its delay in performance under this Maintenance Agreement during delays caused by an Uncontrollable Force nor shall such Uncontrollable Force give rise to a claim for damages or constitute default.
- 9.3. Uncontrollable Force Limit: If a Party’s obligation to perform is suspended for a period of ninety (90) continuous calendar days due to an Uncontrollable

Force, or for any other reason, the other Party shall have all rights and remedies at law and equity, including but not limited to, the right to terminate this Maintenance Agreement.

10. NON-WAIVER

The failure of either Party to insist upon strict performance of any of the provisions of this Maintenance Agreement, or to exercise any of the rights or remedies provided by this Maintenance Agreement, or any delay in the exercise of any of the rights or remedies, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Maintenance Agreement, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of this Maintenance Agreement.

11. BILLING, PAYMENT AND TAXES

11.1. Billing: APS shall render bills to Town on a monthly basis for services furnished during the preceding billing month.

11.2. Payment for services provided in accordance with Sections 4.2.2, 4.5.1 and 4.5.2: Town shall make payment to APS prior to any work being performed, in accordance with Sections 4.2.2, 4.5.1 and 4.5.2, except that APS, at its sole option, may accept a letter of understanding (prior to any work being performed by APS) in which Town commits to pay APS for such services upon completion of the services.

11.3. Payment: APS shall receive payment from Town on or before the Due Date. Payment shall be mailed to the address specified in Section 7.3. Amounts which are not paid when due shall bear Interest from the Due Date until such time as payment is received by APS.

11.4. Disputed Bill: If any portion of any bill is disputed, the undisputed amount shall be paid when due.

11.5. Delinquent Bill: If Town's bill becomes delinquent, due to non-payment for a period of forty-five (45) calendar days after the invoice date, APS shall have the right at its option:

11.5.1. To exercise any remedy provided by law, including immediate termination of this Maintenance Agreement. Suspension and/or termination shall not relieve Town of its obligation to pay any amounts previously due nor shall such suspension or cancellation invalidate any other agreement with Town.

11.5.2. To charge interest at the rate of 18% per annum for all charges unpaid after the forty-five (45) day period until the past due charges, including interest accrued thereon, are paid in full. The failure of APS to exercise such sanction shall not constitute a waiver by APS of any rights hereunder.

11.6. Taxes: Town shall pay any and all applicable sales tax, transaction privilege tax, use tax or like tax assessed or assessable as the result of APS providing services hereunder.

12. ANNEXATION AND ACQUISITION OF ADDITIONAL STREETLIGHT FACILITIES

If Town annexes additional territory or purchases additional Streetlight Facilities, the terms and conditions of this Maintenance Agreement will apply upon the date Town provides APS notice of the annexation or purchase.

13. GOVERNING LAW AND VENUE

This Maintenance Agreement shall be governed, construed and enforced in accordance with the substantive laws of the State of Arizona. Any suit to enforce this Maintenance Agreement shall be brought in the Superior Court of Maricopa County.

14. SEVERABILITY

If any provision of this Maintenance Agreement is determined by a court of competent jurisdiction to be unenforceable or illegal, then said provision(s) or amendments thereto shall be severed from this Maintenance Agreement and the remainder shall continue in full force and effect unless otherwise mutually agreed between the Parties.

15. ASSIGNMENT

Neither Party shall assign its rights, nor delegate its duties, or otherwise dispose of any right, title, or interest in all or any part of this Maintenance Agreement, or assign any monies due or payable hereunder without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may, upon notice to the other party but without the need for consent from the other Party, (a) transfer, pledge, or assign this Maintenance Agreement as security for any financing; (b) transfer, assign or delegate this Maintenance Agreement or its rights hereunder or delegate or subcontract its obligations hereunder to an affiliated entity,

parent entity or subsidiary of such Party, or (c) transfer, assign or delegate this Maintenance Agreement to any person or entity succeeding to all or substantially all of the assets of such Party. To the extent a transfer does not require consent, the transferring Party shall provide prompt notice to the other Party within thirty (30) calendar days of such transfer and the effective date thereof. Any transfer in violation of this Section 15 shall be deemed null and void.

16. NO THIRD PARTY BENEFICIARIES

APS acknowledges and represents that Section 15 of this Maintenance Agreement entitled, "ASSIGNMENT," is not intended to and does not create any claims, rights, remedies, or benefits exercisable by any third party.

Town acknowledges and represents that this Maintenance Agreement is not intended to and does not create any claims, rights, remedies, or benefits exercisable by any third party and that neither APS nor Town undertakes any responsibility or obligation to any third party by virtue of this Maintenance Agreement, and neither shall be liable to any third party by virtue of the nature, location, quality or quantity of streetlights, or other cause arising directly or indirectly out of this Maintenance Agreement or its performance by either Party.

17. SURVIVABILITY OF OBLIGATIONS AND LIABILITIES

The covenants, representations, indemnifications and warranties of the Parties unless otherwise expressly provided shall survive the expiration or termination of this Maintenance Agreement.

18. PRECEDENCE

18.1. Order of Precedence: In the event of conflict between this Maintenance Agreement and any referenced document, the order of precedence shall be this Maintenance Agreement followed by any other referenced document, in the order in which they are referenced in the Table of Contents.

18.2. Amended Documents: Any amendment shall have priority over the document it amends, and any amended document shall have the same precedence classification as stated in Section 18.1.

19. ENTIRE AGREEMENT, MODIFICATION

This Maintenance Agreement shall constitute the entire agreement between the Parties and shall supersede all prior contracts, proposals, representations, negotiations, or letters pertaining to the subject matter of this Maintenance Agreement, whether written or oral, including the Original Streetlight Services Agreement. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not set forth in this Maintenance Agreement and this Maintenance Agreement shall only be modified by an amendment signed by both Parties. The terms of this Section shall in no way effect the obligation of Town to pay amounts due under the Streetlight Services Agreement; provided that the payments are for services rendered before the Streetlight Services Agreement was superseded by this Maintenance Agreement. This Maintenance Agreement includes all documents attached hereto and incorporated herein by reference.

20. INDEMNIFICATION

Notwithstanding anything to the contrary contained in that certain Franchise Agreement between the Parties hereto, each Party making a covenant, agreement, representation or warranty in this Maintenance Agreement shall indemnify and hold harmless the Party for whose benefit such covenant, agreement, representation or warranty is made, against any and all injury, loss, cost, damage, or expense of any kind (including reasonable attorney's fees) resulting from any breach of any such covenant, agreement, representation or warranty; provided however that such injury, loss, cost, damage or expense is not the result of negligence, willful misconduct or a breach of this Maintenance Agreement by the Party to be indemnified.

Town hereby waives the notice requirement of A.R.S. § 12-821.01.

21. LEGAL REQUIREMENTS

21.1. Laws and Regulations: The Parties shall at all times observe and comply with all applicable laws, ordinances, statutes, rules or regulations including without limitation those of OSHA and the National Electrical Safety Code, and any Town of Florence supplements and requirements thereto, which in any manner relate to any rights and obligations under this Maintenance Agreement.

21.2. Safety Statute: Nothing contained in this Maintenance Agreement shall be construed in any way to limit, restrict, substitute, or waive, in whole or in part, any of the parties obligations under Article 6.4, HIGH VOLTAGE POWER LINES AND SAFETY RESTRICTIONS, of Section 1, Title 40, Chapter 2 of the Arizona Revised Statutes, or any other laws, regulations,

codes, standards, or industry practices pertaining to activities near overhead electric lines.

22. EXECUTION AND EFFECTIVE DATE

Each Party to this Maintenance Agreement hereby represents and warrants that (i) it has full authority to enter this Maintenance Agreement and to perform all responsibilities and obligations there under and that all necessary actions, if any, to authorize the execution, delivery and performance of this Maintenance Agreement have been taken, (ii) the person executing this Maintenance Agreement on its behalf has been duly authorized to execute this Maintenance Agreement, and (iii) this Maintenance Agreement constitutes legally binding and enforceable obligations of such Party. This Maintenance Agreement shall be effective as of the ____ day of _____, 20____.

DRAFT

ARIZONA PUBLIC SERVICE COMPANY

SIGNATURE: _____

NAME: _____

TITLE: _____

TOWN OF FLORENCE, ARIZONA

SIGNATURE: _____

NAME: _____

TITLE: _____

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

DRAFT

EXHIBIT A

STREETLIGHT MAINTENANCE AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
TOWN OF FLORENCE

REMOVAL AND INSTALLATION COSTS

A project-specific cost estimate or unit cost estimate shall be provided by APS. APS shall supply Town at Town's request with a cost estimate of the work to be done, but APS shall not commence work until such estimate has been paid by Town, except that APS, at its sole option, may accept a letter of understanding (prior to any work being performed by APS) in which Town commits to pay APS for such services upon completion of the services.

DRAFT



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 7g.

MEETING DATE: November 17, 2014

DEPARTMENT: Administration

STAFF PRESENTER: Lisa Garcia
Deputy Town Manager/Town Clerk

SUBJECT: Caliente Casa Del Sol Special Event License

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

RECOMMENDED MOTION/ACTION:

Recommendation to the Arizona Department of Liquor Licenses and Control on Caliente Casa De Sol's application for a Special Event Liquor License.

BACKGROUND/DISCUSSION:

Caliente Casa de Sol has submitted an application for a Special Event Liquor License. The application is for a December 31, 2014 New Year's Eve Dance.

The purpose of a Special Event License is to allow charitable, civic, fraternal, political, or religious organizations to sell and serve spirituous liquor for consumption as a fundraiser. Special event licenses may be issued for no more than a cumulative total of ten (10) days in a calendar year. The fee for a Special Event License is \$25 per day, payable to the Arizona Department of Liquor License and Control. One check totaling \$25 has been received by the Town and will be forwarded to the Arizona Department of Liquor Licenses upon Council's approval.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends that Council forward a favorable recommendation to the Arizona Department of Liquor Licenses and Control.

ATTACHMENTS:

Application

State of Arizona Department of Liquor Licenses and Control
800 W. Washington, 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602)542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR APPROVAL**

**Application must be approved by local government before submission to
Department of Liquor Licenses and Control. (Section #20)

DLIC USE ONLY
LICENSE #

1. Name of Organization: Caliente Casa de Sol

2. Non-Profit/I.R.S. Tax Exempt Number: 86-0346036

3. The organization is a: (check one box only)

- Charitable Fraternal (must have regular membership and in existence for over 5 years)
 Civic Political Party, Ballot Measure, or Campaign Committee
 Religious Non Profit Corporation

4. What is the purpose of this event? New Years EVE DANCE

5. Location of the event: 3543 Caliente Blvd Florence Pinal 85132
Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Hughes JOHNIE WRAY 9-29-51
Last First Middle Date of Birth

7. Applicant's Mailing Address: 311 Maricopa Florence AZ 85132
Street City State Zip

8. Phone Numbers: (520) 868-5340 (520) 868-5520 (559) 349-0791
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event:

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>12-31-14</u>	<u>WED.</u>	<u>4:00 PM</u>	<u>12:00 PM</u>
Day 2:	_____	_____	_____	_____
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?

YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 6 days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name Caliente Casa de Sol 100%
Percentage

Address _____

Name _____
Percentage

Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

**NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."**

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

 # Police Fencing
 2 # Security personnel Barriers

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO

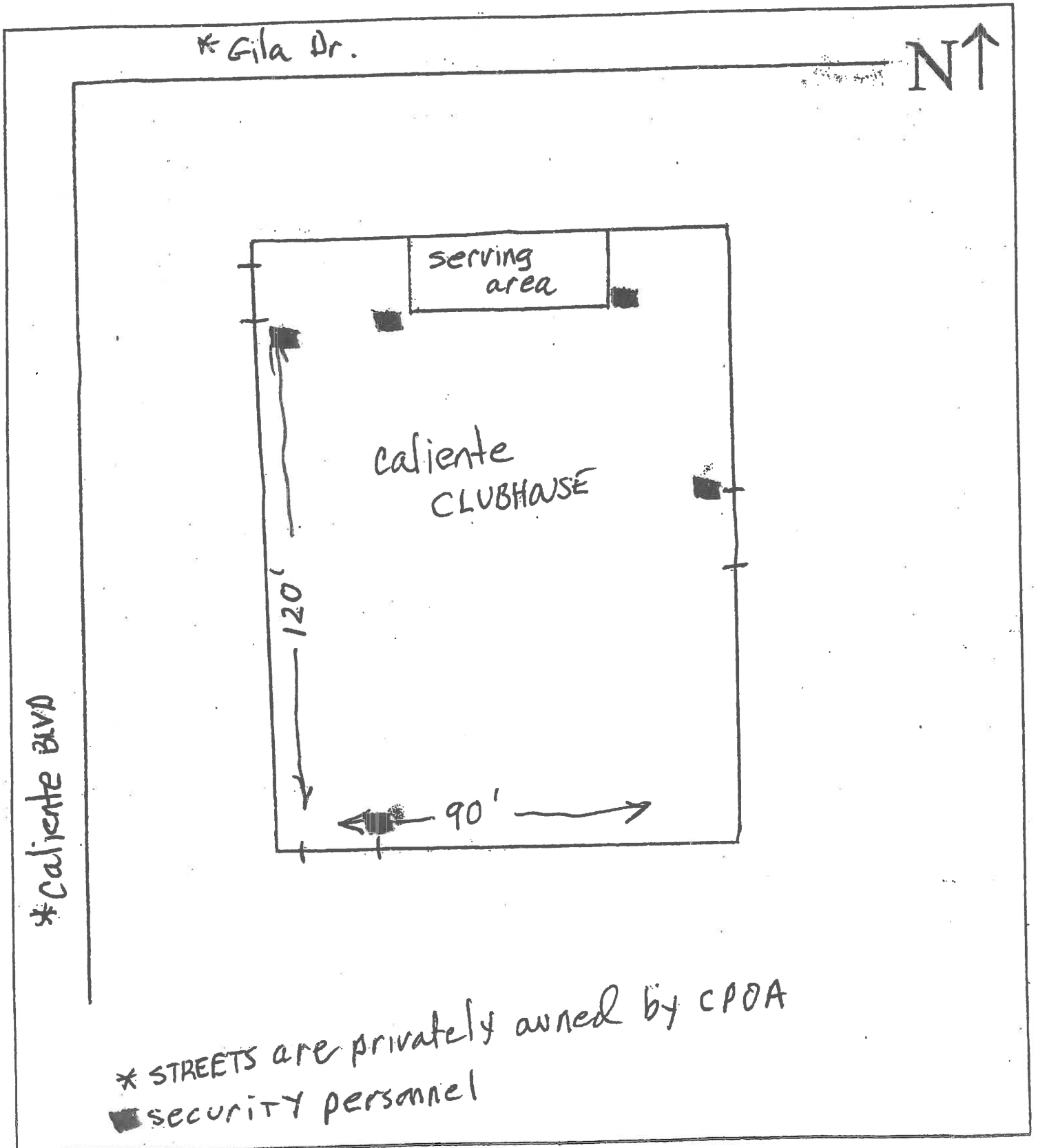
(ATTACH COPY OF AGREEMENT)

Name of Business Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

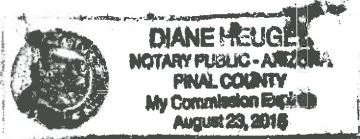
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I Daniel Danielson declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Dan Danielson CPDA Board member 10-29-14 ()
(Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Pinal

The foregoing instrument was acknowledged before me this 29 - Oct 2014
Day Month Year

My Commission expires on: 8-23-2015
(Date)

Diane Heugel
(Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I JOHNNIE W Hughes declare that I am the APPLICANT filing this application as listed in Question 6, I have read the application and the contents and all statements are true, correct and complete.

X Johnnie W. Hughes
(Signature)

State of Arizona County of Pinal

The foregoing instrument was acknowledged before me this 29 - Oct 2014
Day Month Year

My commission expires on: 8-23-2015
(Date)

Diane Heugel
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)

on behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)


FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

APPROVED DISAPPROVED BY: _____

(Title) (Date)

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7h.
MEETING DATE: November 17, 2014 DEPARTMENT: Public Works Department STAFF PRESENTER: Wayne J. Costa, P.E. Public Works Director SUBJECT: Approval to award a Contract to AME Electrical Contracting, Inc., for electrical upgrades to the Silver King Marketplace at 440 N. Main Street, Florence, Arizona.		<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"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to award a contract to AME Electrical Contracting Inc., in the amount not to exceed \$25,955.00.

BACKGROUND/DISCUSSION:

The Silver King Marketplace is presently served by a 400 amp, single meter service. This arrangement does not have the capacity or ability to meter the four tenant spaces independently or for additional electrical needs that a future tenant may need. RBA Architectural, along with MW Engineering, were retained to do an electrical design incorporating a new electrical metering section with meters for each of the four tenant spaces and one additional “house” meter for the lobby, elevator and exterior public lighting. These design drawings and bidding documents were compiled by RBA Architectural and the project was put out to bid on October 30, 2014. Bids were opened on November 12, 2014, at 1:00 pm. The low bidder was AME Electrical Contractors, with a base bid of \$21,110.00 and \$4,845.00 amount for up grading of APS secondary conduits, for a total bid of \$25,955.00. The architectural and engineering fees for this project were \$2,500.00. CIP Account No. 011-532-501 was funded with \$100,000.00 for this project. The current balance of this account is \$97,500.00.

FINANCIAL IMPACT:

The current fiscal year budget provides for funding of the balance of \$97,500.00, identified as CIP Account No. 011-532-501.

RECOMMENDATION:

Staff recommends that Council award a contract to AME Electrical Construction for electrical upgrades to the Silver King Marketplace, at 440 N. Main Street, Florence, Arizona, in an amount not to exceed \$25,955.

ATTACHMENTS:

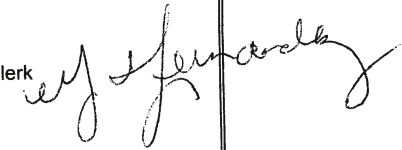
- Bid Tabulation Sheet
- Bid and budget documents

**Town of Florence
Bid Tabulation Sheet**

- Verbal (only allowed when \$5,000 of less)
- Written/Fax (mandatory when over \$5,000; attach bids)
- Formal Sealed Bid: # _____ Title: Silver King Marketplace Electrical Upgrades Bid Due Date: November 12, 2014 Bid Due Time: 1:00 pm

Date Prepared: November 12, 2014

Prepared By: Maria Hernandez, Deputy Town Clerk



Item (include quality, brand, model, color)

Vendor Name Contact Person Phone/Fax	Total Bid	Alternate # 1	Other Alternatives	Comments
1 Hawkeye Electric, Inc. 1394 N. Farrell Court # 104 Gilbert AZ 85233 PH # 480-784-6800	\$ 41,998.00	\$ 13,665.00		
2 Sabino Electric, Inc. 945 W. 29th Street Tucson AZ PH #	\$ 51,446.00	\$ 55,365.00		
3 AME Electrical 3730 E. Superior, Suite 100 Phoenix AZ 85040 PH #	\$ 21,110.00	\$ 9,090.00	\$17,228.00 1200 Amp Service with breaker \$4,845.00 Upgrade SPS Secondary conduits	

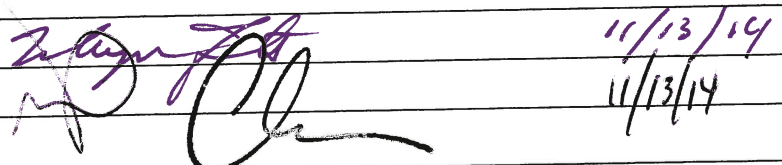
Attach additional page(s), if necessary

Vendor Selected AME Address _____

Justification (if not lowest price) _____

Department Head Approval _____
 Finance Director Approval _____
 Town Manager Approval _____

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



11/13/14
11/13/14

1394 N. Farrell Court, #104
Gilbert, AZ 85233
Phone: 480.784.6800
Fax: 480.784.6860
Web: www.hawkeyelectric.com

To: **Town of Florence
Town Clerk
Mail Station XCT-309**

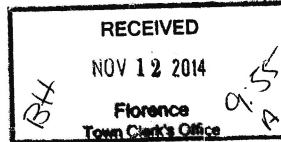
Attn: **Lisa Garcia**

Closing Date: **11.12.14 @ 1:00 p.m.**

Reference: **Request for Proposal for
The Silver King Electrical
Upgrade Project**

Bidder's Name: **Hawkeye Electric, Inc.**

Deliver to: **Florence Town Hall
Attn: Lisa Garcia, Town Clerk
775 North Main Street
PO Box 2670
Florence, AZ 85132**



MICHAEL MCNEW
Hawkeye Electric, Inc.
Project Manager/Estimator
1394 N. Farrell Court, Suite 104
Gilbert, Arizona 85233
mikem@hawkeyelectric.com

Phone: 480.784.6800
Fax: 480.784.6860
Cell: 480.822.9734
Direct: 480.374.4122

AZ ROC 151297 L-11

BID FORM

BID NO.: N/A

Town of Florence – Silver King Marketplace Electrical Upgrade

I, the undersigned, having examined the site and contract documents titled: **Town of Florence – Silver King Marketplace Electrical Upgrade**, propose to furnish all engineering, permitting, labor, materials and equipment to perform all operations necessary to complete the entire work as required by said documents for the stipulated sum of:

TOTAL BID: \$ 41,998.00

Bid Reviewer: Please review the attached proposal clarifications for additional cost breakouts and explanations.

ADDITIVE BID ALTERNATES

1200 Amp Service: \$ 13,665.00

Hawkeye Electric, Inc.

Contractor

Authorized Signature

1394 North Farrell Court, Suite 104, Gilbert, AZ 85233

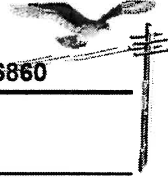
Address

November 12, 2014

Date

HAWKEYE ELECTRIC, INC.

1394 N. FARRELL COURT GILBERT, AZ 85233 PHONE: (480) 784-6800 FAX: (480) 784-6860



Fax To Number:

Company: Town of Florence Public Works Department

Attention: Lisa Garcie, Town Clerk Date: 11/12/14

From: Michael McNew

Reference: Florence Silver King Marketplace Electrical Upgrade

Pages (including cover): 4

Additional Comments:

Michael McNew

Hawkeye Electric Inc.
1394 N. Farrell Court Su. 104
Gilbert, AZ 85233
Direct Line: (480) 374-4122
Office Phone: (480) 784-6800 Ext. 224

HAWKEYE ELECTRIC, INC.

1394 N. FARRELL COURT GILBERT, AZ 85233 PHONE: (480) 784-6800 FAX: (480) 784-6860

REFERENCE: Florence Silver King Marketplace Electrical Upgrade

DATE: 11/12/14

ADDITIONAL COMMENTS

- 1.) Price includes all applicable sales tax as required by Section 23 of the provided bidding instructions.
- 2.) Price includes all electrical switchgear as specified on the provided electrical drawings to include the service entrance section, metering cabinet, panels, and designated breakers and fuses.
- 3.) An alternate has been provided to encompass all of the changes between E1.1 "Electrical Power Plan", and "Electrical Power Plan Add Alternate #1" to include a 1200A SES in lieu of the 800A SES.
- 4.) This bid is priced using Aluminum feeder conductors (with exception to a copper grounding conductor) sized in accordance to Section 12.4 on E3.1 titled "Electrical Specifications and General Notes". The conductors will be upsized to 250 kcmil to exceed the ampacity of the #3/0 Copper conductor called out on sheets E2.1 with and without Alternate #1. Conduit size will not need adjustment.
- 5.) This bid includes all costs incurred with excavation, cutting, fitting, repairing, and finishing in regards to electrical conduit installation. The plan of installation will be hung PVC in the crawlspace to penetrate the floor under panel placings and transitioning to EMT in exposed areas to be surface mounted.
- 6.) This bid is priced to include the new electrical conduits to be installed from the new SES to the existing electrical service provider's transformer, but does not include the expense or labor associated with the installation or termination of wire between the utility company's transformer and new SES.
- 7.) Price includes a one-year warranty on all material and equipment to be free of defects of material and workmanship to begin after final acceptance of work to be performed.
- 8.) Price does not include any new electrical disconnects for HVAC systems as they are marked to remain existing on the provided drawings.
- 9.) This bid price includes all grounding exactly as detailed.
- 10.) Price includes traffic control,
- 11.) Secondary conduits from the serving utility's transformer have been priced according to a 75' linear distance. An alternate addition/subtraction has been provided for each additional or less linear foot.
- 12.) This bid does not include the meters to be installed, as they are to be provided by the serving electrical utility.
- 13.) Switchgear price is quoted with all aluminum buss bars.

HAWKEYE ELECTRIC, INC.

1394 N. FARRELL COURT GILBERT, AZ 85233 PHONE: (480) 784-6800 FAX: (480) 784-6860

PROPOSAL

To: Town of Florence Public Works Department

Attention: Lisa Garcie, Town Clerk

Reference: Florence Silver King Marketplace Electrical Upgrade

Fax:

Date: 11/12/14

WE PROPOSE TO FURNISH ALL LABOR AND MATERIAL REQUIRED FOR A COMPLETE ELECTRICAL INSTALLATION IN ACCORDANCE WITH :

PLANS & SPECIFICATIONS

ATTACHED CLARIFICATIONS

LOCAL CODES

COMMENTS BELOW

WE QUOTE ELECTRICAL/16000 E-SHEETS

COMMENTS:

Please see attached comments page (2) for all additional comments.

BASE BID

PROPOSED AMOUNT \$41,998.00

ALTERNATE ADD FOR COPPER FEEDERS-----\$3,200.00

ALTERNATE ADD #1 FOR 1200A SES-----\$13,665.00

ALTERNATE ADD/SUBTRACT PER FOOT ON UTILITY CONDUIT-----\$55.37

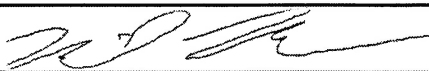
1. THIS PROPOSAL IS FIRM FOR 90 DAYS.

2. INSTALLATION IS GUARANTEED FOR ONE YEAR.

3. PLEASE REFER TO ATTACHED BID CLARIFICATION SHEET.

4. THANK YOU FOR THE OPPORTUNITY OF SUBMITTING THIS PROPOSAL.

AUTHORIZED SIGNATURE:

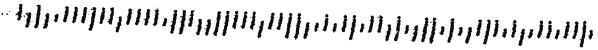


SABINO ELECTRIC, INC.
945 West 29th Street
Tucson, Arizona 85713



Lisa Garcia, Town Clerk
Florence Town Hall
775 N. Main St.
PO Box 2670
Florence, Az 85132

6513293050



BID FORM

BID NO.: N/A

Town of Florence – Silver King Marketplace Electrical Upgrade

I, the undersigned, having examined the site and contract documents titled: **Town of Florence – Silver King Marketplace Electrical Upgrade**, propose to furnish all engineering, permitting, labor, materials and equipment to perform all operations necessary to complete the entire work as required by said documents for the stipulated sum of:

TOTAL BID: \$ 51,446.00

ADDITIVE BID ALTERNATES

1200 Amp Service: \$ 55,365.00

Sabino Electric, Inc.



Contractor

Authorized Signature

945 W 29th Street, Tucson, Az 85713

Address

November 10, 2014

Date



• Lic. 1- 55599 Lic. C1 • Lic. L11 - 71610 A17 - 86869

This **TEGG Designed Electrical Service Agreement** dated November 10, 2014 by and between:

CUSTOMER
Florence Public Works
425 E Ruggles Street
Florence, Arizona 85132 United States

and

TEGG SERVICE CONTRACTOR (TSC)
Sabino Electric Inc.
945 W 29th Street
Tucson, AZ 85713

constitutes the entire Agreement between the aforementioned parties and includes scope of work, terms and conditions, pricing and payment responsibilities for designed electrical services provided at:

Town of Florence Silver King Market Place
425 E Ruggles Street
Florence, Arizona 85132

Solution No.: DES79268959NS
Agreement No.: DES79268959NS

Scope of Work: (see addendum for further details if required)

ADD/ALT

Agreement Price and Payment Terms:

Your Agreement Price based upon the work detailed above is: \$55,365.00

Financing of this service project, is is not desired by the customer. Acceptance of this order by the customer is is not conditioned upon credit approval by TEGG Financial Services.

Payment for these services is due and payable upon execution of this Agreement and in accordance with its Terms and Conditions.

Your and Our Acceptance:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

Authorized For:
Town of Florence Silver King Market Place

Authorized For:
Sabino Electric Inc.

Date

Date

Signature

Signature

Bobby Magee 520-623-6061
General Manager
TEGG Service Division

TO ORDER SERVICES UNDER THIS AGREEMENT WITH A PURCHASE ORDER, PLEASE PROVIDE THE FOLLOWING:
PO Number _____ Date of Issue _____ Customer Signature _____
NOTE: When issuing a purchase order for this Agreement, the services, responsibilities, terms and conditions for both parties remain as detailed in this Agreement.

DEFINITIONS:

You should note the following words have special meaning throughout the Agreement:

1. "You" and "Your" mean Town of Florence Silver King Market Place and all of its internal and external representatives.
2. "We", "Our", "Ours" and "Us" mean Sabino Electric Inc. and all of its internal and external representatives.
3. "Labor" means our normal workday labor hours, overtime labor hours (time-and-one-half), premium labor hours (double-time), travel labor hours and all out-of-pocket travel expenses associated with labor.

OUR RESPONSIBILITIES INCLUDE:

1. Performance of the Scope of Work and rigorously manage the work functions to assure quality delivery in a timely and professional manner.
2. Coordinating with your staff to maximize safety and minimize disruption in your operations.
3. Use only a Certified TEGG Electrician (CTE) as our crew foreman and perform all work equal to or better than generally accepted trade practices for similar services.
4. When our work is completed we, along with your representative, will jointly conduct a final inspection of our work. If any discrepancies are noted, we will promptly correct them.

YOUR RESPONSIBILITIES INCLUDE:

1. Assign a representative to work with us to assure the proper coordination of our work.
2. Upon completion of our work, assure that your representative participates in our joint final inspection of our work.
3. Assure that the necessary tenants and/or personnel are provided with advance written notification if an electrical outage is to be scheduled.
4. If required by Scope of Work, assign a capable in-house maintenance staff person to work ahead of our Certified TEGG Electrician by removing and replacing panel covers.

TERMS AND CONDITIONS:

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the price guaranteed in this Agreement, you agree to permit us free and timely access to areas, electrical system(s), circuit(s) and/or equipment, and allow us to energize and de-energize the electrical system and/or circuits and to start and stop the equipment as necessary. No equipment will be turned off without your prior approval. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement.

Taxes: You agree to be responsible for all applicable taxes on the services and/or materials provided.

Payment Terms: You agree to promptly pay invoices within 10 days of receipt. Should a payment become 30 days or more delinquent, we may stop all work under this Agreement without notice and/or terminate this Agreement. If this happens, the entire Agreement Price (less prior payments) will become due and payable immediately upon demand.

In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to the

*TGS-269US- UNIVERSAL DES STANDARD AGREEMENT-US (Rev 9-15-04)
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system(s), the provision or installation of components or parts outside the Scope of Work, or service calls requested by you. If requested, these services will be charged for at our rates then in effect.

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Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than our representatives. Therefore, you agree to permit only our personnel or agent(s) to perform the work included in the scope of this Agreement. Should anyone other than our representatives perform such work, we may, at our option, terminate this Agreement.

Temporary Power: Unless stated elsewhere in this Agreement, we do not include the provision of temporary power. If requested, these services will be provided and charged to you at the rate then in effect.

Responsibility for Tools & Equipment: If you request a multi-day power quality monitoring service, we may have to leave materials, tools, instruments, and/or equipment at your premises, and you agree to be responsible for any loss or damage to our materials, tools, instruments, and/or equipment while stored on your premises. You also agree to bear the risk of any loss or damage to the work that has been completed by us.

Hold Harmless: In the unlikely event that there is a claim, damage, loss or expense that is caused in whole or in part by any active or passive act or omission by you, anyone directly or indirectly employed by you or for anyone for whose act you may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless our representatives and us from and against these claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of our work under this Agreement.

Hazardous Communications: In order to comply with OSHA Hazard Communication Standard Regulations, you agree to make available to our personnel all pertinent Material Safety Data Sheets (MSDS) if required.

Hazardous Substances: Our obligations under this Agreement does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, our sole obligation will be to notify you of the existence of such products and materials. We will have the right thereafter to suspend our work until such products or materials and resultant hazards are removed. The time for completion of the work under this Agreement shall be extended to the extent caused by the suspension of work, and the Agreement Price will be equitably adjusted.

Delays Outside Our Control: In the unlikely event that there is a delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes (including those by our representatives), lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond our control, you agree that we will not be liable for this delay, loss,

damage or detention.

Loss of Profits: Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will we be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of your tenants or clients, or any special, indirect or consequential damages.

Limits of Liability: We guarantee that our performance of services under this Agreement will be in accordance with generally accepted trade practices for similar services. In no event will our liability exceed the total amount of compensation we receive for the services rendered. This guarantee is conditioned upon proper operation and maintenance by you and will not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and will not extend beyond the term of this Agreement.

Dispute Resolution: Should a dispute arise between you and us that remains unresolved, then either party may seek exclusive relief through the procedures of the American Arbitration Association (AAA), Commercial Arbitration and Mediation Center for the Americas (CAMCA), or any equivalent recognized independent arbitrating organization. A single arbitrator shall decide all disputes. The arbitrator shall render a decision no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees, incurred as a result of the dispute. A prevailing party is a party that recovers at least 75% of its total claims or that is required to pay no more than 25% of the claims made against it. We both agree that any action through arbitration against either of us relating to any breach of this Agreement must be commenced within one (1) year from the date of the work.

Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner and that parts repaired or replaced by us will be free from defects in workmanship and material until the end of this Agreement or for 30 days, whichever is earlier. **WE DISCLAIM ALL OTHER WARRANTIES ON THE EQUIPMENT FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories.

Termination: In the event you terminate this Agreement for any reason other than our breach, you agree to pay all costs for the work performed to date.

Purchase Orders: You acknowledge and agree that any purchase order issued by you, in accordance with this Agreement, is intended only to establish payment authority for your internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the purchase order will have any force or effect.

Electrical Distribution System: For the purpose of this Agreement, the electrical distribution system (EDS) is defined as all wiring, cables, bus structure, conductors and components within the Customer's premises used for the distribution of electricity from the point of attachment to the utility to the connection at the line side of any final installed load and includes all of the Customer's switchgear, breakers, disconnects, auto transfer devices, batteries, power conditioners, capacitors, power distribution centers, relays, motor control centers, and motor controllers that are used to distribute power within the Customer's facility, but does not include any rotating electrical equipment. If rotating electrical equipment is included in the Agreement, the scope of this Agreement applies only to the electrical components of such rotating equipment and does not include any prime mover or driven equipment, such as an engine, turbine, compressor, pump or machine.

Severability. Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective, will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

SCOPE OF WORK ADDENDUM *(Continued from Page 1)*



• Lic. 1- 55599 Lic. C1 • Lic. L11 - 71610 A17 - 86869

This **TEGG Designed Electrical Service Agreement** dated November 10, 2014 by and between:

CUSTOMER
Florence Public Works
425 E Ruggles Street
Florence, Arizona 85132 United States

and

TEGG SERVICE CONTRACTOR (TSC)
Sabino Electric Inc.
945 W 29th Street
Tucson, AZ 85713

constitutes the entire Agreement between the aforementioned parties and includes scope of work, terms and conditions, pricing and payment responsibilities for designed electrical services provided at:

Town of Florence Silver King Market Place
425 E Ruggles Street
Florence, Arizona 85132

Solution No.: DES41044219NS
Agreement No.: DES41044219NS

Scope of Work: (see addendum for further details if required)

Proposed Schedule for the Silver King Market Place Electrical Upgrade.

The new SES will be six to eight weeks out from the time a PO is issued.

No later than 10 working days from the bid opening all preliminary work can be started. Conduit, Sub Panels, SES pad.

Upon arrival of the SES a stanby generator will be delivered to feed the occupied spaces with power.

Agreement Price and Payment Terms:

Your Agreement Price based upon the work detailed above is: \$51,446.00

Financing of this service project, is is not desired by the customer. Acceptance of this order by the customer is is not conditioned upon credit approval by TEGG Financial Services.

Payment for these services is due and payable upon execution of this Agreement and in accordance with its Terms and Conditions.

Your and Our Acceptance:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

Authorized For:
Town of Florence Silver King Market Place

Authorized For:
Sabino Electric Inc.

Date

Date

Signature

Signature

Bobby Magee 520-623-6061
General Manager
TEGG Service Division

TO ORDER SERVICES UNDER THIS AGREEMENT WITH A PURCHASE ORDER, PLEASE PROVIDE THE FOLLOWING:
PO Number _____ Date of Issue _____ Customer Signature _____
NOTE: When issuing a purchase order for this Agreement, the services, responsibilities, terms and conditions for both parties remain as detailed in this Agreement.

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AME Electric
3730 E Superior
Suite 100
Phoenix, AZ 85040



Lisa Garcia
Town Clerk
Florence Town Hall
775 N Main Street
PO Box 2670
Florence, AZ 85132

"SILVER KING MARKETPLACE ELECTRICAL UPGRADES"

BID FORM

BID NO.: N/A

Town of Florence – Silver King Marketplace Electrical Upgrade

I, the undersigned, having examined the site and contract documents titled: **Town of Florence – Silver King Marketplace Electrical Upgrade**, propose to furnish all engineering, permitting, labor, materials and equipment to perform all operations necessary to complete the entire work as required by said documents for the stipulated sum of:

TOTAL BID: \$ 21,110.⁰⁰

ADDITIVE BID ALTERNATES

1200 Amp Service: \$ 9,090.⁰⁰

1200 Amp Service w/main breaker: \$ 17,228.⁰⁰

Upgrade APS secondary conduits: \$ 4,845.⁰⁰

AME Electrical

Contractor

Bill Haskins

Authorized Signature

3730 E. Superior Ave, Ste 100 Phoenix, AZ 85040

Address

11/6/14

RCC 071834

Date

Bill Haskins
Estimator
AME Electrical Contracting, Inc
3730 E Superior Ave. Suite 100
Phoenix, AZ 85040
602-437-7222 Fax 602-437-1030
bill@amsselectric.net



3730 E. Superior Ave. #100
Phoenix, AZ. 85040
Ph. 602 437 7222
Fax 602 437 1930
Roc# 06-4663C-11/07-1834L-11

Quote

To: City of Florence

From: Bill Haskins - bill@ameelectric.net

Project Name: Silver King Marketplace Electrical Upgrade

PLAN # _____

Bid Date: November 6, 2014

Plan Date: 10/22/14

Addenda: #1, 2

Revisions:

Combined with the following conditions the project quote is: **

- A) Base Bid for 800 amp service **\$21,110.00**
- B) Adder to upgrade to 1200 amp service **\$9,090.00**
- C) Adder to upgrade to 1200 amp service w/main breaker ... **\$17,228.00**
- D) Adder to upgrade the APS secondary conduits **\$4,845.00**

** Specific Clarifications or Allowance:

- 1) We do not know if APS will require an upgrade to the existing secondary conduit system. If they do require such an upgrade, we may be able to save some money by combining it with the installation of the proposed new gas line.
- 2) The addition of the main breaker in the 1200 amp service is a significant cost increase to meet APS requirements.

The following items are EXCLUDED unless a check mark is shown:

- | | |
|--|---|
| <input type="checkbox"/> Basic sprinkler dialer | <input type="checkbox"/> Fire Alarm System |
| <input type="checkbox"/> Over Time | <input type="checkbox"/> Temporary Power and/or Lighting |
| <input type="checkbox"/> Lighting fixture slack wires | <input type="checkbox"/> Access Panels |
| <input type="checkbox"/> VFD's | <input type="checkbox"/> Cutting/Patching (Walls/Ceilings/Etc.) |
| <input type="checkbox"/> Davis – Bacon Wages used for labor rates | |
| <input type="checkbox"/> Pre-Wiring and/or supplying of: DVD, Security, Telephone, Sound, Clock, or Computer Systems | |
| <input type="checkbox"/> Duct Detectors and/or remote LED's for Duct Detectors | |
| <input type="checkbox"/> Hard dig situations requiring equipment other than standard Backhoe. | |
| <input type="checkbox"/> All formed concrete, i.e. Transformer Pads, Vaults, Pole bases, Slurry etc. | |
| <input type="checkbox"/> Boring, Saw Cutting, repair, removal, and/or installation of any Asphalt or Concrete | |
| <input type="checkbox"/> EMS installation or connection | |
| <input type="checkbox"/> Motion sensor and motion sensors switches except as noted on the plans | |
| <input type="checkbox"/> Provide meters and switches for TI's | |
| <input type="checkbox"/> Primary conduits _____ If | <input type="checkbox"/> Secondary conduits _____ If |
| <input type="checkbox"/> Century Link _____ If | <input type="checkbox"/> Cox conduits _____ If |

Project quote is based on: Electrical (E) Sheets Only

Specifications on plan sheets: Yes

Specifications provided separately: Yes

MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, OCTOBER 6, 2014, AT 5:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Rankin called the meeting to order at 5:08 pm.

ROLL CALL:

Present: Rankin, Smith, Celaya, Hawkins, Montaña, Walter

Absent: Woolridge

WORK SESSION REGARDING THE DEFEAT OF THE EXPENDITURE LIMITATION OR HOME RULE OPTION ON THE PRIMARY ELECTION HELD AUGUST 26, 2014.

Mr. Mike Farina, Finance Director, stated that the Home Rule Option for Alternative Expenditure Limitation vote failed at the August 26, 2014 election. He said that the Town will be required to reduce its expenditures for Fiscal Years 2015-2016 and 2016-2017. Home Rule does not reduce the Town's revenues.

Mr. Farina stated that Home Rule was voted in by Arizona voters in 1980, which amended the State Constitution and established a system of expenditure limitations for all cities and towns, as well as counties and community college districts. He stated that the Economic Estimates Commission sets the expenditure limitation by April 1st of each year for the following fiscal year. A formula was created using population growth based off of the 1978 figure and base expenditures, which is based off of 1979-1980 levels, plus cost of living known as the inflation factor. He stated that the Economic Estimates Commission notifies the Town on July 1st of any population revisions based on any annexations that may have occurred.

Mr. Farina stated that the Home Rule will significantly reduce the Town's budget. Town Council cannot authorize expenditures of local revenues in excess of the State imposed limitation. The pending annexation, that is currently being challenged, if approved by the Arizona Judicial system, will affect the population factor by increasing the estimated limitation for 2015-2016 from \$17,056,500 to \$19,816,400. The estimated reduction for Fiscal Year 2015-2016 is estimated at \$10,694,300 should the annexation be approved. If the annexation is not approved the estimated reduction is estimated at \$12,834,700.

Mr. Farina stated that an estimated \$2,851,000 will need to be removed from the Fiscal Year 2015-2016 operating budget without the annexation occurring and with the removal of all planned capital projects and non-recurring budget items. The estimated amount to be cut from the Fiscal Year 2015-2016 operating budget is approximately \$711,400 if the annexation were to pass. He stated reductions that might be made

could include, across the board cuts, frozen positions, training, travel, personnel, repair and maintenance or any combination of those items.

Mr. Farina stated that the Town Council will determine which areas of the budget will need to be reduced. He stated that with the significant reductions most or all capital projects will be discontinued or differed. Services provided that relate to operations, may or may not be reduced based on the Council's review during the budget process. He stated that the street capital projects and operations in the HURF fund are not likely to be impacted as HURF funds are exempt from the expenditure limitation.

Mr. Farina stated that the immediate option for the Town is to hold an election on the third Tuesday in May 2015 asking voters to approve a specific dollar amount above the State imposed expenditure limitation. The Town can also issue debt prior to the expenditure limitation for a specific purpose. He stated the Arizona Constitution provides three options that the Town could utilize to provide the ability to develop a budget that would allow the Town to maintain the levels of services it currently provides are as follows:

- The Town could hold an election asking the voters to approve a Home Rule Alternative Expenditure Limitation in 2016 for Fiscal Years 2017-2018 through 2020-2021.
- The Town could hold an election during a primary or general election in even years, asking the voters to approve a Permanent Base Adjustment, replacing the 1979/1980 Base, for future Expenditure Limitation calculations.
- The Town could hold an election asking the voters to approve revenue used for acquiring and/or constructing land, buildings or improvements (Capital Projects Accumulation Fund).

Mr. Farina stated there are actions that could happen in the current fiscal year to minimize the impact in the Fiscal Year 2015-2016 budget. These items include; not hiring to fill open positions which has already occurred, not starting any capital projects that cannot be completed before June 30, 2015 and not proceeding with certain items that will add an expense to the 2015-2016 budget. He stated that staff is recommending that they start planning for a May 2015 election, asking voters to approved a specified dollar amount above the State imposed expenditure limitation as allowed by the State constitution. He said staff can also develop two budgets for Fiscal Year 2015-2016 with the State imposed expenditure limitations; one with the annexation and one without the annexation.

Councilmember Walter stated without the annexation, the budget will need to be reduced by \$2.8 million and with the annexation the budget would need to be cut by roughly \$711,000. She inquired if these amounts include the maintenance and operation of the new library and aquatic center.

Mr. Farina stated that the amounts include the maintenance of the library and aquatic center facilities. He said the \$2.8 million and \$711,000 in operating and non-reoccurring

expenses are in addition to cutting the \$2 million contingency fund and approximately \$8 million in capital projects.

Councilmember Montaña inquired what happens to the revenue that is collected during the expenditure limitation time frame that are subject to the rule and when those funds would be available to the Town for use.

Mr. Farina stated that the revenue would stay in the Town's bank account. When the voters approve Home Rule again, then those funds would be available for the Town to use.

Councilmember Montaña inquired what the number would need to be if the Town asked the voters to replace the Permanent Base Adjustment.

Mr. Farina stated that the staff would need to fully research the components that make up the Permanent Base Adjustment and then develop an accurate number that would better reflect the current expenditure and service needs of the Town.

Councilmember Celaya inquired what positions are currently frozen.

Mr. Charles Montoya, Town Manager, stated that the positions he has administratively froze include: Assistant Town Attorney, Grants Coordinator, Graphic Design Digital Media Specialist, Engineering Technician, Mechanic Assistant, Street Maintenance Worker I and a half-time Street Maintenance worker. He stated these positions should not and have not affected the current level of service the Town is providing. He stated the positions that he has allowed to move forward for filling have to do with the Police and Fire Dispatch and a Building Inspector.

Councilmember Celaya inquired if the Town held an election in May 2015, would the vote be in effect for one year or two years.

Mr. Farina stated that the vote would be good for one year. The Town would need to hold another election in May 2016.

Councilmember Hawkins stated that he is concerned with hiring any further staff. He stated that he believes staff openings should be looked at and filled by moving current staff to fill them.

Mr. Montoya stated that the dispatchers are needed to ensure the service to the Town is not compromised as the department is currently understaffed. He stated that Council previously approved two Building Inspector positions. Currently one is filled and the Town is utilizing contracted services for the other which is costing the Town double the cost of a direct hire.

Mayor Rankin stated that previous history of expenditure limitations did not permit the Town to be able to provide the services the citizens needed and expected. Through

annexation of the prisons in the 1980's, revenue was generated that allowed for services to reach the levels they are today. He stated that the loss of Home Rule will impact many areas of the Town including capital improvements; water and wastewater improvements and street maintenance.

Mayor Rankin stated that he has asked Vice-Mayor Smith to lead an action committee to move forward with the option of having a May 2015 election. He stated that Council is working through the legal challenge of the voter approved annexation, but together the Town will move forward through these complicated situations.

Councilmember Celaya stated that the failure of Home Rule is due to the negative impression of Home Rule. The reality is that the Town will still collect the revenue, it just cannot spend it.

Vice-Mayor Smith stated that he has agreed to lead the action committee for the May 2015 election because he believes in it. He stated that he does not want to see the Town reduce services.

Councilmember Hawkins stated that Council needs to see the budget options that Mr. Farina spoke to and be fully aware of what the fiscal reality is going to be for the Town.

Councilmember Walter asked for confirmation that the CFDs are not included in the expenditure limitations and would another option be to create CFDs within our communities.

Mr. Farina stated that it could be a possibility to create new CFDs but this would require voter approval. He stated that staff does need a work session with Council to review CFDs and what the future direction for them will be.

Councilmember Walter stated that other Cities and Town have brought in CFDs into older communities within their municipalities. She stated that she would like to see Council be more involved in the budget development.

Councilmember Montañó asked Ms. Garcia what the cost would be to hold the election in May 2015.

Ms. Garcia, Deputy Town Manager/Town Clerk, stated that the estimated cost of the election would be \$8,000 - \$10,000.

INVOCATION

Councilmember Walter led the Invocation

PLEDGE OF ALLEGIANCE

Mayor Rankin led the Pledge of Allegiance

Florence Town Council Meeting Minutes

October 6, 2014

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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.

Mr. Jerry Ravert, Florence Resident, stated that he believes the approved library/aquatic centers are going to be built in the flood plain of the Gila River and believes the project should be relocated south of the Gila River.

Ms. Ruth Harrison, Florence Resident, stated that she is concerned that bulk trash has been accumulating throughout Town. She asked that Council authorize the Town Manager to utilize staff to clean up the bulk trash in honor of Make a Difference Day this month.

PUBLIC HEARING

Public Hearing on an application received from Gayle Liane Davis, The Bottle Shoppe, located at 231 N. Main Street, Florence, Arizona, for a transfer of Type 9 Liquor License; and for Council recommendation for approval or disapproval of said license.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated the Town Clerk's Office received the application and posted it at The Bottle Shop for the required 20 days. The Town has not received any complaints regarding the application. Town staff recommends that the Town Council approve the application.

Councilmember Hawkins inquired if this is a request for a new license or a license transfer.

Ms. Garcia stated the request is for a transfer of license.

Mr. James E. Mannato, Town Attorney, stated the license is in the name of Laura Behrens; current owner of The Bottle Shop, who is requesting to transfer the license to Gayle Liane Davis.

Councilmember Hawkins inquired if the business location is going change.

Ms. Garcia stated that a request for license transfer is a change in name of the person who will be operating a business under the name of The Bottle Shoppe with a liquor license. It will be the same exact license that is in play at The Bottle Shoppe at this time.

Vice-Mayor Smith inquired if Ms. Gayle Liane Davis, is leasing or buying The Bottle Shoppe.

Mayor Rankin stated that Ms. Davis and her mother owned the drug store and The Bottle Shoppe and sold them to Laura Behrens. The business is going through foreclosure and will be reverting back to the original owner; Gayle Davis.

Ms. Garcia read a statement from Gayle Davis requesting an interim permit to begin operating The Bottle Shoppe during the foreclosure process.

Vice-Mayor Smith inquired if Ms. Davis will be operating the business.

Ms. Garcia confirmed that Ms. Davis will be operating the business.

Mayor Rankin opened the public hearing. There being no public comments, the public hearing was closed.

On motion of Councilmember Montaña, seconded by Councilmember Celaya, and carried to submit a recommendation for approval to the Arizona Department of Liquor License and Control on the application submitted by Gayle Liane Davis, The Bottle Shoppe, located at 231 N. Main Street, Florence, Arizona.

CONSENT: All items indicated by an (*) 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.

***Approval of the contract with BBAR Consulting Services, to carry out Housing Rehabilitation Specialist services required under the Owner-Occupied Housing Rehabilitation Program.**

***Adoption of Resolution No. 1482-14:**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1482-14 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ORDERING THE ABANDONMENT OF A PORTION OF RIGHT-OF-WAY WITHIN FLORENCE, ARIZONA, GENERALLY DESCRIBED AS SITUATED IN THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA RIVER MERIDIAN, THE EAST 19.5 FEET OF PINAL STREET FROM 11TH STREET TO 10TH STREET.

***Ratification of the Chamber of Commerce's Special Event License to the Arizona Department of Liquor Licenses and Control, for their October 2, 2014, Monthly Business Mixer.**

***Authorization to forward a favorable recommendation to the Arizona Department of Liquor License and Control for the Pinal County Historical Society Museum's application for a Special Event Liquor License for a fundraiser to be held on November 6, 2014, at the Pinal County Historical Society Museum.**

***Proclaim October 2014 as National Community Planning Month in the Town of Florence and highlight the contributions, sound planning, and plan implementation to make resilient communities.**

***Approval of accepting the register of demands ending August 31, 2014, in the amount of \$2,948,339.48.**

On motion of Vice-Mayor Smith, seconded by Councilmember Montaña, and carried to approve the items on consent agenda as submitted, excluding item 8a.

***Approval of the contract with BBAR Consulting Services, to carry out Housing Rehabilitation Specialist services required under the Owner-Occupied Housing Rehabilitation Program.**

Councilmember Hawkins inquired what the selection process is for the program.

Mr. Ernie Feliz, Grants and Assessments Manager, stated that the application selection is based on the date of the application and the eligibility of the applicant.

Vice-Mayor Smith inquired if the eligible applications will come before Council for approval.

Mr. Feliz stated that Council previously created a set of Owner-Occupied Housing Rehabilitation guidelines. Selection of eligible applicants will be based off those guidelines.

Councilmember Hawkins inquired how many applications have been received.

Mr. Feliz stated 14 applications have been received.

Mayor Rankin asked if the monies for these services are from Community Development Block Grant and Home funds. He also inquired if the Town will be able to assist more eligible applicants by using both funding types.

Mr. Feliz stated that the monies are from the Community Development Block Grant and the State Housing grant. He stated that the funds have been received from the State but the number of eligible homes that will receive services will depend upon the amount of qualified work needed by each eligible applicant.

Mayor Rankin inquired how Ms. Rosa Bruce with BBAR Consulting Services will be assisting with the program.

Mr. Feliz explained Ms. Bruce will be managing the project, lining up contractors, supervising work to ensure compliance with the guidelines of the Department of Housing. Ms. Bruce is a consultant with the City of Coolidge and City of Eloy and is very versed on these types of grant projects.

On motion of Councilmember Walter, seconded by Councilmember Hawkins, and carried to approve entering into a contract with BBAR Consulting Services, to carry out Housing Rehabilitation Specialist services required under the Owner-Occupied Housing Rehabilitation Program.

DEPARTMENT REPORT

Manager's Report

Department Reports

Community Development

Courts

Finance

Fire

Library

Parks and Recreation

Police

Public Works

Utilities

The Department Reports were received and filed.

CALL TO THE PUBLIC

Mr. Wilbur Freeman, Florence Resident, stated that he personally wanted to thank the Council for adopting Resolution No. 1482-14, which cleared up a long-standing encroachment issue.

CALL TO THE COUNCIL

Councilmember Walter expressed her appreciation of Mr. Feliz's efforts in writing the grant applications. She also asked for follow up regarding Ms. Harrison's request to have the bulk trash cleaned up that is collecting in the right-of-ways.

Councilmember Hawkins stated that he has received many positive comments regarding the crosswalks on Main Street.

Vice-Mayor Smith stated he knows that the Town has received complaints regarding bulk pick-up since RAD took over the trash service for the Town. He personally thinks

this service needs to be reviewed with RAD and reverted back to the way the Town picked up bulk trash when the trash service was operated internally.

Councilmember Hawkins stated that he believes this has been discussed with RAD when the service was first being reviewed and established with them. It would require the Town to create a facilities district, as the services would not be equal in all areas of Town.

Mayor Rankin stated that he would encourage everyone to keep service men and women in their thoughts. He thanked Florence High School and Napa for paving their parking lots and noticed that the west end of Butte is now being paved as well. He stated that all these projects help the Town to look better. He stated that he agrees that some areas of Town are getting cluttered and the Town does have an opportunity to do better with assistance from RAD.

ADJOURN TO EXECUTIVE SESSION

On Motion of Councilmember Montaña, seconded by Councilmember Walter, and carried to adjourn to Executive Session.

Councilmember Woolridge attended the executive session via telephone.

For the purpose of receiving legal advice from the Town Attorney and for discussion and consultation with the Town Attorney regarding pending litigation pertaining to Annexation 2013-01 and Annexation 2013-02, pursuant to A.R.S. § 38-431.03(A)(3) and (4).

ADJOURN FROM EXECUTIVE SESSION

On motion of Vice-Mayor Smith, seconded by Councilmember Hawkins, and carried to adjourn from Executive Session.

ADJOURNMENT

On motion of Vice-Mayor Smith, seconded by Councilmember Walter, and carried to adjourn from the meeting at 7:23 p.m.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on October 6, 2014, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, OCTOBER 20, 2014, AT 6:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Rankin called the meeting to order at 6:00 pm.

ROLL CALL:

Present: Rankin, Smith, Celaya, Hawkins, Montaña, Walter, Woolridge

INVOCATION

Mayor Rankin called for a moment of silence

PLEDGE OF ALLEGIANCE

Mayor Rankin led the Pledge of Allegiance

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.

Ms. Ruth Harrison, Florence resident, stated that she felt the design plans for the library need to be reviewed for better light structures, elements for the building and better shade structures for the windows. She stated that she would like to see the public have the opportunity to review the design plans with these recommendations before they are approved.

PRESENTATION

County Attorney Lando Voyles presentation on domestic violence and the new Family Advocacy Center in San Tan Valley, Arizona.

Mr. Lando Voyle, Pinal County Attorney, stated that the Family Advocacy Center is building a new facility in San Tan Valley which will provide services to women and children in a non-abrasive environment. He stated that clients are able to receive services within a 24-hour time frame ranging from police interviews, medical and mental health services, clothing vouchers and relocation assistance, if needed. Mr. Voyle

stated that prosecutions of these offences serviced in the Eloy facility have increased due to collection of the information and evidence needed within 24 hours of notification.

Mr. Voyle commended Police Chief Daniel Hughes for the training that has been done with the Florence police officers to better identify crimes against women and children. He stated that the training has increased the ability of officers to identify crimes against women and children which in turn has helped to reduce the opportunity for these crimes to be escalated or repeated.

Mr. Voyle stated that the grand opening of the Family Advocacy Center will be on December 3, 2014.

Mayor Rankin inquired if there are enough safe homes available for women and children who have experienced these crimes.

Mr. Voyle stated that there are not enough safe homes in the area to meet the demand. He stated that the safe homes and shelters are full to capacity. He stated that law enforcement is identifying these crimes at a higher rate which is increasing the demand for these services and shelters in the area.

Councilmember Montaña stated that he would like to thank Mr. Voyle for approaching the Arizona Public Safety Foundation to participate in the development of the Family Advocacy Center in the San Tan Valley.

Mr. Voyle stated that he is thankful for the Arizona Public Safety Foundation and the community for teaming up with Pinal County to build the Center.

Presentation by Greater Florence Chamber of Commerce recognizing Service Masters as the Business of the Month.

Mr. Jim Gilloon, Office Manager, Greater Florence Chamber of Commerce, recognized Service Masters, as the business of the month for October, 2014. Services Masters has been a member of the Chamber of Commerce for three years, and has been a loyal and dedicated member of the Chamber and has provided service to the Town of Florence.

Mr. Rick Lester, owner of Service Master, accepted the award and thanked the Chamber and Council for the recognition. He stated that the company was founded by his father-in-law, Mr. Ed Smith. Service Master provides 24 hour emergency services as well as carpet and tile cleaning throughout Pinal County.

CONSENT: All items indicated by an (*) 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.

***Approval of the purchase of one (1) Tymco 600 Regenerative Air Sweeper for the Public Works Department from H&E Equipment Services.**

***Approval to reimburse Electrical District No. 2 for the relocation of poles to accommodate road widening and signalization on Diversion Dam Road and State Highway 79 intersection, in an amount not to exceed \$53,307.84.**

***Approval of the September 2 and September 15, 2014 Town Council minutes.**

***Receive and file the following board and commission minutes:**

- i. August 20, 2014 Joint-Use Library Advisory Board minutes.**
- ii. June 19, July 10, and September 4, 2014 Planning and Zoning Commission minutes.**

On motion of Councilmember Walter, seconded by Councilmember Montaña, and carried to approve the Consent Agenda, as written.

UNFINISHED BUSINESS

Update from Parks and Recreation Director Bryan Hughes on the Library and Recreation Complex Construction Project.

Mr. Bryan Hughes, Parks and Recreation Director, stated that the design development documents have been completed and are currently being reviewed by staff and the project manager. He stated that the design development documents were presented to the Joint-Use Library Advisory Board, Parks and Recreation Advisory Board, and the Planning and Zoning Commission with favorable recommendation from each to be forwarded to the Council. He stated that this phase of the project is on schedule.

Ms. Denise Kollert, Chairperson of the Joint-Use Library Advisory Board, stated that the Advisory Board reviewed the design for the new library/recreational facility and, with a unanimous vote, will be forwarding a letter of support for the design development documents.

Mr. Jeff Denzak, Swaback Partners, stated that the approach to the Territory Square Project is to build it in phases, with Phase I being the library and aquatics facilities. He stated that the approach to Phase I and future phases is how each phase will affect future projects and the impact it will have on the overall environment.

Mr. Denzak stated that the strategy to resolve the issues related to the flood plain associated with the 40 acres, known as Town Square, is to raise the grade of the parcel three to four inches by bring in dirt from the parcel just north of the 40-acre parcel.

Mr. Denzak stated that the development of the design characteristics and elements of the master plan has been to create focal points that preserve and reflect the prairie and

ranch history of Florence. He stated that Phase I will serve as the entryway into Territory Square, and as such, the Design Team has taken consideration in the selection of materials to be used for the buildings and roofs, creating multi-level focal points at street level and pedestrian views.

Mr. Denzak stated that a master plan such as Territory Square will be a project that will change and evolve as each phase is built. He stated by creating a visual overlay of what future projects may look like now, it will create the framework needed to ensure each phase complements the other.

Mayor Rankin inquired how many acres the Town owns beyond the 40 acres currently put aside for Territory Square. He also inquired if the land that will supply the dirt to raise the grade will ever be developed.

Mr. Mark Eckhoff, Community Development Director, stated that the majority of the land that the Town owns is north of River Road. He stated that the Town owns land west of the 40 acres and estimates the total amount of land that can be developed is approximately 100 acres. He stated that the remainder of the land will be undeveloped, tiered open space which includes the area that the dirt will be coming from.

Councilmember Hawkins inquired if raising the land grade by four feet will resolve the flood plain issue. He inquired if the privately owned land, surrounding the 40 acres, will need to be raised as well.

Mr. Eckhoff stated that the private land, adjacent to the Town's parcel, will need to be raised out of the flood plain once it is approved by FEMA.

Councilmember Montañó inquired if raising the land grade to get it out of the flood plain will be for the 100 year flood plain or the 500 year flood plain.

Mr. Eckhoff stated that the raising of the land grade, which is closer to three feet, will remove the land from all FEMA flood plains.

Councilmember Walter inquired which FEMA flood plain would the land be lifted out of if the land grade is raised by three feet.

Mr. Wayne Costa, Public Works Director, stated that three feet will keep the parcel one foot out of all of the flood plains.

Mr. Aaron Babcock, Hidell Architects, stated that the gateway to the Territory Square Plaza is located on the southeast corner of the parcel with the library to the north. He stated that west of the plaza is the future recreation building, and continuing west is the aquatic center and the soccer fields. He said directly behind these areas will be parking for all of the facilities.

Mr. Babcock stated that the area is flat and dirt will be moved to the parking areas to create detention basins in the soccer fields which will collect drainage for the 40 acre parcel.

Mr. Babcock stated that the landscaping on the project will consist of Chinese Pistache trees, Ruella and Desert Museum Hybrid Palo Verde.

Mayor Rankin inquired as to the difference between the Desert Museum Hybrid Palo Verde tree and the regular Palo Verde tree. He inquired if the tree were able to remain rooted during a storm.

Mr. Eckhoff stated that the Desert Museum tree has been cross-bred to reduce the amount of flowers and shedding that a regular Palo Verde does and it has a stronger root base to keep the tree more stable during a storm. He stated that these are conceptual and staff can research various options for landscaping.

Councilmember Hawkins inquired as to what size trees will be planted.

Mr. Eckhoff stated that, budget permitting, larger trees such as a 24-inch or 48-inch box can be used in the plaza.

Vice-Mayor Smith stated that the large trees by the Florence Museum would be beautiful to use in the plaza.

Mr. Bryan Hughes, Parks and Recreation Director, stated that staff has discussed using larger trees, especially in the plaza area, which will create shade quicker.

Councilmember Montaña stated that the Desert Museum Palo Verde is a hybrid of the Blue Palo Verde. He stated that when the yellow flowers bloom, which are the state flower, along with the poppy, it will add to the aesthetic environment of the area.

Councilmember Walter inquired if the use of fruit trees for the Phase I project was considered.

Mr. Hughes stated that the use of fruit trees were not considered as the focus of the landscape program is to use low water, low maintenance vegetation with a pop of color.

Mr. Babcock stated that the shared plaza space between the library and the recreational center allows for access to project rooms. He stated this unique feature provides efficient utilization of the rooms and programming opportunities. The aquatic center has a bathhouse and leisure pool with sunshades that leads into an area for swim lessons. It also has eight lane competition pool, two slides and a dive well.

Mr. Babcock stated that in-line with the master plan; the plaza element is now the backdrop for Territory Square as you approach from the south. The building design

came from the cultural history of Florence, utilizing it in a modern way. The idea is to allow pedestrians walking by to see what is happening in the library and to allow patrons of the library to enjoy the plaza.

Mr. Babcock stated that the library will be approximately 27,000 square feet, broken down into smaller components, which will break down into smaller components, allowing the building to appear as if it was made up of several smaller buildings, mimicking the store fronts of old downtown.

Mayor Rankin stated he did not like the sharpness of the building.

Councilmember Hawkins stated he does not like the look of the buildings and they might look better if arches were added to soften the appearance.

Councilmember Walter inquired about the following: how the glass of the windows will stand up to rocks or other objects thrown at them; window coverings to defuse glare; cleaning of the windows in regards to the labor needed on a daily basis; and the safety level of having so much glass on the building.

Mr. Babcock stated that there are many evacuation options for the facility in case of any form of danger that would require the facility to be evacuated. He stated that the glass windows will have a 1 inch low-E coded glaze, which means the two pieces of glass are argon filled which insulates the window. Each window will have a slight bronze tint which enhances the efficiency of the building by reflecting the radiant heat. The windows will have exterior shading to reduce glare. All glass that is used at ground level must be tempered and is heat treated which becomes strong so when a rock or other object hits it, it will shatter instead of breaking into large pieces. He stated that the library is a public building and the material that is being proposed is durable, efficient and beautiful.

Councilmember Walter inquired as to what the warranty is on the windows.

Mr. Babcock stated that the warranty is will be on the glazing and the frame system. He stated that building as a whole has a one year warranty.

Councilmember Montaño inquired if the area on the top of the building was glass.

Mr. Babcock stated that the area in question is glass acting like a skylight allowing natural light into the library.

Vice-Mayor Smith inquired if there are going to be benches in the plaza.

Mr. Babcock stated that the plaza will have bench seating built into the walls.

Councilmember Montaña inquired if there are drinking fountains planned. He said with the volume of patrons that will be using the facility, exterior drinking fountains will be needed.

Mr. Babcock stated there are not any exterior drinking fountains, but drinking fountains can be addressed. He stated that the plaza will have conduit running into the area for future installation of electrical and audio video wiring.

Councilmember Hawkins inquired if the concerns stated this evening can be addressed prior to the construction starting in November.

Mr. Bryan Hughes stated that simultaneously with the design review packet, staff is working on construction documents that can be completed and started on while the design review packet is completed. He stated that by having a mixture of building materials for the library, it will allow for a significant savings, which maximizes the budget for the project to its fullest.

Councilmember Hawkins stated that he would like to see more arches and more of a southwest design added to the building.

Mayor Rankin asked staff to come up with design alternatives to reflect the concerns of the Council. He inquired why a flat roof is being used.

Councilmember Celaya stated that he likes the look of the project as a whole but would like to see more continuity with the landscaping that is exiting on Main Street and a smoother transition from the Main Street corridor into the Square.

Mr. Babcock stated that the design team will review the comments and will provide Council with options. He stated that flat roofs are being used as they provide a way to hide the HVAC systems for the building.

Mr. Hughes stated that staff and the design team will provide design options based on the review this evening at the November 3, 2014 regular Council meeting.

NEW BUSINESS

Discussion/Approval/Disapproval of the resignation of Jeff D. Wooley from the Planning and Zoning Commission with regrets and authorization for staff to advertise board and commission vacancies.

Mr. Mark Eckhoff, Community Development Director, stated that Mr. Wooley has served the Town for 14 years and thanked him for his years of service.

Mr. Jeff Wooley, Planning and Zoning Commission Chairperson, thanked the Council for allowing him to be a part of the development process of Florence.

Mayor Rankin stated that Mr. Wooley has served on the Commission providing leadership and support for the development of the Town.

Councilmember Hawkins stated that Mr. Wooley has been a professional asset to the Planning and Zoning Commission and will be missed.

Councilmember Woolridge stated that she appreciated Mr. Wooley's outstanding efforts on the Commission.

Councilmember Montaña thanked Mr. Wooley for his service on the Planning and Zoning Commission and stated that Mr. Wooley is also very involved in the Florence school system.

On motion of Councilmember Hawkins, seconded by Councilmember Walter, and carried to approve the resignation of Jeff D. Wooley from the Planning and Zoning Commission with regrets and authorization for staff to advertise board and commission vacancies.

Discussion/Approval/Disapproval of entering into a contract with R.K. Sanders, Inc., for Diversion Dam Road-Street Improvements Project, in an amount not to exceed \$1,021,985.10.

Mr. Wayne Costa, Public Works Director, stated that the contract is for the widening of Diversion Dam Road. He stated that the \$1,021,985.10 includes road widening, road construction, curbs and gutters, storm drainage and street lighting. He stated that the project is funded by the HURF Capital Improvement Plan which provides for the reconstruction of Diversion Dam Road to a major collector and providing for intersection improvements onto State Highway 79. He stated that CCA has contributed 33% of the expense of this project. He stated that a coincidental ADOT project provides for a traffic signal to allow entry onto State Highway 79 with a pre-emptive signal sensor on 1st Street for emergency vehicles.

Councilmember Hawkins inquired if the traffic light installation will run concurrent with the road widening project.

Mr. Costa stated that the installation of the traffic light will occur during the road widening project with a completion date of mid-May early June 2015.

Vice-Mayor Smith inquired if the irrigation equipment on the south east corner of Diversion Dam Road and Highway 79 will be relocated.

Mr. Costa stated that the equipment will be relocated.

Councilmember Montaña inquired if the ingress and egress into the Shell Station will be hindered.

Mr. Costa stated that the road widening project will run east, past the Super Star and McDonalds ingress and egress points. He stated that the project will create concrete curbing that will stop the parking of vehicles at the intersection of Diversion Dam Road and Highway 79. He stated that there will be intermittent left turn lanes on Diversion Dam Road down to Bowling Road to allow access to business.

Councilmember Montaña inquired if the current ditches will be redeveloped.

Mr. Costa stated that lateral detention basins will be installed along the north and south sides of Diversion Dam Road. There will also be an outlet on the north side to accommodate excess storm water.

Mayor Rankin inquired as to where the excess water would go.

Mr. Costa stated that there is an existing drainage ditch that goes through Pinal County property and into an existing retention pond.

Mayor Rankin inquired if the APS power pole on 1st Street and Highway 79 is being moved.

Mr. Costa stated that moving APS power pole is not part of the project.

Councilmember Hawkins inquired if the water is being sent into the Pinal County retention pond.

Mr. Ken Martin, Willdan Engineering, stated that the water will go from the north side of Diversion Dam Road into the ditch. He stated the capacity of the ditch is sufficient for the storm water experienced in this area but they have not reviewed the capacity of the Pinal County retention pond.

Mr. Costa stated that the meter flow in the area and installation of the dry wells on the north side of Diversion Dam will alleviate the flooding in this area.

Councilmember Hawkins inquired if there are flooding issues currently at the intersection of Diversion Sam Road and Highway 79.

Mr. Costa stated that the area is experiencing flooding during heavy rains. He stated that the project will address the storm water by installing the lateral dry wells on the north and south sides of Diversion Dam Road.

Councilmember Montaña inquired if GEO Corrections has contributed to the widening project of Diversion Dam Road, just as CCA has.

Mr. Costa stated that GEO has not contributed to this project.

Mayor Rankin inquired if there is a business inquiring about a building behind McDonald's, and if so, are they in favor of this project.

Mr. Costa stated that there is a business looking at building behind McDonald's and they are agreeable to a single entrance and exit to their facility.

On motion of Councilmember Walter, seconded by Councilmember Hawkins, and carried to enter into a contract with R.K. Sanders, Inc., for Diversion Dam Road Street Improvements Project, in an amount not to exceed \$1,021,985.10.

Discussion/Approval/Disapproval of entering into a lease agreement with the Florence Mosaic Church of the Nazarene (Florence Fudge Company) for the Silver King Marketplace, Suite 102.

Ms. Jennifer Evans, Management Analyst, stated that the Florence Mosaic Church of the Nazarene has operated the Florence Fudge Company in the Silver King Marketplace for four years. They are the longest standing tenant of the Silver King Marketplace. She stated that the Florence Fudge Company currently leases Suite 101 and would like to move to Suite 102 which would allow them to expand their operations, expand their menu, and start offering a dinner menu on Friday nights. They also plan to be open during special events at Padilla Park and expand their catering services to accommodate larger events.

Ms. Evans stated that the issue regarding the collection of the Transaction Privilege Tax for the Town of Florence has been resolved. She stated that the proposed use of Suite 102 as a restaurant conforms to existing Downtown Commercial zoning and adheres to the Silver King Marketplace Lease Policy.

Mayor Rankin stated that he believes the Florence Fudge Shop has done a wonderful job in developing their business and thanked them for resolving the tax issue with the Town.

On motion of Vice-Mayor Smith, seconded by Councilmember Walter, and carried to enter into a lease agreement with the Florence Mosaic Church of the Nazarene (Florence Fudge Company) for the Silver King Marketplace, Suite 102.

Ms. Doretta Allison, Mosaic Church Board Appointed Project Supervisor, stated that the Florence Mosaic Church of the Nazarene is very excited to have Padilla Park as their neighbor and looks forward to future business growth.

Resolution No. 1473-14:

Mr. Charles A. Montoya, Town Manager, read Resolution No. 1473-14 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING REVISIONS TO THE TOWN OF FLORENCE PERSONNEL POLICY.

Mr. Scott Barber, Human Resources Director, stated that staff has been reviewing the Florence Personnel Policy, inclusive of the Drug and Alcohol Policy. He stated that staff determined the need to expand the language in the Personnel Policy document to ensure the Town takes full advantage of the liability protection provided by the Arizona Revised State Statutes creating a good-faith standard regarding drug and alcohol issues. He stated that the proposed revision is to Article II, Section 216; Employee Drug/Alcohol Testing. He stated that staff also discovered typographical errors in Policy Article IX, Section 903; Administrative Suspension, that needs to be corrected.

Councilmember Walter inquired as to what the original language is versus the proposed new language. She inquired if the new language would violate the Health Insurance Portability and Accountability Act (HIPAA).

Mr. Barber stated that change that is being requested expands the language, taking specifics from the Arizona Revised Statutes, specifying what type of testing will be conducted and under what circumstances. He stated that HIPAA does not shield an employee from the responsibility of disclosing to their supervisor any medically prescribed or over-the-counter medication that may potentially impair the safe performance of his/her duties.

Councilmember Celaya stated that he believes that Pinal County uses an Occupational Health Nurse that intervenes in those types of situations and makes the determination if the employee is fit to perform their job while on the medication.

Councilmember Hawkins stated that he believes it is appropriate to have employees communicate directly with their supervisors regarding any medications that might hinder them to perform their job safety.

Councilmember Walter inquired how medical marijuana would impact the Drug and Alcohol policy regarding testing of employees. She inquired if an Intergovernmental agreement could be made with Pinal County to share resources for an Occupational Health Nurse.

Mr. Barber stated that the laws of the State of Arizona regarding medical marijuana do not protect an employee. He stated the laws of the State of Arizona state that an employee may not use or be "under the influence" of marijuana on the job. He stated the Town does not have an Occupational Health Nurse on staff to utilize in this process.

Councilmember Hawkins stated he does not believe the Town needs to utilize an Occupational Health Nurse to review medications of employees under the Drug and Alcohol Policy.

Mayor Rankin stated that he believes the recommendation as written is appropriate. He stated that staff can look into the opportunities to share Occupational Health Nurse services with Pinal County.

Councilmember Celaya requested that HIPAA be explained.

Mr. Barber stated that HIPAA protects individuals' medical information. He stated for the Town, HIPAA responsibility is for the Fire Department, emergency medical treatment, providing the protection of collected medical information. He stated in the Town's Human Resources Department, the responsibility for HIPAA applies to employee health insurance.

Councilmember Montaña stated that he thinks working with an Occupational Health Nurse is good practice with the Drug and Alcohol Policy.

On motion of Councilmember Woolridge, seconded by Councilmember Hawkins, and carried to adopt Resolution No. 1473-14.

MANAGER'S REPORT

Councilmember Woolridge inquired if Padilla Park is a pet park.

Mr. Montoya stated that animals are required to be on a leash and pet owners are obligated to clean up after their pets. He stated that there is a recommendation to install pet waste disposal stations.

CALL TO THE PUBLIC

Ms. Denise Kollert, Florence Resident, stated she believes pet owners need to be educated on their responsibility to clean up after their animals.

Ms. Ruth Harrison, Florence Resident, stated she had spoken to the Jeff Denzak and Aaron Babcock regarding her concerns with the design element of the new library. She stated that Mr. Babcock would provide Council with modification options of the elements. She stated that Saturday, October 25, 2014 is "Make a Difference Day", and requested that the Town utilize staff to clean up the bulk trash from the public right-of-ways.

CALL TO THE COUNCIL

Councilmember Montaña stated that he was looking at the Town logo and the element that Ms. Harrison is concerned about it representative of elements in the Town logo. He stated that Florence Park and Recreation Department will be sponsoring its first hike in the Superstition Mountains in November.

Councilmember Walter reminded everyone of the upcoming election and encouraged everyone to vote.

Mayor Rankin stated he would like to remind all citizens to be professional and courteous when working with Town staff.

ADJOURNMENT

On motion of Councilmember Woolridge, seconded by Councilmember Hawkins, and carried to adjourn the meeting at 8:25 pm.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on October 20, 2014, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

**TOWN OF FLORENCE
HISTORIC DISTRICT ADVISORY COMMISSION
MEETING MINUTES**

REGULAR MEETING OF THE HISTORIC DISTRICT ADVISORY COMMISSION OF THE TOWN OF FLORENCE HELD WEDNESDAY, AUGUST 27, 2014, AT 6:00 PM, IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Chairman Wheeler called the meeting to order at 6:00 pm.

ROLL CALL:

Present: Wheeler, Madden, Smith, Reid, Cochran, Adam and Tapia.

PLEDGE OF ALLEGIANCE

Chairman Wheeler led the Pledge of Allegiance.

DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meeting conducted on April 30, 2014, and special meeting on July 16, 2014.

On motion of Commissioner Reid, seconded by Commissioner Madden, and carried to approve the minutes of the regular meeting conducted on April 30, 2014, and special meeting on July 16, 2014 with corrections.

STAFF PRESENTATION/DISCUSSION

CASE HDAC-01-14-DR (TOWN MURALS)

PRESENTATION/DISCUSSION of a Design Review application for proposed wall murals located at 20 North Main Street, and 75 N. Bailey Street, Florence, Arizona.

Heath Reed, Town Planner, stated that throughout the State and across the County, murals are being refurbished and added to Downtowns as public art pieces. Town leadership have discussed the value of art projects in the Town of Florence and voiced a desire to incorporate public art into the community. Historically, the Downtown area has had wall mural signs hosting different type of advertisement and historical sites of the Town.

The first meeting for the Windmill Winery and 76 murals was held on February 26th, 2014. The Historic District Advisory Commission did not approve the application for Design Review and asked the applicant to go back to the drawing board due to concerns of interpretation of off premise signage. The direction from the Commission was to incorporate more of a town feel that celebrates Florence's history. Staff held multiple meetings with the applicant and artist and walked the site to generate ideas for the newly created mural design.

A work session was held on April 30th, 2014 to discuss an updated mural rough sketch presented by the artist to get additional direction and refinement from the Commission and staff. Town staff gathered comments to lay a foundation for the next phase of the process by directing the artist to produce a more refined rendering and pin point certain aspects and elements of the mural.

The intent of this application is to restore a historic wall mural and to add a new wall mural in the District. At this stage, staff along with the applicant has been working with a muralist in creating and restoring two different murals. This meeting, staff along with the applicant desire to seek refinement and direction from the Historic District Advisory Commission (HDAC) members on a sketch for the proposed new mural that will be located at 20 N. Main St. facing Butte Avenue.

The 1949 Clemans Motors Chrysler-Plymouth Dealership building located at 20 N. Main Street will host an artistic landscape mural of the Town on the south side of the wall. Currently, the building has been repainted and is vacant. The location of the mural will be on the south wall facing Butte Avenue welcoming visitors from the south into Downtown.

The applicant has provided a refined sketch of the proposed mural to staff and the HDAC Commission. The applicant and muralist desire to have an additional discussion with the Commission to gather thoughts, ideas and seek final comments and direction to produce a mural that the HDAC can support and approve.

The proposed murals will be a vibrant addition to Main Street and to the Downtown visual experience. Both murals would provide a desirable environment for its occupants and visiting public, as well as its neighbors.

Discussion was had amongst the Commission and staff on the elements that are presented within the latest proposed mural draft. Discussion continued on what should be added and or changed to refine the mural for the final draft.

Commissioner Reid stated that at a previous meeting the Commissioners commented that they would like to have children on horses in the mural and they are not currently on it.

Discussion was had on the building and windows and the large space each window covers up in what potentially could be useful art space. Discussion continued on potential opportunities to cover the windows and continue the mural and be able to add more elements of the Town into the mural.

Discussion was had on the Windmill Winery logo and options of location of the logo or the iconic barn and windmill within the mural.

Commissioner Reid asked if a compromise could be made on windmills given that the Town had water windmills.

Chairman Wheeler stated she is concerned going from this discussion to a final vote. She would like if the Commission could receive an advanced draft one more time before they vote. She stated there are many open questions and walking away could make it too open-ended. She did not believe they are far enough along for the artist to do the work without more direction.

Mr. Olgin responded that he agrees one more final design is a good idea. He is not sure if seven people will fully agree on everything, but would like to try to incorporate as many comments as possible and have at least one more review prior to voting.

Staff presented that one of the concepts staff uses when working with architects on development plans is to provide comment on the site plans of issues or corrections/suggestions. Staff suggests that the Commission take the copy of the mural, take a red pen, and circle what they like and cross out what they do not.

Mr. Reed stated that the goal is to get a final draft that is colored ready for the September 24th meeting. Mr. Reed clarifies that the Commissioners would like to review the draft one additional time prior to giving a final vote. If the Commission would like to review the mural one last time, the proposed final date may have to be delayed per the direction of the applicant.

Mr. Olgin stated that the owner is paying for the mural out of his own pocket. Staff wants to be clear that they are not pushing off premise signage, as that is not what this is. It is a drawing to embrace and show Florence.

No motions were taken.

STAFF REPORT

A. Historic marker visual survey

Staff is compiling pictures of Historic markers within the Town and he is working with the GIS Coordinator to possibly use a digital program to aid in finding historic land information.

B. Padilla Park update

Due to the findings, the contractor has moved the stage. Secondly, approximately one week ago a restroom was installed. Historic Plaques will mark off the areas where the bottles were found. There will be plaques that will be placed around the park, at entry points, and on the left and right side of where there are pillars will say the name of the park. Trees and plants should be delivered in approximately three weeks. Completion is expected between the mid and end of October.

C. Pinal County Elections Building

Staff received an application for demolition for the Elections building. The Town Code allows exceptions to a demo permit, 32.070C states emergency demolition that is required to preserve the health, safety, and welfare of the citizens of a municipality. The applicant, Town Manager, and the Community Development Director felt that it was a hazard to public safety and have reviewed and have approved the demolition of the County Elections building.

D. Cuen Building update

The Cuen Building auction was unsuccessful. Thus far, the Town has not received any offers to acquire the building. The Town may make an additional auction effort, but if still no interest the building may have to be demolished unless the funds become available to stabilize the building.

E. Realtors and Historic District update

Staff has spoken with local realtor's regarding some of the concerns that were brought up by the Commission. There will be a meeting on October 8th Town staff will be attending and making a presentation regarding the Historic District rules and permits.

F. Fire inspections in the downtown area.

A fire notice was sent to all owners within the downtown area from the Town of Florence Fire Department. The inspections are for businesses only due to a lot of fires occurring on Main Street and the department has been conducting inspections.

No motions were taken.

CALL TO THE PUBLIC/COMMISSION RESPONSE:

Call to the Public for Comment is limited to issues within the jurisdiction of the Town of Florence Historic District Advisory Commission. Individual Commission members may respond to criticism made by those commenting, may ask staff liaison to review a matter raised, or may ask that a matter be put on a future agenda.

Ruth Harrison resident of Florence, Arizona stated that she appreciates the conversation regarding the mural. She suggested doing something with the windows in the process. She believes while the Commission is discussing the mural it may be a good idea to discuss the windows as well rather than waiting down the road to deal with the windows.

Commissioner Smith asked if Ms. Harrison has any suggestions on what to do with the windows.

Ms. Harrison stated she is not sure if her suggestions are the best suggestions to listen to.

Commissioner Smith stated Ms. Harrison could write her suggestions down and the Commissioners could review them later.

Ms. Harrison stated that she thinks it all should be done at the same time. She also stated that in regards to the historic markers, they may want to take note of the fact that there may be some grammatical and/or punctuation issues with at least one marker she has noted on Main Street. She is not exactly sure where it is or what the issues were. She also asked if the awning would be reusable. She believes if it is reusable it would be great to save it and use it for the building that will replace the old building. In regards to the Cuen Building she asked if staff has considered kick starter. She stated it has worked with many other projects in the Country. In regards to the list on the website, Ms. Harrison stated that there is a quick link box on the right with a list that has been there on the left. She stated that she suggested several times to staff that the list is already subdivided into groups, but the list is just one long list. She suggested to indent every other grouping to make it easier to navigate.

CALL TO THE COMMISSION

ADJOURNMENT

The meeting was adjourned at 7:09 pm.

x Betty Wheeler

Chair Betty Wheeler

FLORENCE COMMUNITY LIBRARY
Joint-Use Library Advisory Board

1000 S. Willow St. / P. O. Box 985
Florence, AZ 85132

Minutes

Regular Meeting

September 17, 2014 – 6:00 p.m.

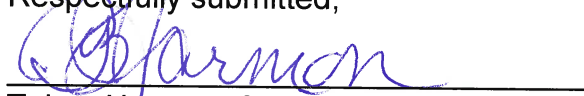
1. The meeting was called to order at 6:04 pm by Chairperson Kollert.
2. Members present were: Talma Harmon, Eugene Horan, Denise Kollert, Vallarie Woolridge and Rosemary Bebris
Kamian Harmon arrived at 6:13 pm.
Members absent were: Sheree Berger, Dr. Amy Fuller, Tara Walter, and Thad Gates
3. A motion was made by Member Horan, seconded by Member Talma Harmon, and carried to approve the August 20, 2014 minutes.
4. The Library Director's report included the following:
 - Jasper Halt was asked to serve as the 2015 AzLA Annual Conference Chair. Rita Marquez has been invited to serve on FUSD's Education Professionals Advisory Committee.
 - Rose Bebris met with Lori Nelson, FUSD District Librarian, about upcoming STEAM (Science, Technology, Engineering, Arts, and Mathematics) programming, as well as other partnership opportunities.
 - 27 people attended our first STEAM drop-in program on September 3rd. Kids, and a few parents, had fun exploring the world of science, technology, engineering, arts, and mathematics with dinosaurs, magnets, circuits, and banana pianos!
 - In May of this year, the Pinal County Library District conducted a pilot impact survey to better understand how the public is using our technology resources and services. While the hope is to conduct a more in-depth study in the future, initial findings are very useful. For example, we have learned that 43% of public access technology users in the library district reported using resources for employment or career purposes. The majority of users who engaged in this activity, 33%, were between the ages of 55-64.
 - Donis Casey, author of the Alafair Tucker mysteries, will conduct a ONEBOOKAZ workshop at the library on September 26th. Casey will discuss ways to bring historical periods to life, in order to "give the reader an experience." This workshop is made possible by the Arizona State Library, Archives and Public Records, a division of the Secretary of State.

5. Ms. Rosemary Bebris, Library Director, provided an update on the new library facility. A Request for Council Action authorizing the Town Manager to enter into a contract with Low Mountain Construction for the project's Guaranteed Maximum Price was approved by the Florence Town Council at the September 15, 2014 Town Council meeting on a 5-2 vote. Ms. Bebris presented Library Board members with design work completed on September 16, 2014. She explained how the design of the facility had evolved with input from Low Mountain's planning consultant, Jeff Denzak of Swaback Partners. Ms. Bebris further explained that Swaback was the company responsible for the Town's North End Framework plan, or Territory Square, where the new facilities would be located. Staff continues to have regular meetings with Low Mountain to keep the project on track.

6. The next meeting was scheduled for October 15, 2014.

7. A motion was made by Member Horan, seconded by Member Talma Harmon, and carried to adjourn the meeting at 6:28 pm.

Respectfully submitted,



Talma Harmon, Secretary

Approved,



Denise Kollert, Chairperson

Denise Kollert, Chairperson

TOWN OF FLORENCE PARKS AND RECREATION ADVISORY BOARD

**MINUTES FROM THE SPECIAL MEETING HELD ON TUESDAY, MARCH 25, 2014
5:30 P.M. IN THE COUNCIL CHAMBER OF TOWN HALL, LOCATED AT 775 N.
MAIN STREET, FLORENCE, AZ.**

1. CALL TO ORDER

Chairman Revis called the meeting to order at 5:37 p.m.

2. ROLL CALL

Present: Jaclyn Revis, Don Pinson, Donald Woolridge, Shawn Gibson

Absent: Mayor Tom Rankin, Christine Reeder and Council Liason Tara Walter

**3. DISCUSSION/APPROVAL OF MINUTES OF PAST MEETING ON OCTOBER
24, 2013**

On motion by Board member Pinson, seconded by Board member Woolridge, and carried to approve the minutes of the October 24, 2013 meeting.

4. NEW BUSINESS:

a. Introduction of new Parks and Recreation Director, Bryan Hughes

Mr. Ray Hartzel announced to the Advisory Board that he will be stepping aside as Director and returning to his original position of Park Maintenance Superintendent. Mr. Hartzel introduced Mr. Bryan Hughes as the new Director. Mr. Hughes conveyed his excitement and eagerness to help the Town of Florence Parks and Recreation department grow. Mr. Hughes is looking forward to working with our Advisory Board on future events. Mr. Hughes stated the department along with the Community has tremendous potential. Board member Shawn Gibson commented that the Chamber of Commerce wants to be more active with the Parks and Recreation department. Mr. Hughes replied that the Chamber of Commerce and the Parks and Rec. department are a natural fit and will be working together in the future.

Board member Woolridge personally welcomed Mr. Hughes to our Community and also expressed his gratitude towards Mr. Hartzel by telling him he enjoyed working with him.

b. Discussion/Update of proposed Padilla Park

Mr. Hughes updated the board members that Council had approved \$500,000 for the construction of Padilla Park and gave a quick description of the layout of the Park which

will include a deck at the Silver King Hotel. The extension from the Silver King will allow for outdoor seating for dining and staging for Concerts in the Park. Another event that will be held at Padilla Park is Movie in the Park. There are other options for use of the new facility we can possibly move Christmas on Main St. there. The original carriage house was going to be public rest rooms, but structural issues due to the original adobe walls seemed to be problematic and it cost more to restore the structure than to put up new walls with faux adobe. The Town is spending \$70,000 from the \$500,000 to redirect electricity underground. The Park will be gated for security and will be locked after house. There are still no final details on the proposed splash pad yet. Mr. Hartzel commented that the Park will have a nice entry through Main St. and that a Monument will be placed on the corner of Main St. and Ruggles St. Chairman Revis asked if the Park will have lighting and electrical outlets. In response to Ms. Revis, Mr Hughes indicated that there will be electricity in place; initially the department thought about placing generators, but decided not to because they are too noisy. Chairman Revis asked if the facility can be reserved by the Public; and what was the construction timeline. Mr. Hughes replied that eventually the facility will be available for reservations and as for the construction timeline, we are hoping the Park be completed by the end of August. Mr. Hartzel commented that initially the project was to be completed by the end of the 2013-2014 Fiscal year, but the design was delayed. Chairman Revis asked what the max capacity for this facility is; Mr. Hartzel replied that we didn't have one yet. Mr. Hartzel told the board that the total cost for this project as \$499,998.00; the original "RFQ" was \$300,000 all bids came in well over that amount so Council had to approve an additional amount to proceed with the project. Board member Shawn Gibson asked if there will be a connection between Padilla Park and Heritage Park. Mr. Hughes said there might be a pathway through McFarland State Park that will connect all three facilities.

5. CALL TO THE PUBLIC/BOARD RESPONSE

None


6. CALL TO THE BOARD

Mr. Hartzel let the Board know that flower boxes on Main Street have been strategically placed on the bulb outs of the sidewalks to deter people from driving over the bulbs.

7. ADJOURNMENT

On motion made by Vice-Chairman Pinson, seconded by Member Gibson, and carried to adjourn the meeting at 6:12 p.m.

Approved:



Jaclyn Revis, Chairman

TOWN OF FLORENCE PARKS AND RECREATION ADVISORY BOARD

**MINUTES FROM THE REGULAR MEETING HELD ON THURSDAY, APRIL 24, 2014
6:00 P.M. IN THE COUNCIL CHAMBER OF TOWN HALL, LOCATED AT 775 N.
MAIN STREET, FLORENCE, AZ.**

1. CALL TO ORDER

Chairman Revis called the meeting to order at 6:04 P.M.

2. ROLL CALL

Present: Jaclyn Revis, Don Pinson, Shawn Gibson, Donald Woolridge

Absent: Tara Walter and Tom Rankin

3. DISCUSSION/APPROVAL/DISAPPROVAL OF THE MARCH 25, 2014 SPECIAL MEETING MINUTES

On motion by Board member Pinson, seconded by Board member Woolridge, and carried to approve the minutes of the March 25, 2014 special meeting.

4. NEW BUSINESS:

a. FY 15 Budget Update

Bryan Hughes, Parks and Recreation Director updated the Advisory Board on the budget for Fiscal Year 2014-2015

b. Padilla Pak update

Mr. Hughes gave a quick update on the Padilla Park project. Vice-Chairman Don Pinson asked if the bid had already been set. Mr. Hughes responded

c. Recreation Center/Aquatic Complex/Library Project Update

Mr. Hughes updated the Board on the subject project, which is still in the design phase.

d. Upcoming special events

i. Main Street Playground Dedication- TBD

May 10, 2014 at 9:00 A.M. is the set date for the Main Street Playground Dedication. Board member Gibson asked if we will be reaching out to the Chamber for this event. Mr. Hughes responded that he will be approaching the Chamber for assistance.

ii. Fourth of July Freedom Fest- July 4, 2014

e. Parks and Recreation Staff and Advisory Board Strategic Planning Retreat- June 14, 2014 (tentative); Location TBD

5. UNFINISHED BUSINESS

NONE

6. CALL TO THE PUBLIC/BOARD RESPONSE

Call to the Public for Public Comment on issues within the jurisdiction of the Town of Florence Parks and Recreation Board. Council rules limit public comment to three minutes. Individual Members 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 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.

7. CALL TO THE BOARD

8. ADJOURNMENT

Approved:


Jaclyn Revis, Chairman

**TOWN OF FLORENCE
JOINT-USE LIBRARY ADVISORY BOARD AND
PARKS AND RECREATION ADVISORY BOARD**

MINUTES FROM THE SPECIAL MEETING HELD ON TUESDAY, JUNE 10, 2014 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF TOWN HALL, LOCATED AT 775 N. MAIN STREET, FLORENCE, AZ.

CALL TO ORDER

Library Advisory Board Chairman Denise Kollert called the meeting to order at 6:07 p.m.

ROLL CALL

Present: **Library Advisory Board:** Denise Kollert (Chair), Sheree Berger, Eugene Horan, Talma Harmon
 Parks and Recreation Advisory Board: Donald Woolridge, Shawn Gibson

- Jaclyn Revis, Chairperson arrived at 6:11 P.M.

Council Liaisons: Tara Walter, Vallarie Woolridge

Absent: **Library Advisory Board:** Hermalene Wick, Kamian Harmon (Alternate)
 Parks and Recreation Advisory Board: Don Pinson
 Council Liaisons: Mayor Tom Rankin
 Florence School District Members: Dr. Amy Fuller, Thad Gates

NEW BUSINESS:

- a. **Discussion/Approval/Disapproval of making a recommendation to the Florence Town Council to proceed with the construction of the Recreation Center, Aquatic Complex and Library Project**

Bryan Hughes, Parks and Recreation Director, commenced the discussion about the proposed construction of the recreation center, aquatic complex and library project. Mr. Hughes informed both boards of the first steps that are being taken to start the process, first being sending out a "RFQ" seeking out a design-build team for the proposed facility. The Town received 21 proposals from various design-build teams. From those 21 proposals, it was narrowed down to the top five. From the top five an "RFP" which is a request for proposal and is more detailed was sent out. The Town received some very good submittals from the top five, which include Low Mountain Construction, Sundt Construction, Haydon Building Corporation, D.L. Withers Construction and Okland Construction. From those five submittals, the selection committee further scored them and selected Low Mountain Construction as the best firm to do business on this particular project. Low Mountain has put together an excellent team which includes

Hidell and Associates Architects, H2O design, Gilmore Planning and Landscape Architecture, Wood and Patel and Swaback Partners. Mr. Hughes let the public and the boards know that this proposed complex is consistent with the Town's North End Vision Framework Plan, which calls for a Civic Government core. The Financial impact is estimated between 12 to 13 million dollars; a more precise budget will be worked on as we continue to work with Low Mountain and their design team. Funding for the project was identified by the Town Manager and the Finance Director which include development fee funds and some other taxes that are specific for use to building this type of facilities, i.e. food tax, the parks and recreation development fee, general government development fees, library fees which are restricted funds that can only be used for this purpose and if the fees are not used in a certain amount of time the Town will have to return the funds. Another portion of funding that was identified is the possibility of bonding to keep money in the General Fund.

CALL TO THE PUBLIC/BOARD RESPONSE

Jennifer Mistacao expressed that she wants to make sure that an area at the Library is specifically targeting the youth for story time, or have a little theater come in; and she also mentioned she had a fourteen year old Son that she wishes we create programming to keep them interested in the Library.

Ms. Ruth Harrison commented that she had suggested at a previous Council meeting that the Library be built at Padilla Park so it may be close to Main Street. Ms. Harrison commented that since the Parks and Recreation offices will be in the new building the Town should keep the Planning and Zoning Department at its current location and sell the Credit Union building to help with the costs of this project. Ms. Harrison also commented that she likes the idea of solar and that the Town should look into utilizing it; and also believes that the fitness center should be included in this building, but not on Main St.

Shanty Rabinagrath commented that she would like to see more areas and programming for teens because there isn't anything for teens to do in Florence.

Board member Eugene Horan congratulated on the progress the departments have done on this area and expressed he is proud to be a part of it. Board member Talma Harmon congratulated our joint departments as well and asked if there will be a civic center for cultural performances, which was one of her concerns when the planning process started. Ms. Rose Bebris, Library Director, responded that the plan that we have put forth and the concept that we're working for allowed for a lot of public meeting space and opportunity to do cultural programming. Whether we are actually accommodating from very small groups, for instance the coffee club, book club to things that may be as large to accommodate a fairy tale festival or an author festival; certainly Parks and Rec has a lot of the big cultural events. Board member Harmon asked if events will be held outdoors or indoors. Ms. Bebris indicated that there will be opportunities for both indoor and outdoor programming. Library Chairman, Denise Kollert asked why in the plans it doesn't show shade sails over the "play" areas of the pool. Mr. Hughes responded that there will be a shade structure that will cover the "play" area. Library board member Talma Harmon asked if local business' being utilized as sub-contractors for example, for landscaping. Mr. Hughes said Low Mountain

construction will be choosing the sub-contractors and will be using locally if they qualify. Library Chairman Kollert asked if we were planning on heating the pool and suggested we look into solar, because gas can get expensive. Mr. Hughes responded that heating the pool is in the conceptual design and it makes sense to include now but budget will dictate if it's included. Parks and Recreation board member Shawn Gibson asked if the new complex included offices for Recreation staff; if our department's offices will be relocating from our current building. Mr. Hughes responded that our offices will be relocated to the new facility and free up space at the Fitness Center; since the new building does not include any exercise facilities. Mr. Gibson asked if the Fitness center will be renovated. Mr. Hughes responded that as much as we are available to do within the budget; the building is older and we will need to hire an architect. Current Fitness members have expressed they would like showers installed in the facility, so right now we are looking into what renovations can be done to the Fitness center. Ms. Gibson asked if within the costs is there a reserved amount for unexpected expenses for instance the proposed building is within a flood plain. Mr. Hughes responded that the flood plain is already being raised by a different contractor.

CALL TO THE BOARD

On Motion by Library Board member Talma Harmon, and seconded by Library Board member Eugene Horan, and carried to recommend to the Florence Town Council to proceed with the construction of the Recreation Center, Aquatic Complex and Library Project.

On Motion by Parks and Recreation Board chairman Jaclyn Revis, and seconded by Parks and Recreation Board member Donald Woolridge, and carried to recommend to the Florence Town Council to proceed with the construction of the Recreation Center, Aquatic Complex and Library Project.

ADJOURNMENT

On motion made by Library Board Member Eugene Horan, seconded by Library Board Member Sheree Berger, and carried to adjourn the meeting at 6:47 p.m.

Approved:



Jaclyn Revis, Chairman

TOWN OF FLORENCE PARKS AND RECREATION ADVISORY BOARD

MINUTES FROM THE REGULAR MEETING HELD ON THURSDAY, JULY 24, 2014
AT 6:00 P.M. IN THE COUNCIL CHAMBER OF TOWN HALL, LOCATED AT 775 N.
MAIN STREET, FLORENCE, AZ.

1. CALL TO ORDER

Chairman Revis called the meeting to order at 6:10 p.m.

2. ROLL CALL

Present: Jaclyn Revis, Don Pinson, Donald Woolridge, Shawn Gibson

Absent: Mayor Tom Rankin, Council Liaison Tara Walter

3. DISCUSSION/APPROVAL/DISAPPROVAL OF THE MARCH 25, 2014, APRIL 24, 2014 AND JUNE 10, 2014 PARKS AND RECREATION ADVISORY BOARD MEETINGS.

On motion by Board member Pinson, seconded by Board member Woolridge, and carried to approve the March 25, 2014 and June 10, 2014 minutes.

**The April 24, 2014 meeting minutes will be reviewed on the October 23, 2014 meeting.*

4. NEW BUSINESS:

a. Padilla Park Update

Parks and Recreation Director Bryan Hughes updated the advisory board on the Padilla Park project. Bryan explained to the board members due to the historical find of whisky bottles possibly dating back to the 1880's that were buried in a sidewalk pattern, all construction had to stop. The Arizona State Antiquities Act protects such finds on construction sites. Town had to hire an Archeologist to analyze the bottles and advise whether to remove the bottles or preserve it in its current state. Council approved spending \$172,000 to hire the Archeologist, which will be on site as the construction proceeds. The cost to build Padilla Park went from \$500,000 to \$672,000. Vice Chair Pinson asked if the archeologist was part of the contract. Mr. Hughes said the archeologist was not part of the contract because at the time there was no indication there was any historical artifacts there. Member Gibson asked if the Town was going to leave the artifacts in place. Mr. Hughes explained that the Town decided to leave the artifacts and a preservation easement would be set in place.

Once the preservation easement is put in, there can never be any digging done there.

b. Territory Square-Library/Recreation Complex Project Update

Mr. Hughes updated the board members that he has been meeting with Low Mountain Construction personnel and they are very aggressive to keep the timeline for the Library. Mr. Hughes believes the project will be done by the end of May 2015. Chairperson Revis expressed she was happy the Town has been getting a good response on the proposed complex.

c. Parks and Recreation Staff and Advisory Board Planning Retreat Recap

Mr. Hughes thanked the board for participating in the Staff/Board retreat. Member Gibson expressed how much she enjoyed the retreat and it has given her ideas for her own business. Chairperson Revis said she enjoyed viewing all the different aspects of our department represented.

d. Discussion of the Tree City USA Program

Mr. Hughes told the board Ms. Ruth Harrison asked to have Tree City USA put on the agenda. Mr. Hughes instructed John Nixon to oversee all the Tree City ordinances and guidelines to make sure we are following them. Mr. Nixon told the board that the Town has participated in the Arbor Day celebration and children from our after school program planted a tree at Heritage Park. Ms. Ruth Harrison commented that according to the Tree City guidelines the Town has to have a tree board, which she found out that the tree board is our advisory board

e. Discussion of the Playful City USA Program

John Nixon along with learning about Tree City USA will be looking into the organization Playful City USA. Mr. Nixon explained to the board that Playful City USA is a non-profit organization that honors Cities and Towns that make "play" a priority. They also have grant opportunities. Member Woolridge expressed that play time is good to a child's health

f. Discussion of forming a committee to review new board member applications (Term ends December 31, 2014)

Mr. Hughes announced that the board needs to form an interview committee because the Parks and Recreation department had received two board member applications. The committee must consist of two board

members and one council member. Vice Chair Pinson and member Gibson volunteered to be on the committee.

5. CALL TO THE PUBLIC/BOARD RESPONSE

Ms. Ruth Harrison expressed her concerns about our maintenance staff trimming bushes using a hedge trimmer in the middle of the day. Ms. Harrison said the bushes were healthy and green, and were ruined when our staff trimmed them. Ms. Harrison said she didn't think cutting them in the summer when it's really hot was a good idea, it really hurts the plants. Ruth believes our staff needs further training on the maintenance and care of the grounds. Ms. Harrison also mentioned she has observed sprinklers at the Senior Center and Arriola square were watering sidewalks and the streets. Mr. Hughes said he would follow up with staff about the issues brought up by Ms. Harrison.

6. CALL TO THE BOARD

7. ADJOURNMENT

On motion made by Vice-Chairman Pinson, seconded by Member Gibson, and carried to adjourn the meeting at 7:05 p.m.

Approved:



Jaclyn Revis, Chairman



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 8a.

MEETING DATE: November 17, 2014

DEPARTMENT: Administration

STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/
Town Clerk

SUBJECT: Resolution No. 1487-14: 2014 General Election
Results

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

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1487-14: **A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 4, 2014.**

BACKGROUND/DISCUSSION:

The following table identifies the voter turnout for the last 12 years. The area highlighted in yellow shows the non-mayoral election cycle.

ELECTION	REGISTERED VOTERS	VOTES CAST	VOTER TURNOUT PERCENTAGE
PRIMARY 2002	2458	798	32.5
PRIMARY 2004	3276	940	28.7
PRIMARY 2006	3270	264	8.0
PRIMARY 2008	3269	745	22.79
PRIMARY 2010	3976	1332	33.43
GENERAL 2010	3827	1639	43.83
PRIMARY 2012	4122	2144	52.0
GENERAL 2012	3948	1869	47.3
PRIMARY 2014	4176	1505	36.04
**General 2014	4299	2436	56.66

The Town of Florence voter turnout for the 2014 General Election was 2436 ballots cast or 56.66%. The number of votes cast through mail ballot equaled 1821 or 74.75% of the ballots cast 2014 General Election. The elections results for the 2014 General Election and votes cast for the candidates for councilmember are as follows:

Candidates for Council Member

Name	Total Votes	Percentage
John Lee Anderson	1,132	28.12%
Arthur Buckley	920	22.86%
Lyle Gilbertson	940	23.35%
Vallarie Woolridge	1016	25.24%

The following candidates received the greatest amount of votes to be elected and are issued a certificate of election:

John Lee Anderson
Vallarie Woolridge

FINANCIAL IMPACT:

There is no fiscal impact to adopting Resolution No. 1487-14, approving the results of the 2014 General Election.

STAFF RECOMMENDATION:

Adoption of Resolution No. 1487-14, adopting the 2014 General Election results.

ATTACHMENTS:

Resolution No. 1487-14
Voting Results

Resolution No. 1487-14

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 4, 2014.

WHEREAS, the Town of Florence, Pinal County, Arizona, did hold a General Election on the 4th day of November 2014, for the election of two council members; and

WHEREAS, the election returns have been presented to and canvassed by the Florence Town Council.

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

THAT the total number of ballots cast at said General Election, as shown by the poll lists, was 2436.

THAT the number of provisional ballots to be verified was 1830, and that voters found to be ineligible were 9.

THAT the votes cast for the candidates for councilmember were as follows:

Name	Total Votes	Percentage
John Lee Anderson	1132	28.12%
Arthur Buckley	920	22.86%
Lyle Gilbertson	940	23.35%
Vallarie Woolridge	1016	25.24%

THAT it is hereby found, determined and declared of record, that the following candidates did receive the greatest number of valid votes cast and are hereby issued certificates of election:

**JOHN LEE ANDERSON
VALLARIE WOOLRIDGE**

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 17th day of November 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

BALLOT ISSUE REPORT**2014 GENERAL ELECTION (GE2014)**

Absentee ballots				
	requested	returned	accepted	rejected
23 FLORENCE NORTH	787	577	571	6
24 FLORENCE SOUTH	603	361	358	3
27 POSTON BUTTE	1296	892	892	0
Total	2686	1830	1821	9
CITY/TOWN OF FLORENCE	2686	1830	1821	9
Total	2686	1830	1821	9

OFFICIAL CANVASS

TOWN OF FLORENCE
GENERAL ELECTION
NOVEMBER 4, 2014

FINAL CUMULATIVE REPORT

01 = BALLOTS CAST

VOTES PERCENT
2,436

Council Member TOWN OF FLORENCE
(VOTE FOR) 2
02 = ANDERSON, JOHN
03 = BUCKLEY, ARTHUR
04 = GILBERTSON, LYLE
05 = WOOLRIDGE, VALLARIE
06 = WRITE-IN

VOTES PERCENT
1,132 28.12
920 22.86
940 23.35
1,016 25.24
17 .42

01 02 03 04 05 06

0023	23	FLORENCE NORTH	778	389	265	274	407	8
0024	24	FLORENCE SOUTH	533	232	180	141	287	6
0025	25	CACTUS FOREST	0	0	0	0	0	0
0027	27	POSTON BUTTE	1125	511	475	525	322	3

STATEMENT OF VOTES CAST

PINAL COUNTY, ARIZONA
 GENERAL ELECTION
 NOVEMBER 4, 2014

POLLING/EARLY/PROVISIONAL

0023 23 FLORENCE NORTH

	TOTAL VOTES	%	Polling	Early	Prov
Council Member TOWN OF FLORENCE					
(VOTE FOR) 2					
ANDERSON, JOHN.	389	28.97	107	266	16
BUCKLEY, ARTHUR	265	19.73	59	199	7
GILBERTSON, LYLE	274	20.40	59	210	5
WOOLRIDGE, VALLARIE	407	30.31	94	305	8
WRITE-IN.	8	.60	3	5	0

STATEMENT OF VOTES CAST

PINAL COUNTY, ARIZONA
 GENERAL ELECTION
 NOVEMBER 4, 2014

POLLING/EARLY/PROVISIONAL

0024 24 FLORENCE SOUTH

	TOTAL VOTES	%	Polling	Early	Prov
Council Member TOWN OF FLORENCE					
(VOTE FOR) 2					
ANDERSON, JOHN.	232	27.42	63	160	9
BUCKLEY, ARTHUR	180	21.28	49	126	5
GILBERTSON, LYLE	141	16.67	41	97	3
WOOLRIDGE, VALLARIE	287	33.92	84	197	6
WRITE-IN.	6	.71	2	4	0

STATEMENT OF VOTES CAST

PINAL COUNTY, ARIZONA
GENERAL ELECTION
NOVEMBER 4, 2014

POLLING/EARLY/PROVISIONAL

0025 25 CACTUS FOREST

	TOTAL VOTES	%	Polling	Early	Prov
Council Member TOWN OF FLORENCE (VOTE FOR) 2					
ANDERSON, JOHN	0		0	0	0
BUCKLEY, ARTHUR	0		0	0	0
GILBERTSON, LYLE	0		0	0	0
WOOLRIDGE, VALLARIE	0		0	0	0
WRITE-IN.	0		0	0	0

STATEMENT OF VOTES CAST

PINAL COUNTY, ARIZONA
 GENERAL ELECTION
 NOVEMBER 4, 2014

POLLING/EARLY/PROVISIONAL

0027 27 POSTON BUTTE

	TOTAL VOTES	%	Polling	Early	Prov
Council Member TOWN OF FLORENCE					
(VOTE FOR) 2					
ANDERSON, JOHN	511	27.83	125	367	19
BUCKLEY, ARTHUR	475	25.87	73	392	10
GILBERTSON, LYLE	525	28.59	67	449	9
WOOLRIDGE, VALLARIE	322	17.54	52	255	15
WRITE-IN.	3	.16	2	1	0



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 8b.

MEETING DATE: November 17, 2014

DEPARTMENT: Utilities Department

STAFF PRESENTER: John V. Mitchell, Utilities Director

SUBJECT: Issuance of a Notice of Award to Apache
Underground & Excavation for the Bailey Street
and 12th Street Waterline Improvement Project

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

RECOMMENDED MOTION/ACTION:

Motion to issue a Notice of Award to Apache Underground & Excavation, for the Bailey Street and 12th Street Waterline Improvement Project, in an amount not to exceed \$479,334.00.

BACKGROUND/DISCUSSION:

The Bailey and 12th Street Waterline Improvement Project includes the installation of approximately 3,000 feet of new waterline and installation of replacement fire hydrants. The project is expected to take 90 days to complete.

Bids were opened on October 30, 2014, with nine companies submitting bids. The bids ranged from a low of \$479,334.00 to a high of \$678,683.00. The apparent lowest responsive and responsible bidder is Apache Underground & Excavation, LLC from Lakeside, Arizona, at \$479,334.00. The bid list is attached.

FINANCIAL IMPACT:

The current budget identifies approximately \$830,000.00 in funds for this project.

STAFF RECOMMENDATION:

Staff recommends that a Notice of Award be issued to Apache Underground & Excavation for the Bailey Street and 12th Street Waterline Improvement Project, in an amount not to exceed \$479,334.00.

ATTACHMENTS:

Bid Tabulation Sheet
Notice of Award

**Town of Florence
Bid Tabulation Sheet**

Verbal (only allowed when \$5,000 of
 Written/Fax (mandatory when over \$5,000; attach bids)
 Formal Sealed Bid: # N/A Title: Bailey Street and 12th Street Water Line Project

Date Prepared: October 30, 2014

Prepared By: Maria Hernandez, Deputy Town Clerk



Opening Date: October 30, 2014 Opening Time: 3:30 pm

Item (include quality, brand, model, color)

Bidder Information	Bid Sheet	Bid Schedule	Bid Bond Form Check for 5%	Affidavit by contractor certifying that there was no collusion	Addendum #1	Comments
1 Tee Pee Contractors, Inc. 3095 N. Lear Inc. / P O Box 11168 Casa Grande AZ 85230 PH # 520-836-8513	\$ 519,213.15	YES	YES	YES	YES	Documents are forwarded to Utilities
2 Apache Underground & Excavating, LLC P O Box 113 Lakeside AZ 85929 PH #	\$ 479,334.00	YES	YES	YES	YES	Documents are forwarded to Utilities
3 Talis Construction Corporation 2342 S. McClintock Dr. Tempe AZ 85282-2674 PH # 480-557-6100	\$ 640,762.34	YES	YES	YES	YES	Documents are forwarded to Utilities
4 T & T Construction, Inc. P O Box 17948 Fountain Hills AZ 85269-7948 PH #	\$ 493,384.00	YES	YES	YES	YES	Documents are forwarded to Utilities

5	D.W.A. Construction Co. LLC P O Box 12788 Casa Grande AZ 85130 PH #	\$ 559,116.00	YES	YES	YES	YES	Documents are forwarded to Utilities
6	Sunwestern Contractors 2925 E. Ganley Road Tucson AZ 85706 PH #	\$ 542,763.46	YES	YES	YES	YES	Documents are forwarded to Utilities
7	Team Fischel 1819 S. 27th Avenue Phoenix AZ 85009 PH #	\$ 678,683.00	YES	YES	YES	YES	Documents are forwarded to Utilities
8	Kinkaid Civil Construction LLC 4505 E. Virginia Street Mesa AZ 85215 PH #	\$ 567,899.00	YES	YES	YES	YES	Documents are forwarded to Utilities
9	Redpoint 39506 N. Daisy Mtn. Dr. # 122 Phoenix AZ 85086 PH # 602-792-0013	\$ 519,639.00	YES	YES	YES	YES	Documents are forwarded to Utilities

Attach additional page(s), if necessary

Vendor Selected _____

Address _____

Justification (if not lowest price) _____

Department Head Approval _____

Finance Director Approval _____

Town Manager Approval _____

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

NOTICE OF AWARD

TO: Apache Underground & Excavation, LLC
(Insert Bidder's Name and Address)

P.O. Box 113

Lakeside, AZ 85929

CONTRACT FOR: Bailey Street & 12th Street Water Line

The OWNER has considered the BID dated October 30, 2014, submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of: \$ 479,334.00.

You are required by the Instruction to Bidders to execute the CONSTRUCTION CONTRACT and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said CONSTRUCTION CONTRACT and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of you BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20____.


OWNER: Town of Florence
(Name of Owner)

BY: _____
(Signature)

TITLE: Town Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
(Contractor)
this _____ day of _____, 20____.
By: _____
(Signature)
Title: _____

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8c.
MEETING DATE: November 17, 2014 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia Deputy Town Manager/Town Clerk SUBJECT: Resolution No. 1488-14: granting final 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.		<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. 1488-14: **A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, 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 (ACCEL REFUNDING PROJECT), SERIES 2014, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,000,000 TO REFUND THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF PHOENIX 501(C)(3) REVENUE BONDS (ACCEL PROJECT), SERIES 2009.**

BACKGROUND/DISCUSSION:

The project to be financed with the proceeds of the bonds consists of refunding (refinancing) a series of bonds issued by the City of Phoenix IDA in 2009 which financed the acquisition, construction, renovation, improvement, expansion and equipping of Accel's two private nonsectarian school facilities serving special education students ages 5-22, located at 1430 E Baseline Road, Tempe, Arizona, and 2821 West Northern Avenue, Phoenix, Arizona.

There is no liability incurred by the Town in granting its approval for the issuance of these bonds. By issuing these bonds, the Town or the IDA is not precluded from making other issues now or in the future. The issuance of Industrial Development bonds is contingent on the borrower's strength and the comfort that the underwriter has with the applicant.

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 of 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. 1488-14, for approval of the Industrial Development Authority bonds for Accel.

ATTACHMENTS:

Resolution No. 1488-14
Ryley Carlock and Applewhite letter dated November 3, 2014

RESOLUTION NO. 1488-14

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, 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 (ACCEL REFUNDING PROJECT), SERIES 2014, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,000,000 TO REFUND THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF PHOENIX 501(C)(3) REVENUE BONDS (ACCEL PROJECT), SERIES 2009.

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 and refinancing 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 a nonsectarian private school; and

WHEREAS, ACCEL (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 the Authority to issue its revenue bonds for the purpose of redeeming and refunding all outstanding The Industrial Development Authority of the City of Phoenix 501(c)(3) Revenue Bonds (ACCEL Project), Series 2009 (the “Bonds to be Refunded”) and to pay all or a portion of the costs of issuance of the Bonds. The Bonds to be Refunded were

used to finance or refinance the acquisition, construction, renovation, improvement, expansion, equipping and operation of the Borrower's two private nonsectarian school facilities serving special education students ages 5-22, located at 1430 East Baseline Road in Tempe, Arizona and 2821 West Northern Avenue in Phoenix, Arizona (collectively, the "Project"); 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 (ACCEL Refunding Project), Series 2014 (the "Bonds"), in an aggregate principal amount of not to exceed \$3,000,000, pursuant to a Financing Agreement, to be dated as of December 1, 2014 (the "Financing Agreement"), among the Authority, the Borrower, and National Bank of Arizona or an affiliate thereof, as purchaser of the Bonds; and

WHEREAS, the proceeds of the Bonds will be loaned to the Borrower to refund the Bonds to be Refunded, and to pay certain expenses relating to issuance of the Bonds (collectively, 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 November 17, 2014 (the "Authority Resolution"), granted final approval to the issuance and sale of the Bonds in an aggregate principal amount not to exceed \$3,000,000; 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, 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, pursuant to Section 147(f) of the Code, this Council must approve the issuance of the Bonds after a public hearing following reasonable public notice; and

WHEREAS, following publication of a Notice of Public Hearing in *The Record Reporter* and in the *Casa Grande Dispatch* on October 31, 2014, a public hearing was held by the Authority, pursuant to Section 147(f) of the Code, on November 17, 2014, at the Suter House, 270 North Pinal Street, Florence, Arizona 85132, with respect to the issuance of the Bonds to assist in the financing of the Project as described in the Notice of Public Hearing; and

WHEREAS, it is intended that this Resolution shall constitute approval by this Council with respect to the issuance of the Bonds pursuant to Section 35-721.B of the Act and Section 147(f) of the Code; 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 \$3,000,000 are hereby approved, subject, however, to all the terms and conditions contained in the Authority Resolution. The issuance of the Bonds is hereby approved for purposes of Section 35-721.B of the Act and Section 147(f) of the Code.

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 17th day of November, 2014.

Tom J. Rankin - Mayor

ATTEST:

Lisa Garcia - Town Clerk

APPROVED AS TO FORM:

James E. Mannato - Town Attorney

William F. Wilder
Direct Line: 602.440.4802
Direct Fax: 602.257.6902
wwilder@rcalaw.com

November 3, 2014

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 \$3,000,000 The Industrial Development Authority of the
Town of Florence, Inc. Education Revenue Bonds (ACCEL Refunding
Project) Series 2014

Dear 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 November 17, 2014, the Authority will be asked 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 November 17, 2014, 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, The Industrial Development Authority
of the Town of Florence, Inc.
November 3, 2014
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.

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.

THE APPLICANT/BORROWER

The Applicant for financing is ACCEL, an Arizona nonprofit corporation (the “Borrower”).

ACCEL is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

THE PROJECT

The Project to be financed with the proceeds of the Bonds consists of refunding (refinancing) a series of bonds issued by the City of Phoenix IDA in 2009 which financed the acquisition, construction, renovation, improvement, expansion, equipping of the Borrower’s two private nonsectarian school facilities serving special education students ages 5-22, located at 1430 East Baseline Road, Tempe, Arizona and 2821 West Northern Avenue, Phoenix, Arizona.

APPROVAL BY AUTHORITY

At the Authority Board meeting on November 17, 2014, it is anticipated the Authority Board will grant approval for financing 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 will notify the Arizona Attorney General of the Authority's intention to issue the Bonds.

PUBLIC HEARING

A 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 and will be conducted by a representative of the Authority prior to the Authority meeting on November 17, 2014. A Report of Public Hearing will be submitted both to the Authority and to the Town of Florence.

ALLOCATION FOR TAX EXEMPT FINANCING

Since ACCEL is a nonprofit 501(c)(3) organization, it is not necessary for it to obtain an allocation of the State of Arizona 2014 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:	ACCEL
Applicant/Borrower Counsel:	Buchalter Nemer
Bond Counsel:	Sacks Tierney P.A.
Bond Purchaser:	National Bank of Arizona

PRINCIPAL FINANCING DOCUMENTS

<u>Document</u>	<u>Parties</u>
Financing Agreement	Issuer, Borrower and Bond Purchaser
Tax Compliance Certificate	Issuer and Borrower

Mayor and Council of the Town of Florence, Arizona
Board of Directors, The Industrial Development Authority
of the Town of Florence, Inc.
November 3, 2014
Page 4



<u>Document</u>	<u>Parties</u>
One or more Deeds of Trust and Security Agreements	Borrower
Covenant Agreement	Bond Purchaser and Borrower

PLAN OF FINANCING

The Bonds will be issued in one or more tax-exempt and taxable series in an amount not to exceed \$3,000,000.

The Bonds will be issued under the terms and provisions of the Authority's approving Resolution and the Financing Agreement between the Authority ("Issuer"), Borrower and National Bank of Arizona, Bond Purchaser.

The Bonds will be purchased by National Bank of Arizona, for its own account and in a private placement transaction. The Bonds will mature and bear interest at such rates as determined by agreement between the Borrower and National Bank of Arizona.

It is intended that the Bonds will be treated as "bank qualified bonds" under the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The payment and performance obligations of the Borrower both with respect to the loan of bond proceeds and payment of the Bonds will be secured, in a manner prescribed by National Bank of Arizona, with one or more deeds of trust and/or security agreements.

TOWN COUNCIL APPROVAL

The Town Council of the Town of Florence is requested, at its meeting on November 17, 2014, to act as required by law to adopt a resolution approving the proceedings of the Authority for the issuance of the Bonds.

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 in December, 2014.

LEGAL COUNSEL RECOMMENDATION

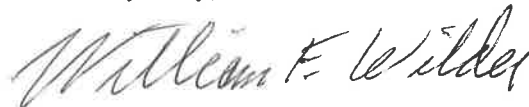
As counsel to the Authority, we have reviewed drafts of the principal financing documents, we have been advised that these documents are now in substantially final form, and

Mayor and Council of the Town of Florence, Arizona
Board of Directors, The Industrial Development Authority
of the Town of Florence, Inc.
November 3, 2014
Page 5

RYLEY CARLOCK
& A P P L E W H I T E
Attorneys


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 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.

cc: Board of Directors, The Industrial Development
Authority of the Town of Florence, Inc.
Mr. Charles Montoya
James Mannato, Esq.
Ms. Jennifer Evans
Ms. Lisa Garcia

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8d.
MEETING DATE: November 17, 2014 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia Deputy Town Manager/Town Clerk SUBJECT: Resolution No. 1489-14, granting final 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.		<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. 1489-14: **A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, 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 REVENUE BONDS (VIRGINIA WELLNESS PROJECT), SERIES 2014, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$5,000,000 TO FINANCE THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF HEALTH CARE FACILITIES FOR VIRGINIA WELLNESS, LLC.**

BACKGROUND/DISCUSSION:

The borrower will use the proceeds from the sale of the bonds to finance the costs of acquiring, constructing and equipping a wellness center providing behavioral health services and related land and facilities to be located at 337 East Virginia Avenue, Phoenix, Arizona, fund any required reserve funds and pay costs related to the issuance of the bonds.

There is no liability incurred by the Town in granting its approval for the issuance of these bonds. By issuing these bonds, the Town or the IDA is not precluded from making other issues now or in the future. The issuance of Industrial Development bonds is contingent on the borrower's strength and the comfort that the underwriter has with the applicant.

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. 1489-14, for approval of the of the Industrial Development Authority bonds for Virginia Wellness Project.

ATTACHMENTS:

Resolution No. 1489-14
Ryley Carlock and Applewhite letter dated November 3, 2014

RESOLUTION NO. 1489-14

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, 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 REVENUE BONDS (VIRGINIA WELLNESS PROJECT), SERIES 2014, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$5,000,000 TO FINANCE THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF HEALTH CARE FACILITIES FOR VIRGINIA WELLNESS, LLC.

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 and refinancing 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 a “health care institution” as defined in the Act; and

WHEREAS, Virginia Wellness, LLC, an Arizona limited liability corporation (the “Borrower”), whose sole member is Native American Connections, Inc., 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 the Authority to issue its revenue bonds for the purpose of financing the costs of acquiring, constructing, and equipping a wellness center

providing behavioral health services and related land and facilities to be located at 337 E. Virginia Avenue, Phoenix, AZ 85004 (the “Facilities”), Arizona; 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 Revenue Bonds (Virginia Wellness Project), Series 2014 (the “Bonds”), in an aggregate principal amount of not to exceed \$5,000,000, pursuant to an Indenture of Trust, to be dated as of December 1, 2014 (the “Indenture”), between the Authority and Wells Fargo Bank, National Association, as trustee, and to loan the proceeds thereof to the Borrower under a Loan Agreement, to be dated as of December 1, 2014 (the “Loan Agreement”), between the Borrower and the Authority; and

WHEREAS, the proceeds of the sale of the Bonds to Wells Fargo, National Association or its wholly-owned subsidiary will be loaned to the Borrower to (i) finance the costs of acquiring, constructing, and equipping the Facilities, (ii) fund any required reserve funds as set forth in the Indenture, and (iv) 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 November 17, 2014 (the “Authority Resolution”), granted final approval to the issuance and sale of the Bonds in aggregate principal amount not to exceed \$5,000,000; 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, pursuant to Section 147(f) of the Code, this Council must approve the issuance of the Bonds after a public hearing following reasonable public notice; and

WHEREAS, following publication of a Notice of Public Hearing in *The Record Reporter* and in the *Casa Grande Dispatch* on October 31, 2014, a public hearing was held by the Authority, pursuant to Section 147(f) of the Code, on November 17, 2014, at the Suter House, 270 North Pinal Street, Florence, Arizona 85132, with respect to the issuance of the Bonds to assist in the financing of the Project as described in the Notice of Public Hearing; and

WHEREAS, it is intended that this Resolution shall constitute approval by this Council with respect to the issuance of the Bonds pursuant to Section 35-721.B of the Act and Section 147(f) of the Code; 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 \$5,000,000 are hereby approved, subject, however, to all the terms and conditions contained in the Authority Resolution. The issuance of the Bonds is hereby approved for purposes of Section 35-721.B of the Act and Section 147(f) of the Code.

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 17th day of November, 2014.

Tom J. Rankin - Mayor

ATTEST:

Lisa Garcia - Town Clerk

APPROVED AS TO FORM:

James E. Mannato - Town Attorney

William F. Wilder
Direct Line: 602.440.4802
Direct Fax: 602.257.6902
wwilder@rcalaw.com

November 3, 2014

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 \$5,000,000 The Industrial Development Authority of the
Town of Florence, Inc. Revenue Bonds (Virginia Wellness Project) Series
2014

Dear 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 November 17, 2014, the Authority will be asked 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 November 17, 2014, 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.

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 nonprofit 501(c)(3) entities 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.

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.

THE APPLICANT/BORROWER

The Applicant for financing is Virginia Wellness, LLC, a limited liability company (the “Borrower”).

The sole member of Virginia Wellness, LLC is Native American Connections, an Arizona nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

Under the Code, Virginia Wellness is also treated as an organization described in Section 501(c)(3) of the Code.

THE PROJECT

The Borrower will use the proceeds from the sale of the Bonds to (i) finance the costs of acquiring, constructing and equipping a wellness center providing behavioral health services and related land and facilities to be located at 337 East Virginia Avenue, Phoenix, Arizona, (ii) fund any required reserve funds and (iii) pay costs related to the issuance of the Bonds.

APPROVAL BY AUTHORITY

At the Authority Board meeting on November 17, 2014, it is anticipated the Authority Board will grant approval for financing 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 will notify the Arizona Attorney General of the Authority's intention to issue the Bonds.

PUBLIC HEARING

A 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 and will be conducted by a representative of the Authority prior to the Authority meeting on November 17, 2014. A Report of Public Hearing will be submitted both to the Authority and to the Town of Florence.

ALLOCATION FOR TAX EXEMPT FINANCING

Since Virginia Wellness is a nonprofit 501(c)(3) organization, it is not necessary for it to obtain an allocation of the State of Arizona 2014 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:	Virginia Wellness, LLC
Applicant/Borrower Counsel:	Sacks Tierney, P.A.
Bond Counsel:	Sherman & Howard, L.L.C.
Bond Purchaser:	Wells Fargo Bank

PRINCIPAL FINANCING DOCUMENTS

<u>Document</u>	<u>Parties</u>
Indenture of Trust	Issuer and Borrower
Loan or Financing Agreement	Issuer and Borrower
Tax Compliance Certificate	Issuer and Borrower
One or more Deeds of Trust and Security Agreements	Borrower
Covenant Agreement	Bond Purchaser and Borrower

PLAN OF FINANCING

The Bonds will be issued in one or more series of tax-exempt and taxable Bonds and will be issued under and pursuant to the terms of the Indenture of Trust, in an amount not to exceed \$5,000,000.

The Bonds when issued, will be placed with Wells Fargo Bank in a private placement transaction in which Wells Fargo Bank will be purchasing the Bonds for its own account.

It is intended that the transaction involving the issuance and sale of the Bonds will be structured as a "bank qualified" transaction under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The Bond proceeds will be loaned to the Borrower under the terms of the Loan/Financing Agreement and the Borrower and Wells Fargo Bank (but not the Authority) will also be entering into a Covenant Agreement.

The obligations of the Borrower to repay the loan and to pay the bonds will be secured in a manner required by Wells Fargo Bank through one or more deeds of trust and/or security agreements.

The Bonds will have a maturity date and bear interest at a rate or rates determined through agreement with Wells Fargo Bank.

Mayor and Council of the Town of Florence, Arizona
Board of Directors, The Industrial Development Authority
of the Town of Florence, Inc.
November 3, 2014
Page 5

RYLEY CARLOCK
& A P P L E W H I T E
Attorneys

TOWN COUNCIL APPROVAL

The Town Council of the Town of Florence is requested, at its meeting on November 17, 2014, to act as required by law to adopt a resolution approving the proceedings of the Authority for the issuance of the Bonds.

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 in December, 2014.

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 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.

cc: Board of Directors, The Industrial Development
Authority of the Town of Florence, Inc.
Mr. Charles Montoya
James Mannato, Esq.
Ms. Jennifer Evans
Ms. Lisa Garcia

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> Work Session
MEETING DATE: November 17, 2014 DEPARTMENT: Administration, Finance, Legal SUBJECT: Work Session on State-Imposed Expenditure Limitation; and Special Election in May 2015		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Other

State Imposed Expenditure Limitation:

With the failure of the Home Rule Option election in August, the Town is now subject to the state-imposed expenditure limitation, which will significantly reduce the Town's budget for the next two fiscal years.

At the Oct. 6, 2014 work session, staff presented the impact that the state-imposed expenditure limitation will have on the Town's annual budget and recommended preparing for a May election asking voters to authorize a specific amount in excess of the state-imposed expenditure limitation. A recommended election calendar and resolution have been drafted and the specific amount to be requested has been determined. Staff recommends asking the Florence voters for authorization to exceed the state-imposed expenditure limitation for fiscal year 2015-16 by \$15,000,000, to allow the Town to adopt a budget no greater than the amount that was adopted for fiscal year 2014-15.

This will allow the Town to determine and develop its own budget that will maintain the current level of services, proceed with planned necessary capital projects as outlined in our Capital Improvement Plan and account for any inflationary cost increases.

The Arizona State Constitution gives the voters of Florence the ability to regain local control over the development of the budget rather than being restricted by the state. Should voters authorize a specific amount in excess of the state-imposed expenditure limitation, they would be providing the ability to develop a budget that will maintain the current level of services that the citizens of Florence have come to expect in areas that include police, fire, economic and community development, parks and recreation, and water, wastewater and sanitation services.

If an election is not held or if voters do not pass the election, the Town will still receive but will be unable to spend over \$24 million in revenue, all of which is meant to provide the services listed above to our citizens.

Passing the election WILL NOT increase taxes. Likewise, if the election does not pass, taxes WILL NOT decrease.

The table below illustrates the estimated budget reduction that will be necessary to comply with the state-imposed expenditure limitation.

State-Imposed Expenditure Limitation Budget	
Fiscal Year	Estimated Reduction
2015-16	\$12,834,700
2016-17	\$11,402,800

SPECIAL ELECTION:

The Town may exceed its expenditure limitation by holding an election the third Tuesday in May, 2015 and again in May of 2016. In order to have this election two-thirds of the members of the council must vote in favor of holding an election. At the election a majority of qualified electors voting must give their vote of approval for the excess.

Before Council can call an election they must hold two public hearings. Attached are the drafted resolution and ballot language that will be used for the public hearings. Staff has already sent the advertisement of the public hearings to the newspaper based on the attached election schedule. Public hearings are scheduled for December 1 and December 15, 2014. The Town Council will not go dark the second meeting in December.

Immediately following the second public hearing, the council must convene in special meeting and vote on the proposed excess expenditure. If approved, a record of the vote and the purposes of the excess expenditure must be published the newspaper. Afterwards, Council will call the Special Election. The call of the Special Election is planned for January 5, 2015.

Staff has begun to contact homeowners associations and community organizations to get speaking dates where staff will be presenting materials to educate the voters. If possible, we would ask that a member or members of Council attend the community meetings with staff.

Staff has been contacted by members of the community who are interested in forming political committees to support the ballot measure. The paperwork will be issued to these committees the week of December 1, 2014.

TYPE OF ELECTION:

The Town of Florence Council will decide if the 2015 Special Election should be conducted by a ground election or an All-Mail Ballot Election. In the 2010 and 2012, the Town conducted all Mail Ballot Elections. Due to the consolidated election law, the 2014 elections were conducted by ground.

ELECTION	REGISTERED VOTERS	VOTES CAST	VOTER TURNOUT PERCENTAGE
PRIMARY 2002	2458	798	32.5
PRIMARY 2004	3276	940	28.7
PRIMARY 2006	3270	264	8.0
PRIMARY 2008	3269	745	22.79
PRIMARY 2010	3976	1332	33.43
GENERAL 2010	3827	1639	43.83
PRIMARY 2012	4122	2144	52.0
GENERAL 2012	3948	1869	47.3
PRIMARY 2014	4176	1505	36.04

The Town of Florence voter turnout for the 2014 Primary was 1505 ballots cast or 36 percent. The number of votes cast through mail ballot equaled 1158 or 77 percent of the ballots cast 2014 Primary Election. At the 2014 General election there were 1821 votes cast by mail.

Staff contacted the County Recorder and confirmed that the Council has the choice to either do an All Mail Ballot Election or a Ground Election. Staff needs to receive direction from Council to draft the Intergovernmental Agreement for election services.

The Town received quotes for a Ground Election and All Mail Ballot Election. The printer estimate includes consulting, layout design, preliminary proofing, Spanish translations, printing of official ballots, outgoing envelopes, incoming envelopes, instructions, labeling, sorting, and delivering ballots to the Post Office. Pinal County Elections Department quote includes supplies, training, and tabulations. The Pinal County Voter Registration quote includes voters lists, signature roster sheets, ballot instruction sheet, ballot application/affidavit, and ballot signature verification.

Ground Special Election

Vendor	Total
Early Voting	\$3,228.30
Election Services	\$11,198.59
Voter Registration	\$3,556.95
Return Postage	\$1,028.52
Town Publications	\$1,000.00
Ground Election Estimate	\$20,012.36

All Mail Special Election

Vendor	Total
Early Voting	\$5,647.97
Election Services	\$6,030.89
Voter Registration	\$3,228.30
Return Postage	\$2,028.52
Town Publications	\$1,000.00
All Mail Estimate	\$17,935.68

*Cost based on 100% voter turnout.

Staff recommends the Mail Ballot option to achieve one of the primary objectives of the election process, which is greater civic participation in our electoral system, while decreasing the cost per vote cast.

RESOLUTION NO. 1486-14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, PROPOSING A ONE-TIME SPECIFIC AMOUNT IN EXCESS OF THE STATE-IMPOSED EXPENDITURE LIMITATION AND SETTING A SPECIAL ELECTION FOR MAY 19, 2015.

WHEREAS, the Arizona State Constitution permits the submission of the voters of a city or town of a one-time specific amount in excess of the Town's expenditure limitation under Article IX, Section 20(2)(c); and

WHEREAS, the Florence voters in 1982, 1986, 1990, 1994, 1998, 2002, 2006 and 2010 have authorized the local alternative expenditure limitation; and

WHEREAS, the Town's current local alternative expenditure limitation (Home Rule Option) expires at the end of fiscal year 2014-2015; and

WHEREAS, the Town's voters did not approve the alternative expenditure limitation (Home Rule Option) presented for fiscal years 2015-2016 through 2018-2019; therefore, a ballot measure requesting authorization to exceed the state-imposed expenditure limitation must be presented to the voters for fiscal year 2015-2016;

WHEREAS, the Florence Town Council, after two public hearings, has determined that a one-time specific amount in excess of the state-imposed expenditure limitation is necessary for the Town of Florence to regain local control.

NOW, THEREFORE, BE IT RESOLVED by the Florence Town Council:

SECTION 1. That the Town Clerk is authorized to enter into an agreement with the Pinal County Election Department for the administration of the election.

SECTION 2. That the following question will be submitted to the qualified Florence voters at a Special Election to be held May 19, 2015:

Shall the Town of Florence regain local control and exceed the state-imposed expenditure limitation for fiscal year 2015-2016 by \$15,000,000, to allow the Town to adopt a budget no greater than the amount that was adopted for fiscal year 2014-2015?

NOW, BE IT FURTHER RESOLVED by the Florence Town Council:

"The Florence Town Council shall, as part of the 2015-2016 Budget, adopt an expenditure limitation to govern the Town of Florence budget for the fiscal year immediately following such adoption. The expenditure limitation shall be adopted after a Public Hearing at which the citizens may comment on the proposed expenditure limitation. No expenditure may be made in violation of such Budget, nor may any processed expenditures be in excess of estimated available revenues except that the Town Council may, by three-fourths vote, declare an emergency and suspend the effect for one fiscal year at a time."

PASSED AND ADOPTED by the Florence Town Council, this ___ day of _____.

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 1486-14 was duly passed and adopted by the Town Council of Florence, Arizona, at a Special Meeting held on the XX day of _____, 2014, and that the vote was _____ ayes and _____ nays.

Lisa Garcia, Town Clerk

One-time Specific Amount in Excess of State-Imposed Expenditure Limitation

Summary Analysis

The voters of the Town of Florence have adopted a local alternative expenditure limitation (Home Rule Option) in every election that it has been presented to them: 1982, 1986, 1990, 1994, 1998, 2002, 2006 and 2010.

Due to a defeat of the Home Rule Option in the 2014 Primary Election, the Town needs to hold a special election to seek a one-time specific amount in excess of the state-imposed expenditure limit for fiscal year 2015-2016, until a Home Rule Option can be submitted to the voters as part of the Town's Primary Election in August of 2016.

The approval of a one-time specific amount in excess of the state-imposed expenditure limit **will not increase taxes**. It merely permits the Town to regain local control and spend the existing revenues it already collects.

If approved by the voters, the Town of Florence will regain local control and can exceed the state-imposed expenditure limitation for fiscal year 2015-2016 by \$15,000,000, which will allow the Town to adopt a budget no greater than the amount that was adopted for fiscal year 2014-2015. The existing revenues are funds collected by the Town from state and local sources that are used to maintain the current levels of service that the citizens of Florence have come to expect. The services include police, fire, courts, economic and community development, parks and recreation, street maintenance and improvements, water and wastewater systems operations and maintenance, refuse and recycling services, senior services, as well as other important public services provided by the Town of Florence.

If the specific amount in excess of the state expenditure limitation is not approved by the voters, the Town will not be able to maintain its current levels of service under the state-imposed expenditure limit and additional service cuts will be required.

TEXT OF BALLOT

PROPOSITION XXXX

Referred to the voters of the Town of Florence by the Florence Town Council

Official title: Resolution No. 1486-14 – A resolution of the Town Council of the Town of Florence, Arizona, proposing a one-time specific amount in excess of the state-imposed expenditure limitation of fiscal year 2015-2016.

Descriptive title:

This measure, under Article IX, Section 20(2)(c), of the Arizona Constitution, allows the Town of Florence to exceed the state-imposed expenditure limitation for fiscal year 2015-2016 by \$15,000,000 to allow the Town to adopt a budget no greater than the amount that was adopted for fiscal year 2014-2015.

A “YES” vote shall have the effect of continuing existing services by regaining local control of the expenditure of existing revenues by Florence residents.

A “NO” vote shall have the effect of preventing the local control of expenditures by Florence residents and will require expenditures instead to be limited by the state-imposed expenditure formula based on fiscal year 1979-80 expenditures, resulting in cuts in existing Town services and programs.

Proposition XXXX:

Shall the Town of Florence regain local control and exceed the state-imposed expenditure limitation for fiscal year 2015-2016 by \$15,000,000, to allow the Town to adopt a budget no greater than the amount that was adopted for fiscal year 2014-2015?

NOTICE OF PUBLIC HEARING

The Town Council of the Town of Florence will hold two public hearings on Resolution No. 1486-14:

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, PROPOSING A ONE-TIME SPECIFIC AMOUNT IN EXCESS OF THE STATE-IMPOSED EXPENDITURE LIMITATION AND SETTING A SPECIAL ELECTION FOR MAY 19, 2015

Public Hearing will be held on:

December 1, 2014, 6:00 p.m.

December 15, 2014 6:00 p.m.

Florence Town Hall

Florence Town Hall

775. N. Main Street

775 N. Main Street

Florence, Arizona 85132

Florence, Arizona 85132

Publish in the Florence Reminder on 11/20, 11/27, 12/4, and 12/11, 2014.

Invitation to Submit Ballot Arguments
Deadline April 20, 2015

Florence – Town Clerk Lisa Garcia announced the proposition number for ballot measure appearing on the May 19, 2015 Florence Special Election and invites interested parties to submit arguments to be included in the Publicity Pamphlet that will be distributed prior to the May 19, 2015 Special Election.

The proposition that will appear on the May 19, 2015, ballot is listed below.

Proposition X00: ONE-TIME SPECIFIC AMOUNT IN EXCESS OF STATE-IMPOSED EXPENDITURE LIMITATION:

Proposal submitted by the Town Council of Florence

Official title: Resolution No. 1486-14 – A resolution of the Town Council of the Town of Florence, Arizona, proposing a one-time specific amount in excess of the state-imposed expenditure limitation of fiscal year 2015-2016.

Descriptive title:

This measure, under Article IX, Section 20(2)(c), of the Arizona Constitution, allows the Town of Florence to exceed the state-imposed expenditure limitation for fiscal year 2015-2016 by \$15,000,000 to allow the Town to adopt a budget no greater than the amount that was adopted for fiscal year 2014-2015.

A “**YES**” vote shall have the effect of continuing existing services by regaining local control of the expenditure of existing revenues by Florence residents.

A “**NO**” vote shall have the effect of preventing the local control of expenditures by Florence residents and will require expenditures instead to be limited by the state-imposed expenditure formula based on fiscal year 1979-80 expenditures, resulting in cuts in existing Town services and programs.

Proposition XXXX:

Shall the Town of Florence regain local control and exceed the state-imposed expenditure limitation for fiscal year 2015-2016 by \$15,000,000, to allow the Town to adopt a budget no greater than the amount that was adopted for fiscal year 2014-2015?

Arguments for or against ballot measures may be filed with the Town Clerk no later than 5 p.m., Monday, April 20, 2015. Arguments may be submitted to the Town Clerk, PO Box 2670, 775 N. Main Street, Florence Arizona 85132. A \$200 fee must accompany each argument submitted and each argument must not exceed 300 words. Arguments must be signed by the submitting person. Arguments submitted by organizations shall be signed on behalf of the organization by one of the executive officers of the organization authorized to take the action, or if a politician committee, by the Chairperson or Treasurer. No person or organization shall submit more than one argument for each ballot measure to be voted on.

For more information, call the Town Clerk’s office at 520-868-7552.

Publish in the paper 4 times. on March 19, 26 and April 2, 9, 2015 dates.

Election Calendar

Monday, November 03, 2014	Thursday, November 13, 2014	Monday, November 17, 2014	Monday, December 01, 2014	Monday, December 15, 2014
<ul style="list-style-type: none"> □ Agenda items due for November 17 meeting 	<ul style="list-style-type: none"> Ad on Public Hearing the Paper - Ad in Paper November 20 and 27, 2014 and December 4 and 11, 2014 	<ul style="list-style-type: none"> □ Agenda items for Decembe 1 meeting due **Work Session with Council on Plan 	<ul style="list-style-type: none"> □ First PH on one-time override 	<ul style="list-style-type: none"> □ □ Special Meeting! □ Second PH on one-time override □ Council Vote - on Resolution
Monday, December 22, 2014	Thursday, January 01, 2015	Monday, January 05, 2015	Thursday, January 29, 2015	Monday, February 02, 2015
<ul style="list-style-type: none"> □ Record of Vote and Purpose of excess expenditure limitation due to paper 	<ul style="list-style-type: none"> □ Record of Vote and Purpose of excess expenditure limitation appear in paper 	<ul style="list-style-type: none"> □ Call The Election 	<ul style="list-style-type: none"> □ Call Ad due to Florence Reminder ad in paper Febuary 5 and 12, 2015 	<ul style="list-style-type: none"> □ January 31 Campaign Finance Report due
Monday, March 09, 2015	Thursday, March 12, 2015	Friday, March 13, 2015	Monday, March 16, 2015	Wednesday, March 18, 2015
<ul style="list-style-type: none"> □ Public Education Presentation - Caliente Coffee 9 AM 	<ul style="list-style-type: none"> □ Public Education Presentation - Womans Club 5:30 PM 	<ul style="list-style-type: none"> □ Invitation to submit Argument due to paper: Appear in paper March 19 and 26, April 2 and 9, 2015 	<ul style="list-style-type: none"> □ Public Education Presentation - Chamber of Commerce 8 AM 	<ul style="list-style-type: none"> □ Public Education Presentation -Lions Club 5:30 PM
Thursday, March 19, 2015	Friday, March 20, 2015	Thursday, March 26, 2015	Thursday, April 16, 2015	Friday, April 17, 2015
<ul style="list-style-type: none"> □ Public Education Presentation - Sheriff's Possee 7 PM 	<ul style="list-style-type: none"> □ Contract with county utilize serves election department and record's registration list □ Get bids from printers, received ballots bids and prepare ballot proof * First Day to accept arguments for or against 	<ul style="list-style-type: none"> □ Public Education Presentation - Senior Center 5:30 PM 	<ul style="list-style-type: none"> □ Early ballots must be ready for distribution □ Sample ballots prepared 	<ul style="list-style-type: none"> □ Post notice sample ballots available
Monday, April 20, 2015	Thursday, April 23, 2015	Friday, May 08, 2015	Friday, May 15, 2015	Monday, May 18, 2015
<ul style="list-style-type: none"> □ County voter registration closes □ Deadline for submission of arguments for publicity pamphlet 	<ul style="list-style-type: none"> □ First date for distribution of early ballots 	<ul style="list-style-type: none"> □ Application for early mail ballot □ Appoint and send letters to election boards 	<ul style="list-style-type: none"> □ Pre- Election campaign finance report due □ On-site early balloting ends (County) □ Ballots delivered to polling places □ Publish notice of testing of automatic tabulating equipment (County) 	<ul style="list-style-type: none"> □ Instructional meeting for election boards (County) □ Logic and Accuracy Testing (County)
Tuesday, May 19, 2015	Monday, June 08, 2015	Thursday, June 18, 2015	Tuesday, September 08, 2015	
<ul style="list-style-type: none"> □ Election Day 	<ul style="list-style-type: none"> □ Council Meets to Canvass vote 	<ul style="list-style-type: none"> □ Post-election campaign finance 	<ul style="list-style-type: none"> □ 500 threshold termination statements due 	

* Calendar dates are the latest possible dates to complete with election deadlines based on special election date of May 19, 2015.

*County deadlines have not been received yet

#NAME?

MEMORANDUM

To: Mayor and Town Council
From: Charles Montoya, Town Manager
Cc: Lisa Garcia, Deputy Town Manager/Town Clerk
Department Heads
Date: November 17, 2014
Re: Weekly Update



Department Updates

Facility Maintenance

- Started waterpark and pool plan review for Design Development comments.
- Met with Core Construction to address warranty items for floor grout and air vent screens.
- Submitted procurement documents for repairs and painting of old Credit Union exterior.
- Submitted procurement documents for repairs to weathered exterior wood windows at the Silver King.
- Completed Heritage Park restrooms rehabilitation.
- Contacted APS to start engineering and electrical service to proposed shade structure at Police Department carport parking.
- Met with contact to take samples of drywall, flooring and ceiling materials for testing at old Credit Union.
- Pricing custom tables from Prison Industries for Admin Conference.
- Scheduled a 40-foot storage container to be delivered 11/10 for Credit Union building for furniture/fixture storage.

Finance Department

- Auditors completed a majority of their field work while here at Town Hall last week. They will be wrapping up the audit work and begin drafting the CAFR. It is anticipated that the CAFR and audit will be presented on December 15 or in January.
- Sent out assessment statements in NFID, CFD No. 1 and CFD No. 2. The statements now contain assessment balance information rather than just the amounts due.
- Arizona Department of Homeland Security visited the Town to monitor the Stonegarden grants.

Fleet Maintenance

- Six (6) vehicles serviced for preventative maintenance and seven (7) for repairs.

Information Technology Department

- Completed the layout of the visitflorenceaz.com website for Economic Development.
- Installed wiring for a new camera and phone in the lobby, at the Anthem Fire station.
- Finished Anthem Unit 36 Preliminary Plat Review.
- Provided mapping support to Community Development with Johnson Ranch Estates and the Solar Farm.
- Completed and submitted all drawings for data and voice for Community Developments new building.

Library

- The annual State Data Report was compiled and turned in to the Arizona State Library, Archives and Public Records. This document reports annual statistics and is required to be submitted from libraries throughout the state. Libraries that do not complete this report are not eligible to participate in programs sponsored by the State Library; including LSTA grant funding, OneBookAZ, and the summer reading program. The information is then compiled and delivered to libraries for use when comparing services, population, staffing, statistics, funding, etc. between libraries. Of note:
 - Number of Library Visits: 102,623
 - Number of Library Materials Checked Out: 64,557 physical items; 3,169 eBooks/audiobooks downloaded
 - Number of computer users (physical computer lab sessions):18,790
 - Number of wireless sessions: 17,825
 - Number of online catalog searches: 20,602
 - Number of library programs provided: 206
 - Total Library Program Attendance: 3,824

Parks and Recreation

- Staff attended a Sun Corridor Trail meeting at Arizona Game and Fish Headquarters this week. The proposed Sun Corridor Trail runs from Douglas, Arizona to Las Vegas, Nevada, with a six mile segment travelling through Florence along the CAP Canal. The trail is planned to be included in updated master plans by both the Town and Pinal County.
- The Selection Committee is currently scoring the Statement of Qualifications (SOQ) for the Fitness and Recreation Center Project. The Town received SOQ's from twelve design-build teams. Once the scoring of the SOQ's is completed, Staff will be seeking further direction from Council on the project.
- The next Concert in the Park is Thursday, November 20 at 7 p.m. at Padilla Park. The concert will feature Bongo Island, a reggae band. Thank you to Main Street Family Practice for sponsoring this year's concerts.

Police

- Personnel attended “Sex Offender Watch” training in Tucson
- The AZ Department of Homeland Security conducted an audit of the Stonegarden Grant. This audit was on overtime and equipment that was grant-related. The audit was successful.
- Officers worked with the Pinal County DUI Taskforce 10/31 and 11/1 as part of the AZ Governor’s Office of Highway Safety grant.

Public Works Admin / Engineering

- Deficiency in concrete placement at Spirit Way Arch Culvert – Phase IV tentatively resolved with Pulte; awaiting correction of deficiencies. Structural deficiency appeared to be the case; cracks developed in culvert slab.
- Butte Avenue Reconstruction Paving Project; striping and utility adjustments in progress.
- Bids on SR 79/Diversion Dam Road Project and reviewing Contract.
- Resolved contractual conditions with DBA Construction for Willow/Central sidewalk improvements; in-process to send for procurement.
- Coordinated 208 Plan discussions with CAG and JUC for resolution continued. Awaiting ADEQ response, after follow-up.
- Investigated non-structural cracks at Silver King north wall and resolution provided for structural member to be added and masonry joint retooling.
- FUSD agreed to dedication of right-of-way along Adamsville west of Central. MOD being scoped for dedication, boundary of properties needs resolution.
- Coordinated with and met with ADOT on various meeting for SR 287/79B, SR 79/SR 287 and Main Street Extension Project coordination.

Sanitation

- Picked up miscellaneous bulk trash piles for elderly and violators.
- Corresponded with PD Code Enforcement and Utility Billing on bulk trash issues.

Streets

- Cleaned, smoothed and watered entrance to Territory Square - Phase I for Groundbreaking Ceremony.
- Continued grading on Main Street Extension Project.
- Six (6) employees attended the Pinal County Safety Rodeo.

Utilities

- Work continues on Well 3B.
- Currier Construction will begin work at the SWWTP on November 17th.
- Staff rebuilding the lower clarifier at the North plant. New chains, sprockets, guide rails and paddle boards are being installed.
- Staff meeting with the GEO prison to schedule valve replacement on the main water line.