

**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, JUNE 2, 2014, AT 5:30 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. WORK SESSION WITH INDUSTRIAL DEVELOPMENT AUTHORITY**

**4. INVOCATION**

**5. PLEDGE OF ALLEGIANCE**

**6. 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.

**7. PRESENTATION**

- a. **Quarterly Financial** Report Presentation by Finance Director Mike Farina.

**8. MOTION TO ADJOURN TO MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 1 BOARD.**

- a. **Resolution No. MRCFD1 126-14:** Discussion/Approval/Disapproval of A RESOLUTION OF THE DISTRICT BOARD OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 EXERCISING THE OPTION TO REDEEM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (FLORENCE, ARIZONA) SPECIAL ASSESSMENT LIEN BONDS (CURRENT AND FUTURE ASSESSMENT AREAS) AND DELEGATING CERTAIN MATTERS WITH RESPECT THERETO TO THE DISTRICT TREASURER OF THE DISTRICT.

**9. MOTION TO ADJOURN FROM MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 1 BOARD.**

**10. MOTION TO ADJOURN TO MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 2 BOARD.**

- a. **Resolution No. MRCFD2 226-14:** Discussion/Approval/Disapproval of A RESOLUTION OF THE DISTRICT BOARD OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 EXERCISING THE OPTION TO REDEEM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 (FLORENCE, ARIZONA) SPECIAL ASSESSMENT LIEN BONDS (CURRENT AND FUTURE ASSESSMENT AREAS) AND DELEGATING CERTAIN MATTERS WITH RESPECT THERETO TO THE DISTRICT TREASURER OF THE DISTRICT.

**11. MOTION TO ADJOURN FROM MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 2 BOARD**

**12. 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.

- a. **\*Resolution No. 1444-14:** Adoption of of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE TOWN OF FLORENCE RECOMMENDED FY 2014-2015 EMPLOYEE COMPENSATION AND CLASSIFICATION PLANS.
- b. **\*Resolution No. 1445-14:** Adoption of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ORDERING THE ABANDONMENT OF RIGHT-OF-WAY EASEMENTS ADJACENT TO THE CCA PROPERTY IN FLORENCE, ARIZONA, AS DESCRIBED WITHIN THE ATTACHED EXHIBITS 1, 2 and 3.
- c. **\*Adoption of notice** of intention to increase water and wastewater utility rates and fees, and to set a public hearing date of July 7, 2014, on the proposed increases.
- d. **\*Ratification of accepting** donations totaling \$2,250, from Pulte Homes, Southwest Value Partners, and Arizona Public Service to offset the costs of exhibitor space at the Retail Real Estate Convention.
- e. **\*Approval to hire** Sunrise Engineering to conduct a Downtown Water Line Alignment Study, in an amount not to exceed \$39,658.
- f. **\*Authorization to** dispose of equipment as listed on the June 2, 2014 Request for Council Action Form, per Town Policy.
- g. **\*Authorization to** forward a favorable recommendation to the Arizona Department of Liquor License and Control for Pinal Mounted Posse's application for a Special Event Liquor License for a fundraiser being held July 4 2014, at Heritage Park.

- h. **\*Approval of accepting** the register of demands ending April 30, 2014, in the amount of \$1,800,476.26.

### 13. NEW BUSINESS

- a. **Canvas of the May** 20, 2014 Special Election and Approval of the Election Results.
- b. **Resolution No. 1446-14:** Discussion/Approval/Disapproval of a A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH HOWARD L. HAWKS, AN INDIVIDUAL, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (Annexation No. 2013-02 – “HERITAGE ESTATES” PROPERTY).
- c. **Approval of Task Order** No. 6 with Water Works Engineers for the South Wastewater Treatment Plant Expansion Planning and Development Design, and the Tertiary Filtration Design and Construction, in an amount not to exceed \$294,398.
- d. **Project update on** the construction of municipal facilities consisting of a library, outdoor aquatic complex, recreation space, programming offices, outdoor fields, and other government facilities.
  - i. **Discussion/Approval/Disapproval** of authorizing the Town Manager to negotiate and enter into a contract or contracts with Swan Architects, Inc., not to exceed a cumulative total of \$270,600 to provide Project Management services on the Territory Square Phase One property.
  - ii. **Discussion/Approval/Disapproval** to authorize the Town Manager to negotiate and enter into a contract or contracts with Rummel Construction, Inc., not to exceed a cumulative total of \$1,032,446 to complete proposed site grading construction services on the Territory Square Phase One property
  - iii. **Discussion/Approval/Disapproval** to authorize the Town Manager to review financing alternatives and secure financing to assist with the funding of construction of a new library, aquatics, and recreation facility, in an amount not to exceed \$5,000,000, plus costs of issuance.
- e. **Discussion/Approval/Disapproval** to approve a settlement agreement for Curis Resources (Arizona) Inc. v. Town of Florence, Pinal County Superior Court Case No. CV2012-01097, as recommended by the Risk Pool.
- f. **Public Notice on** Johnson Utilities, LLC

- g. Motion to withdraw from the Arizona Corporation Commission Proceedings: information only.

#### 14. DEPARTMENT REPORT

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

#### 15. CALL TO THE PUBLIC

#### 16. CALL TO THE COUNCIL

#### 17. ADJOURN TO EXECUTIVE SESSION

Pursuant to A.R.S. § 38-431.03(A)(1) for the purpose of discussion by the public body of possible disciplinary action relating to Mayor Tom J. Rankin.

#### 18. ADJOURN FROM EXECUTIVE SESSION

#### 19. 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 MAY 30, 2014, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, 1000 SOUTH WILLOW STREET, FLORENCE, ARIZONA, AND AT [WWW.FLORENCEAZ.GOV](http://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.\*\*\*

**MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 1  
SPECIAL MEETING  
AGENDA**

PURSUANT TO A.R.S. § 38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 1 BOARD AND TO THE GENERAL PUBLIC THAT THE MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 1 BOARD WILL HOLD A SPECIAL MEETING OPEN TO THE PUBLIC ON MONDAY, JUNE 2, 2014, AT APPROXIMATELY 6:00 P.M. (FOLLOWING THE OPENING OF THE FLORENCE TOWN COUNCIL MEETING), IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

**1. CALL TO ORDER**

**2. ROLL CALL: Chair**

**3. Tom Rankin\_\_\_; Vice-Chair Tom Smith\_\_\_;  
Board Members: Tom Celaya\_\_\_; Bill Hawkins\_\_\_;  
Ruben Montaña\_\_\_; Tara Walter\_\_\_; Vallarie Woolridge\_\_\_;**

**4. NEW BUSINESS**

- a. **Resolution No. MRCFD1 126-14:** Discussion/Approval/Disapproval of A RESOLUTION OF THE DISTRICT BOARD OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 EXERCISING THE OPTION TO REDEEM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (FLORENCE, ARIZONA) SPECIAL ASSESSMENT LIEN BONDS (CURRENT AND FUTURE ASSESSMENT AREAS) AND DELEGATING CERTAIN MATTERS WITH RESPECT THERETO TO THE DISTRICT TREASURER OF THE DISTRICT.

**5. ADJOURNMENT**

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

POSTED MAY 30, 2014, BY LISA GARCIA, BOARD CLERK, AT 775 NORTH MAIN STREET, 1000 SOUTH WILLOW STREET, FLORENCE, ARIZONA, AND AT [WWW.FLORENCEAZ.GOV](http://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.\*\*\*

**MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 2  
SPECIAL MEETING  
AGENDA**

PURSUANT TO A.R.S. § 38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 2 BOARD AND TO THE GENERAL PUBLIC THAT THE MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 2 BOARD WILL HOLD A SPECIAL MEETING OPEN TO THE PUBLIC ON MONDAY, JUNE 2, 2014, AT APPROXIMATELY 6:00 P.M. (FOLLOWING THE OPENING OF THE FLORENCE TOWN COUNCIL MEETING), IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

**1. CALL TO ORDER**

**2. ROLL CALL:** Chair Tom Rankin\_\_\_; Vice-Chair Tom Smith\_\_\_;  
Board Members: Tom Celaya\_\_\_; Bill Hawkins\_\_\_;  
Ruben Montaña\_\_\_; Tara Walter\_\_\_; Vallarie Woolridge\_\_\_;

**3. NEW BUSINESS**


- a. **Resolution No. MRCFD2 226-14:** Discussion/Approval/Disapproval of A RESOLUTION OF THE DISTRICT BOARD OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 EXERCISING THE OPTION TO REDEEM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 (FLORENCE, ARIZONA) SPECIAL ASSESSMENT LIEN BONDS (CURRENT AND FUTURE ASSESSMENT AREAS) AND DELEGATING CERTAIN MATTERS WITH RESPECT THERETO TO THE DISTRICT TREASURER OF THE DISTRICT.

**4. ADJOURNMENT**

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

POSTED MAY 30, 2014, BY LISA GARCIA, BOARD CLERK, AT 775 NORTH MAIN STREET, 1000 SOUTH WILLOW STREET, FLORENCE, ARIZONA, AND AT [WWW.FLORENCEAZ.GOV](http://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.\*\*\*

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 3.</b>
<b>MEETING DATE:</b> June 2, 2014  <b>DEPARTMENT:</b> Economic Development  <b>STAFF PRESENTER:</b> Jennifer Evans, Management Analyst  <b>SUBJECT:</b> Florence Industrial Development Authority Work Session		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <li><input type="checkbox"/> Regulatory</li> <li><input type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input type="checkbox"/> Other

**RECOMMENDED MOTION/ACTION:**

None

**BACKGROUND/DISCUSSION:**

The purpose of the work session is to discuss the powers of the Florence Industrial Development Authority (IDA) and the role of the authority’s governing body. The Florence IDA is empowered under A.R.S. § 35-701 to issue bonds and loan the proceeds from the sale of bonds to finance community and economic development projects. The Florence Town Council is the governing body of the Florence IDA that is responsible for electing the Directors of the Florence IDA and approving the proceedings of the Florence IDA for the issuance of bonds.

In 2007, the Florence IDA issued its first bond for Goodwill Industries of Central Arizona to renovate a building and open a store in Avondale. Since 2010, the Florence IDA has issued nine bonds to finance the costs of acquisition, renovation, improvement, and equipping of charter schools in various locations within Arizona. The Florence IDA has successfully worked with BASIS Schools, Great Hearts Academies, Legacy Traditional School, Veritas Preparatory School, Mohave Accelerated Schools and Telesis Center for Learning to provide financing for their respective projects.

The income earned by the Florence IDA on application fees associated with the issuance of bonds has been invested in several projects in Florence. The Florence IDA has assisted the owners of Pinal Food Market with exterior renovations and produced a tourism marketing brochure to promote Florence. In addition, the Florence IDA has provided funding to the Greater Florence Chamber of Commerce for their website, Florence Main Street Program for the Smithsonian Institution’s Journey Stories exhibition, Town of Florence for the annual Home Tour, and Future Forward Foundation to support its projects. The Florence IDA has invested more than \$50,000 in these projects from 2013 through the present and plans to continue its work with Pinal Food Market.

There may be opportunities in the future for the Town of Florence and Florence IDA to partner on projects that would directly benefit the Town. To do that, the Florence IDA must have approval from the Florence Town Council to issue bonds and be active in the bond market. An added benefit of having an active local IDA is that it can continue to invest in projects that have a positive impact on the community.

**FINANCIAL IMPACT:**

None

**STAFF RECOMMENDATION:**

None

**ATTACHMENTS:**

None



**Town of Florence**  
**Quarterly Financial Report**  
**As of March 31, 2014**  
**(unaudited)**

## **Introduction**

The following report highlights the financial results of the Town for the third quarter of the fiscal year. The report presents the results of Town revenues, expenditures and fund balances and includes comparison of current year actual figures to the budget and prior year.

## **Highlights**

- Major Town revenues are meeting or exceeding budget expectations and are ahead of the prior year.
  - Sales tax revenue is 18% ahead of expectations and 20% ahead of the prior year.
  - State-shared sales tax is meeting expectations and is 7% ahead of the prior year.
  - State-shared income tax is meeting expectations and is 9% ahead of the prior year.
  - Vehicle license tax is 6% ahead of expectations and 7% ahead of the prior year.
  - Highway user revenue is meeting expectations and 3% ahead of the prior year.
  - Transportation excise tax is 8% ahead of both expectations and the prior year.
  
- Town expenditures are below the budget established for fiscal year 2014.
  
- General Fund: With 75% of the year complete, 80% of the budgeted revenue amount is collected and only 67% of the expenditure budget is expended.
  
- Capital Improvements Fund: 92% of the budgeted revenue amount is collected and 46% of the expenditure budget is expended.
  
- HURF: 75% of the budgeted revenue amount is collected and 20% of the expenditure budget is expended. Of the \$4.5 million capital budget, 3% is expended.
  
- Water Utility: 67% of the budgeted fee revenue is collected and 11% of the expenditure budget is expended. Of the \$4.8 million capital budget, 1% is expended.
  
- Wastewater Utility: 68% of the budgeted fee revenue is collected and 32% of the expenditure budget is expended. Less than 1% of the \$2.3 million capital budget has been expended.
  
- Sanitation: 76% of the budgeted fee revenue is collected and 71% of the expenditure budget is expended.
  
- Fund balances are healthy and normal.

## Major Revenues

Throughout this section of the finance report, monthly revenue results for the first half of the year is compared to the budget and prior year. An updated estimate (forecast) of the annual revenue based on the results of the first nine months of the year is also presented. In the monthly revenue charts, the light-shaded graph columns represent forecasted amounts.

### Sales Tax

The Town imposes a two percent (2%) transaction privilege tax rate on retail sales and services made within the Town boundaries.

This tax is commonly referred to as sales tax. The total tax rate within the Town is 8.7 percent, which also includes the State and Pinal County tax rates. Sales tax revenue supports the Capital Improvements Fund (sales tax on private construction projects),

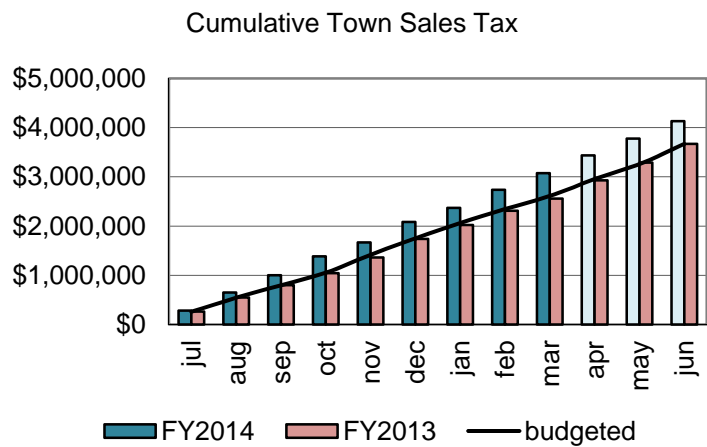
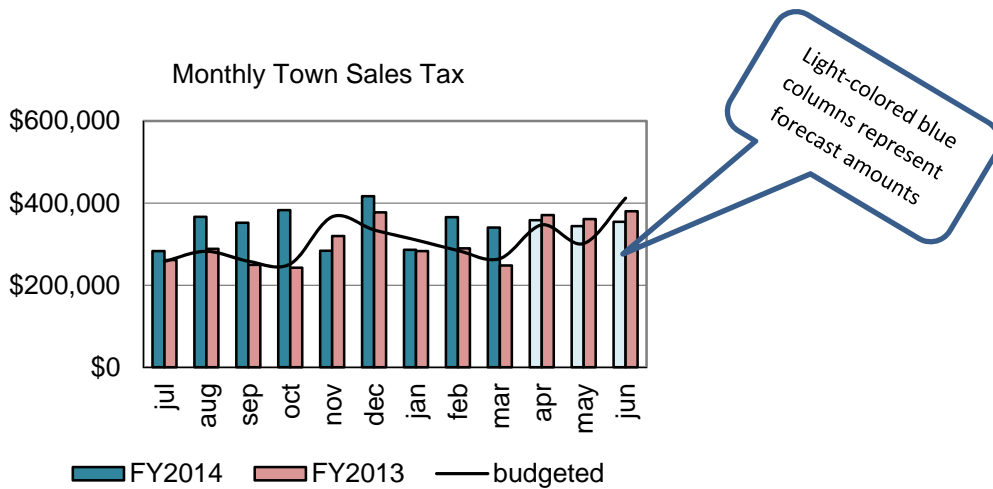
Construction Tax Fund (sales tax on governmental entity

construction projects), Food Tax Fund (sales tax on food for home consumption) and the General Fund (all other sales tax).

Sales Tax Rate in Florence	
Town	2.0%
Pinal County	1.1%
State of Arizona	5.6%
<b>Total</b>	<b>8.7%</b>

Town Sales Tax	monthly projections	current year actual	% variance from projection	% change from prior year	prior year actual
Jul	257,805	283,062	10%	8%	261,190
Aug	282,510	366,237	30%	27%	288,519
Sep	258,193	351,956	36%	41%	249,424
Oct	251,438	382,733	52%	58%	242,296
Nov	366,601	283,804	-23%	-11%	319,595
Dec	334,510	416,711	25%	10%	377,459
Jan	310,099	285,896	-8%	1%	282,981
Feb	284,460	365,454	28%	26%	289,615
Mar	264,375	340,187	29%	37%	247,841
YTD total	2,609,991	3,076,040			2,558,920
YTD variance		466,049	18%	20%	517,120
Annual totals	budget	forecast (trend)	projected variance		prior year actual
	3,670,000	4,132,710	462,710	13%	3,670,260

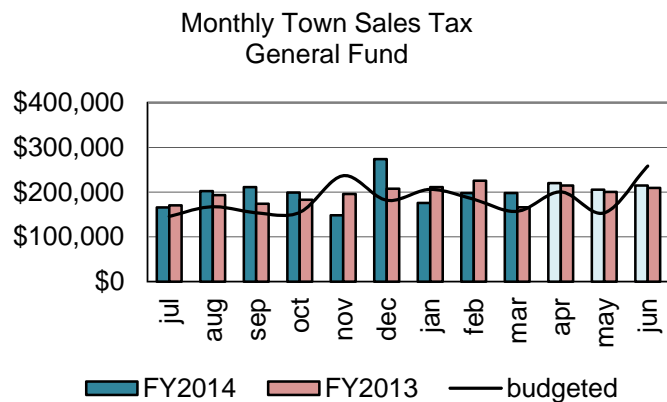
- The annual budget projected sales tax revenue in the amount of \$3,670,000.
- As of 3/31/14, the total collected is \$3,076,040. This is \$466,049 or 18% greater than the projected amount.
- Current year revenue is \$517,120 or 20% greater than the prior year.
- Based on the trend in the first nine months, sales tax could reach \$4,132,710, which would be \$462,710 or 13% greater than the budgeted amount of \$3,670,000.



Town Sales Tax by Type	General	Private Construction	Government Construction	Food	Total
Jul	165,685	99,011	-	18,366	283,062.00
Aug	202,270	141,373	7,295	15,299	366,237.00
Sep	211,097	125,508	-	15,351	351,956.00
Oct	198,967	152,369	9,710	21,687	382,733.00
Nov	148,415	101,586	12,364	21,439	283,804.00
Dec	273,764	109,348	13,336	20,263	416,711.00
Jan	175,790	71,434	11,718	26,954	285,896.00
Feb	197,925	134,440	9,072	24,017	365,454.00
Mar	197,893	107,358	11,549	23,387	340,187.00
YTD total	1,771,806	1,042,427	75,044	186,763	3,076,040
forecast (trend)	2,412,463.00	1,389,903.00	82,379.00	247,966.00	4,132,711
budget	2,200,000	1,100,000	160,000	210,000	3,670,000
proj. variance	212,463	289,903	(77,621)	37,966	462,711

<i>General Fund Town Sales Tax</i>	monthly projections	current year actual	% variance from projection	% change from prior year	prior year actual
Jul	145,861	165,685	14%	-3%	170,394
Aug	167,489	202,270	21%	5%	193,193
Sep	153,754	211,097	37%	21%	173,958
Oct	154,718	198,967	29%	9%	182,790
Nov	236,783	148,415	-37%	-24%	195,828
Dec	181,753	273,764	51%	32%	207,697
Jan	206,113	175,790	-15%	-17%	211,330
Feb	184,033	197,925	8%	-12%	225,584
Mar	157,076	197,893	26%	19%	166,258
YTD total	1,587,580	1,771,806			1,727,032
YTD variance		184,226	12%	3%	44,774
<i>Annual totals</i>	budget	forecast (trend)	projected variance		prior year actual
	2,200,000	2,412,463	212,463	10%	2,351,499

- As shown in the two tables above, at the current pace, sales tax revenue in the General Fund could exceed the budget by \$212,463 or 10%; private construction sales tax exceeds the budget by \$289,903 or 26% and food sales tax by \$37,966 or 18%. Sales tax on governmental construction jobs is below budget expectations and at the current pace could result in being \$77,621 lower than its budget.



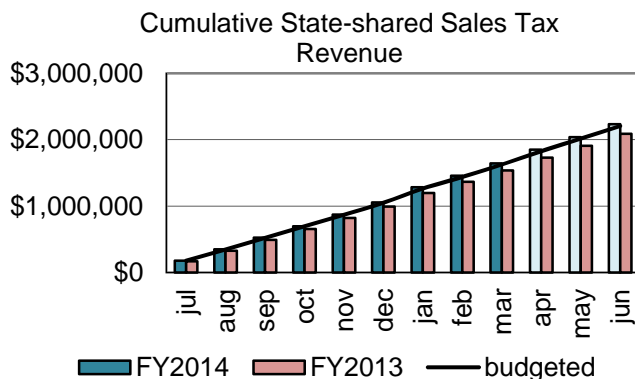
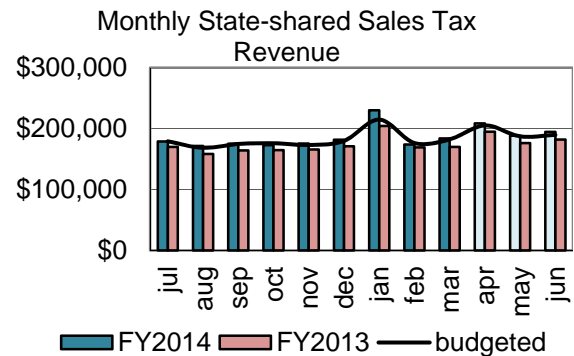
***State-shared Revenue***

As with all Arizona municipalities, the Town receives certain state revenues based on population. State-shared revenue includes sales tax, income tax, vehicle license tax and highway user revenue. In addition to population, highway user revenue distribution is also based on gasoline sales. It consists of tax on gasoline, a portion of the vehicle license tax and other transportation related fees and must be used solely for street and highway purposes, which are recorded in the Highway User Revenue Fund. State-shared sales tax, income tax and vehicle license tax support the General Fund.

**State-shared Sales Tax**

State-shared Sales Tax	monthly projections	current year actual	% variance from projection	% change from prior year	prior year actual
Jul	179,072	178,913	0%	5%	169,848
Aug	168,470	171,410	2%	8%	158,459
Sep	174,704	175,258	0%	7%	164,126
Oct	175,919	172,748	-2%	5%	164,560
Nov	173,089	175,336	1%	6%	165,574
Dec	179,714	181,802	1%	6%	171,003
Jan	214,755	230,007	7%	13%	204,387
Feb	176,353	173,797	-1%	3%	169,143
Mar	182,320	183,733	1%	8%	169,958
YTD total	1,624,396	1,643,004			1,537,058
YTD variance		18,608	1%	7%	105,946
<b>Annual totals</b>	<b>budget</b>	<b>forecast (trend)</b>	<b>projected variance</b>		<b>prior year actual</b>
	2,206,504	2,234,240	27,736	1%	2,090,169

- The annual budget projected state-shared sales tax revenue in the amount of \$2,206,504.
- As of 3/31/14, the total collected is \$1,643,004. This is \$18,608 greater than the projected amount.
- Current year revenue is \$61,897 or 6% greater than the prior year.
- Based on the trend in the first nine months, state-shared sales tax could reach \$2,234,240 which slightly exceeds the budget of \$2,206,504.

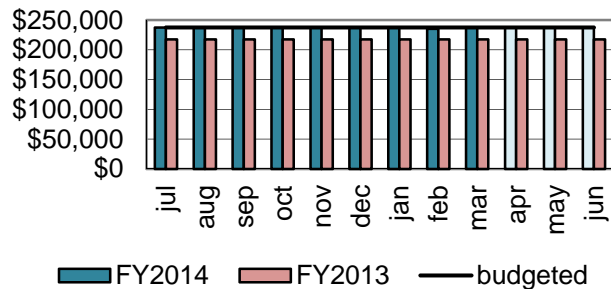


**State-shared Income Tax**

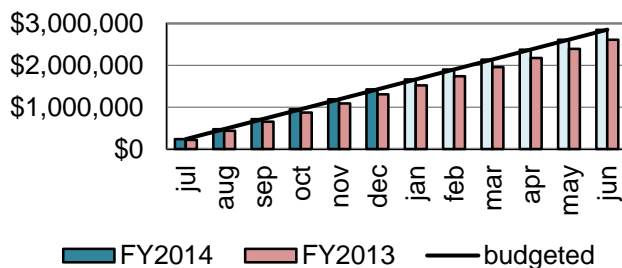
State-shared Income Tax	monthly projections	current year actual	% variance from projection	% change from prior year	prior year actual
Jul	237,410	237,411	0%	9%	217,371
Aug	237,410	237,410	0%	9%	217,370
Sep	237,410	237,411	0%	9%	217,371
Oct	237,410	237,411	0%	9%	217,371
Nov	237,410	237,410	0%	9%	217,370
Dec	237,410	237,411	0%	9%	217,371
Jan	237,410	237,411	0%	9%	217,370
Feb	237,410	235,120	-1%	8%	217,371
Mar	237,410	237,329	0%	9%	217,371
YTD total	2,136,690	2,134,324			1,956,336
YTD variance		(2,366)	0%	9%	177,988
<b>Annual totals</b>	<b>budget</b>	<b>forecast (trend)</b>	<b>projected variance</b>		<b>prior year actual</b>
	2,848,922	2,848,922	-	0%	2,608,448

- The annual budget projected state-shared income tax revenue in the amount of \$2,848,922.
- As of 3/31/14, the total collected is \$2,134,324.
- Current year revenue is \$177,988 or 9% greater than the prior year.
- State-shared income tax is determined by the state prior to the beginning of the next fiscal year and then evenly distributed to the Town on a monthly basis; therefore, the total amount collected by year-end will be the budgeted amount.

Monthly State-shared Income Tax Revenue



Cumulative State-shared Income Tax Revenue

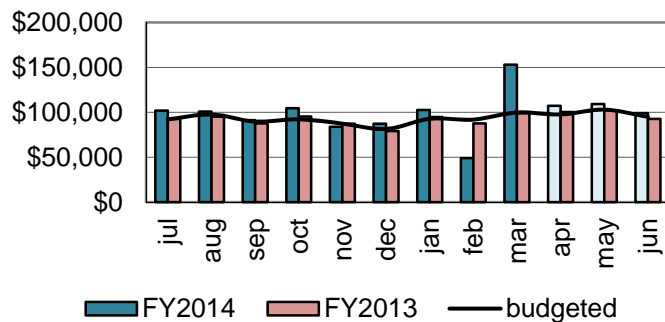


### Vehicle License Tax

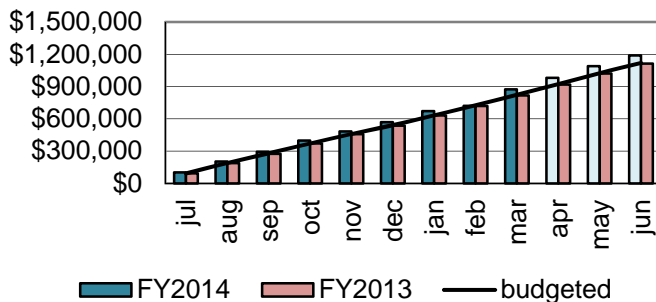
Vehicle License Tax	monthly projections	current year actual	% variance from projection	% change from prior year	prior year actual
Jul	92,073	101,813	11%	10%	92,559
Aug	97,488	100,820	3%	6%	95,039
Sep	89,623	91,075	2%	4%	87,533
Oct	92,134	104,544	13%	10%	95,262
Nov	87,350	83,894	-4%	-4%	87,229
Dec	81,298	87,289	7%	11%	78,979
Jan	92,718	102,515	11%	8%	94,779
Feb	91,849	49,010	-47%	-44%	87,624
Mar	99,733	152,919	53%	55%	98,928
YTD total	824,266	873,879			817,932
YTD variance		49,613	6%	7%	55,947
<b>Annual totals</b>	<b>budget</b>	<b>forecast (trend)</b>	<b>projected variance</b>		<b>prior year actual</b>
	1,119,567	1,189,126	69,559	6%	1,112,996

- The annual budget projected vehicle license tax revenue in the amount of \$1,119,567.
- As of 3/31/14, the total collected is \$873,879. This is \$49,613 or 6% greater than the projected amount.
- Current year revenue is \$55,947 or 7% greater than the prior year.
- Based on the trend in the first nine months, vehicle license tax could reach \$1,189,126, which would be \$61,532 or 5.5% greater than the budgeted amount of \$1,119,567.

Monthly Vehicle License Tax Revenue



Cumulative Vehicle License Tax Revenue

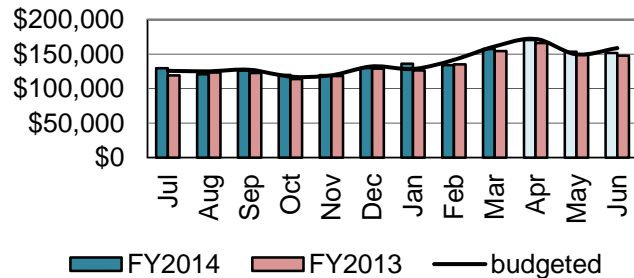


## Highway User Revenue

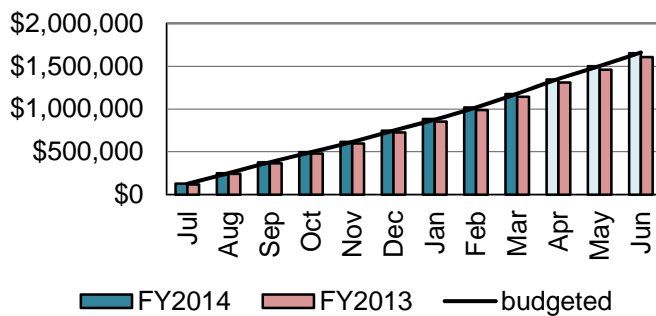
Highway User Revenue	monthly projections	current year actual	% variance from projection	% change from prior year	prior year actual
Jul	125,872	129,734	3%	9%	119,180
Aug	125,136	120,910	-3%	-2%	123,491
Sep	127,443	126,382	-1%	3%	122,804
Oct	117,433	119,995	2%	5%	114,017
Nov	119,405	119,662	0%	1%	118,209
Dec	132,302	129,846	-2%	1%	129,009
Jan	128,629	136,278	6%	8%	126,425
Feb	141,668	134,051	-5%	-1%	135,220
Mar	161,334	157,603	-2%	2%	154,605
YTD total	1,179,222	1,174,461			1,142,960
YTD variance		(4,761)	0%	3%	31,501
<b>Annual totals</b>	<b>budget</b>	<b>forecast (trend)</b>	<b>projected variance</b>		<b>prior year actual</b>
	1,659,987	1,650,521	(9,466)	-0.6%	1,606,251

- The annual budget projected highway user revenue in the amount of \$1,659,987.
- As of 3/31/14, the total collected is \$1,174,461, nearly the same as the projected amount.
- Current year revenue is \$31,501 or 3% greater than the prior year.
- Based on the trend in the first nine months, highway user revenue would be less than 1% lower than the budgeted amount.

Monthly Highway User Revenue



Cumulative Highway User Revenue



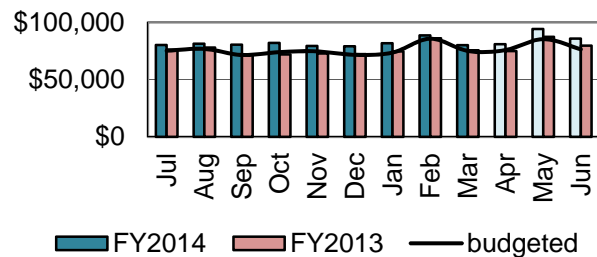


**Transportation Excise Tax Revenue**

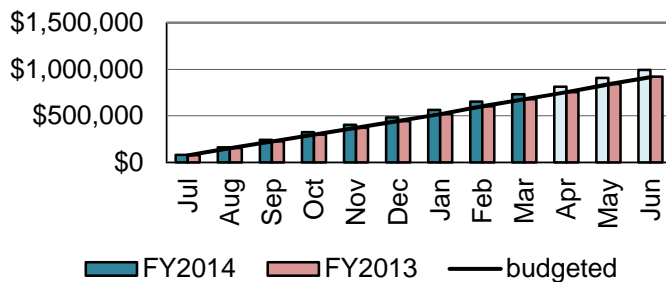
Transportation Excise Tax	monthly projections	current year actual	% variance from projection	% change from prior year	prior year actual
Jul	75,163	80,140	7%	5%	76,154
Aug	76,733	81,312	6%	4%	77,885
Sep	71,418	80,420	13%	12%	71,961
Oct	73,974	81,938	11%	14%	71,906
Nov	74,597	79,369	6%	9%	72,725
Dec	71,533	78,997	10%	9%	72,211
Jan	73,544	81,725	11%	10%	74,576
Feb	85,663	88,489	3%	3%	86,004
Mar	74,943	80,070	7%	6%	75,610
YTD total	677,568	732,460			679,032
YTD variance		54,892	8%	8%	53,428
Annual totals	budget	forecast (trend)	projected variance		prior year actual
	915,000	993,257	78,257	9%	920,806

- The annual budget projected transportation excise tax revenue in the amount of \$915,000.
- As of 3/31/14, the total collected is \$732,460. This is \$54,892 or 8% greater than the projected amount.
- Current year revenue is \$53,428 or 8% greater than the prior year.
- Based on the trend in the first nine months, transportation excise tax could reach \$993,257, which would be \$78,257 or 9% greater than the budgeted amount of \$915,000.

Monthly Transportation Excise Tax



Cumulative Transportation Excise Tax

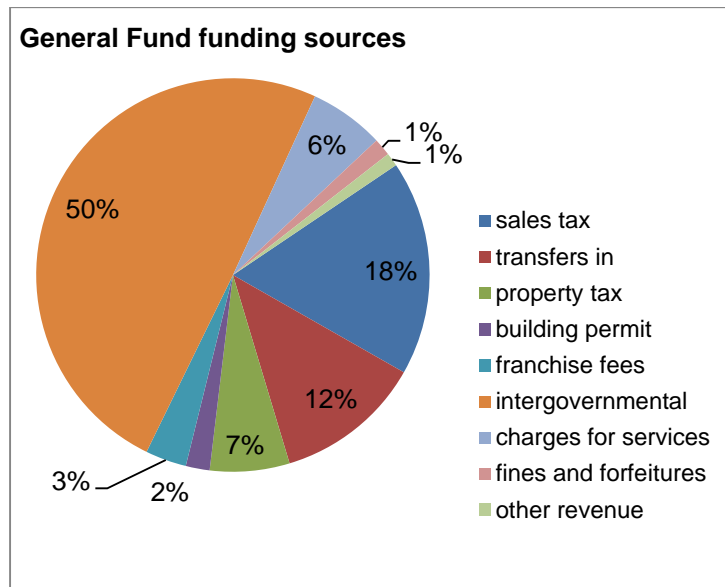


## General Fund

The General Fund is the Town's main operating fund accounting for most of the Town's services, including public safety, culture and recreation, community development, general government and other expenditures not accounted for in other funds. The General Fund is primarily supported by local and state-shared taxes.

### *General Fund Revenue*

The majority of Town revenue is projected to come from state-shared revenue (50%) and local sales tax (18%). The remainder comes from property tax (7%), building permit fees (2%), franchise fees (3%), charges for services (6%), fines and forfeitures (1%) and other sources (1%).

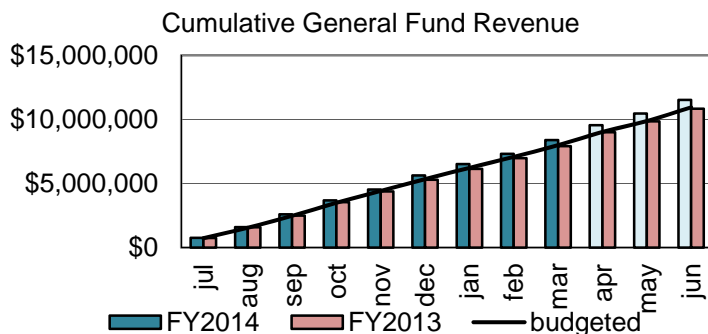
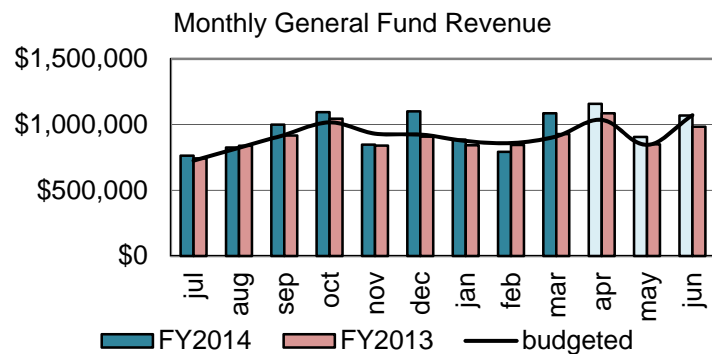


Major revenues supporting the General Fund are discussed above in the Major Revenue section of this report.

General Fund Revenue	monthly projections	current year actual	% variance from projection	% change from prior year	prior year actual
Jul	725,773	763,649	5%	3%	742,843
Aug	822,957	824,631	0%	-2%	839,034
Sep	921,453	999,210	8%	9%	916,847
Oct	1,016,678	1,094,423	8%	5%	1,044,466
Nov	930,771	846,626	-9%	1%	839,751
Dec	923,781	1,100,092	19%	21%	908,227
Jan	874,561	884,419	1%	5%	842,563
Feb	859,048	791,893	-8%	-6%	844,227
Mar	909,550	1,085,312	19%	17%	927,790
YTD total	7,984,572	8,390,255			7,905,748
YTD variance		405,683	5%	6%	484,507
<b>Annual totals</b>	<b>budget</b>	<b>forecast (trend)</b>	<b>projected variance</b>		<b>prior year actual</b>
	10,936,762	11,522,304	585,542	5%	10,824,999

Note: Excludes transfers

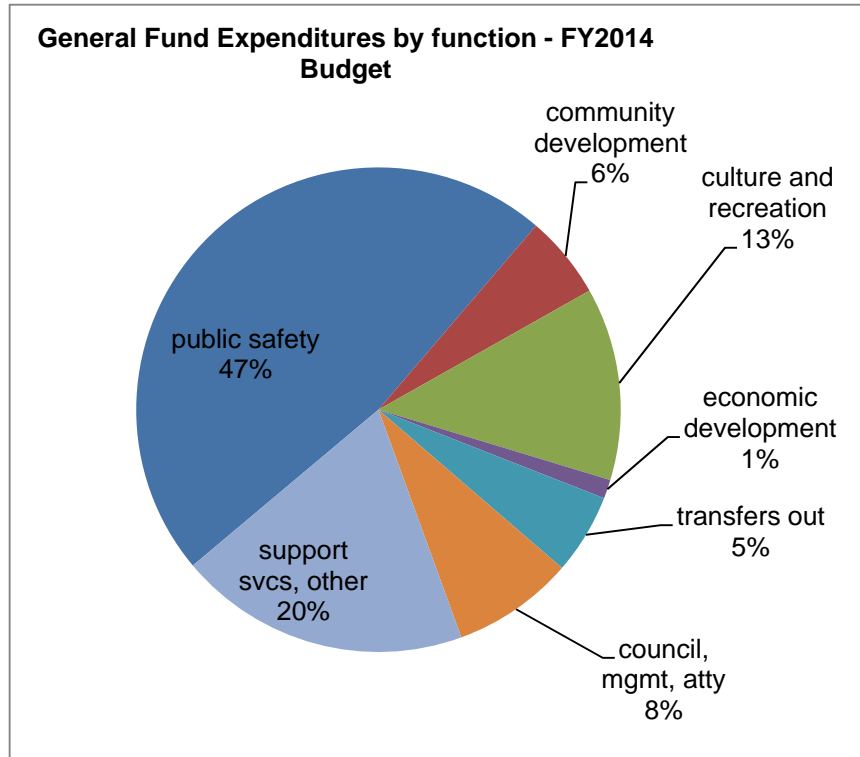
- The annual budget projected General Fund revenue in the amount of \$10,936,762.
- As of 3/31/14, the total collected is \$8,390,255. This is \$405,683 or 5% greater than the projected amount.
- Current year revenue is \$484,507 or 6% greater than the prior year.
- Based on the trend in the first nine months, General Fund revenue could reach \$11,522,304, which would be \$585,542 or 5% greater than the budgeted amount of \$10,936,762.



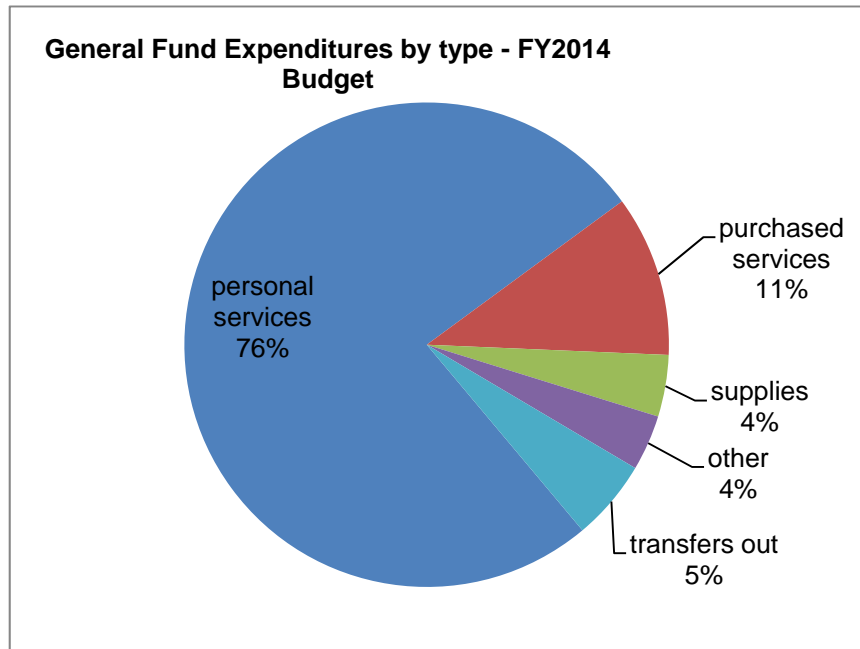
<i>General Fund Revenue</i>	budget	current year actual	% received	prior year actual	% change from prior year	\$ change
<b><u>taxes</u></b>						
sales tax	\$ 2,200,000	1,771,806	81%	1,727,032	3%	44,774
property tax	814,526	518,896	64%	528,451	-2%	(9,555)
<b>total taxes</b>	<b>3,014,526</b>	<b>2,290,702</b>	<b>76%</b>	<b>2,255,483</b>	<b>2%</b>	<b>35,219</b>
<b><u>licenses and permits</u></b>						
building permit fee	245,000	297,668	121%	235,073	27%	62,595
other licenses/permits	39,000	42,858	110%	41,272	4%	1,586
<b>total licenses/permits</b>	<b>284,000</b>	<b>340,526</b>	<b>120%</b>	<b>276,345</b>	<b>23%</b>	<b>64,181</b>
<b><u>franchise fees</u></b>						
APS franchise fee	267,000	211,484	79%	202,585	4%	8,899
other franchise fees	153,180	145,071	95%	89,730	62%	55,341
<b>total franchise fees</b>	<b>420,180</b>	<b>356,555</b>	<b>85%</b>	<b>292,315</b>	<b>22%</b>	<b>64,240</b>
<b><u>intergovernmental</u></b>						
state-shared sales tax	2,206,504	1,643,004	74%	1,537,058	7%	105,946
state-shared income tax	2,848,922	2,134,324	75%	1,956,336	9%	177,988
vehicle license tax	1,119,567	873,879	78%	817,932	7%	55,947
<b>total intergovernmental</b>	<b>6,174,993</b>	<b>4,651,207</b>	<b>75%</b>	<b>4,311,326</b>	<b>8%</b>	<b>339,881</b>
<b><u>charges for services</u></b>	<b>765,338</b>	<b>400,961</b>	<b>52%</b>	<b>547,373</b>	<b>-27%</b>	<b>(146,412)</b>
<b><u>finances and forfeitures</u></b>	<b>180,410</b>	<b>150,027</b>	<b>83%</b>	<b>125,323</b>	<b>20%</b>	<b>24,704</b>
<b><u>other revenues</u></b>	<b>97,315</b>	<b>200,277</b>	<b>206%</b>	<b>97,583</b>	<b>105%</b>	<b>102,694</b>
<b><u>transfers in</u></b>	<b>1,507,137</b>	<b>1,561,860</b>	<b>104%</b>	<b>786,856</b>	<b>98%</b>	<b>775,004</b>
<b>total</b>	<b>\$ 12,443,899</b>	<b>\$ 9,952,115</b>	<b>80%</b>	<b>\$ 8,692,604</b>	<b>14%</b>	<b>\$ 1,259,511</b>

**General Fund Expenditures**

The General Fund accounts for the majority of the Town’s services including, public safety – police and fire/EMS services; culture and recreation – parks maintenance, recreation programs, fitness center, aquatics, special events, senior center and library services; community development; and general government – elected officials, administration, town attorney, courts, finance, information technology and human resources.



By function, expenditures for public safety make up nearly half of the total budget in the General Fund at 47%; 28% is for general government; 13% is for culture and recreation; 6% is for community development, which includes planning, zoning and building inspection; and, 1% for economic development. A total of 5% is transferred to other funds.



By type, expenditures for personal services (employee salary and benefits) make up 76% of the total General Fund budget. The rest of the General Fund consists of purchased services (non-employee services) – 11%; supplies – 4%; and other (dues, memberships, training) – 4%.

The following table compares current year-to-date actuals to the budget and prior year amounts by department.

General Fund Expenditures by Department	budget	current year actual	% expended	% change from prior year	prior year actual
town council	\$ 152,324	\$ 78,014	51%	-10%	\$ 86,495
administration	673,404	484,604	72%	17%	415,565
courts	278,448	177,432	64%	7%	165,735
legal services	255,460	204,609	80%	56%	131,546
finance	908,947	611,578	67%	11%	548,960
human resources	214,794	155,058	72%	21%	128,510
community development	561,700	382,268	68%	23%	309,610
police	3,771,703	2,433,252	65%	5%	2,326,068
fire/EMS	2,534,446	1,927,471	76%	20%	1,608,082
information technology	536,365	383,794	72%	9%	352,992
parks and recreation	1,345,340	825,911	61%	2%	808,920
library	367,040	245,067	67%	12%	218,605
engineering	176,435	68,831	39%	-10%	76,781
general government	623,085	367,989	59%	61%	227,874
cemetery	25,550	8,864	35%	-10%	9,807
economic development	167,665	93,145	56%	-30%	133,375
<b>total</b>	<b>\$ 12,592,706</b>	<b>\$ 8,447,887</b>	<b>67%</b>	<b>12%</b>	<b>\$ 7,548,925</b>

- The General Fund budget, excluding transfers, is \$12,592,706. To date, 75% of the way through the fiscal year, \$8,447,887 or 67% has been expended.
- Many of the departments' expenditures are greater than the prior year; however, these differences are expected and budgeted. With one exception, all departments are where they should be with 75% of the fiscal year complete. Overall, the General Fund is at 67% expended.
- Administration expenditures are 17% greater than the prior year. The prior year variance is due to an increase in salary and benefit costs and other expenditures new in this year's budget including the economic development brochure and Town newsletter printing.
- Legal services expenditures are 56% greater than the prior year due to adding a full-time associate attorney position. Also, 80% of the budget is expended because of the additional legal services that were necessary to resolve the firefighter social security issue.
- Finance expenditures are 11% greater than the prior year due to an additional customer service representative position and additional overtime needed to facilitate the transition of the new Finance Director during year-end and audit preparation procedures.
- Human Resources expenditures are 21% greater than the prior year due to operating the first part of the prior year without a Human Resources Director.
- Community Development expenditures are 23% greater than the prior year due to professional services related to the proposed annexation and contracted building inspection used while an employee was out on worker's compensation leave.
- Fire/EMS expenditures are 20% greater than the prior period due to a vacancy in the Fire Chief position in the prior year, the addition of a Fire Marshall/Battalion Chief position,

greater overtime and health insurance costs and timing of the paramedic certification allowance payment.

- Library expenditures 12% greater than the prior year due to position vacancies in the prior year.
- General government expenditures are 61% greater than the prior year because of costs related to the potential annexation and property tax and assessment payments made by the Town on property that was stricken to the Town for non-payment.
- The following tables summarize the General Fund expenditures by function and type.

General Fund Expenditures by Function	budget	current year actual	% expended	% change from prior year	prior year actual
general government	\$ 3,668,377	\$ 2,471,942	67%	20%	\$ 2,067,484
public safety	6,306,149	4,360,723	69%	11%	3,934,150
community development	738,135	451,099	61%	17%	386,391
culture and recreation	1,712,380	1,070,978	63%	4%	1,027,525
economic development	167,665	93,145	56%	-30%	133,375
<b>total</b>	<b>\$ 12,592,706</b>	<b>\$ 8,447,887</b>	<b>67%</b>	<b>12%</b>	<b>\$ 7,548,925</b>

General Fund Expenditures by Type	budget	current year actual	% expended	% change from prior year	prior year actual
salaries and benefits	\$ 10,118,661	\$ 6,969,427	69%	14%	\$ 6,119,454
purchased services	1,431,587	882,667	62%	14%	773,508
supplies	548,691	376,745	69%	-20%	471,598
other	493,767	219,048	44%	19%	184,365
<b>total</b>	<b>\$ 12,592,706</b>	<b>\$ 8,447,887</b>	<b>67%</b>	<b>12%</b>	<b>\$ 7,548,925</b>

### Highway User Revenue Fund

The Highway User Revenue Fund (HURF) accounts for operation, maintenance and capital expenditures of Town streets and highways (public works). HURF is primarily supported by state-shared highway user revenue and transportation excise tax received from Pinal County. These revenues must be used on street and highway expenditures.

#### Revenue

HURF Revenue	budget	current year actual	% received	% change from prior year	prior year actual
highway user revenue	\$ 1,659,987	\$ 1,174,461	71%	3%	\$ 1,142,960
transportation excise tax	915,000	732,460	80%	8%	679,032
other revenues	17,000	41,412	244%	15%	35,968
transfers in	9,750	-	0%		-
<b>total</b>	<b>\$ 2,601,737</b>	<b>\$ 1,948,333</b>	<b>75%</b>	<b>5%</b>	<b>\$ 1,857,960</b>

- Highway user revenue is near expectations with 71% of the budgeted amount received and is 3% greater than the prior year.
- Transportation excise tax revenues are meeting expectations with 80% budgeted amount received and is 8% ahead of the prior year.
- Overall, highway user revenue fund revenue is meeting budget expectations and is 5% greater than the prior year.
- Highway user revenue and transportation excise tax are discussed in more detail in the major revenue section above.

### *Expenditures*

<i>HURF Expenditures</i>	budget	current year actual	% expended	% change from prior year	prior year actual
personal services	\$ 1,272,506	\$ 812,575	64%	-6%	\$ 865,357
purchased services	251,200	178,323	71%	3%	172,541
supplies	423,400	156,536	37%	2%	153,933
capital outlay	4,525,000	129,948	3%	3%	126,551
other	5,080	1,895	37%	329%	442
<b>total</b>	<b>\$ 6,477,186</b>	<b>\$ 1,279,277</b>	<b>20%</b>	<b>-3%</b>	<b>\$ 1,318,824</b>

- Only 20% of the budget is expended because capital outlay, the largest component of expenditures, is only 3% complete.

<i>HURF Capital Outlay Expenditures</i>	budget	current year actual	% expended
<b>equipment:</b>			
backhoe attachments	\$ 25,000	\$ -	0%
<b>streets and highways:</b>			
Phase 1&2 curb, gutter, pavement, storm drainage	1,600,000	-	0%
Florence Gardens phase 4 curb, gutter, pavement, storm drainage	40,000	-	0%
State Highways 79B and 287 intersection improvements	250,000	46,469	19%
Diversion Dam Road improvements from Hwy 79 to Bowling Road	1,575,000	24,672	2%
Street signalization	150,000	12,882	9%
Felix Road milling and paving from Hiller to Heritage	450,000	-	0%
Pinal Street drainage improvements from Butte to Ruggles	125,000	-	0%
Hunt Highway overlay to County line	110,000	45,925	42%
Butte Avenue pavement sealing from Hwy 79A to Diffin Road	175,000	-	0%
Stormwater master plan	25,000	-	0%
<b>total streets and highways</b>	<b>4,500,000</b>	<b>129,948</b>	<b>3%</b>
<b>total</b>	<b>\$ 4,525,000</b>	<b>\$ 129,948</b>	<b>3%</b>



## Capital Improvement Fund

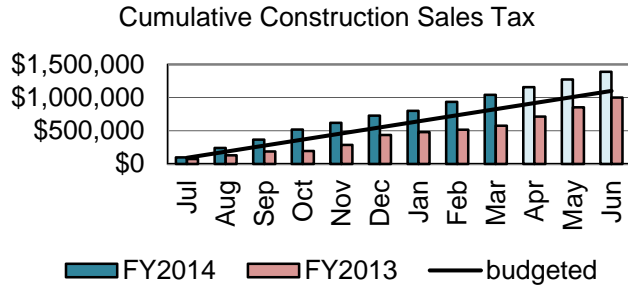
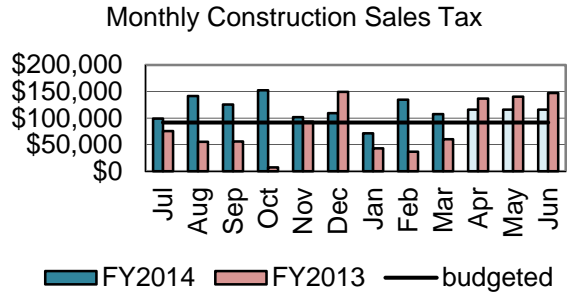
The Capital Improvement Fund (CIP) accounts for many of the Town capital projects including buildings and building improvements, park improvements, land acquisitions and equipment. Expenditures not included in the Capital Improvement Fund are those related to streets and highways, which are accounted for in the Highway User Revenue Fund. The Capital Improvement Fund is primarily supported by construction-related sales tax.

### Revenue

<i>CIP Fund Revenue</i>	budget	current year actual	% received	% change from prior year	prior year actual
private construction tax	\$ 1,100,000	\$ 1,042,427	95%	81%	\$ 576,364
other revenues	80,000	37,290	47%	-1%	37,740
<b>total</b>	<b>\$ 1,180,000</b>	<b>\$ 1,079,717</b>	<b>92%</b>	<b>76%</b>	<b>\$ 614,104</b>

<i>Private Construction Sales Tax</i>	monthly projections	current year actual	% variance from projection	% change from prior year	prior year actual
Jul	91,667	99,011	8%	31%	75,460
Aug	91,667	141,373	54%	155%	55,345
Sep	91,667	125,508	37%	124%	55,999
Oct	91,667	152,369	66%	2038%	7,126
Nov	91,667	101,586	11%	9%	93,389
Dec	91,667	109,348	19%	-27%	149,281
Jan	91,667	71,434	-22%	66%	42,910
Feb	91,667	134,440	47%	267%	36,591
Mar	91,667	107,358	17%	78%	60,263
YTD total	825,003	1,042,427			576,364
YTD variance		217,424	26%	81%	466,063
<i>Annual totals</i>	budget	forecast (trend)	projected variance		prior year actual
	1,100,000	1,389,903	289,903	26%	1,000,661

- Private construction sales tax is exceeding expectations with 95% of the budgeted amount received.
- As of 3/31/14, the total collected is \$1,042,427, which is \$217,427 or 26% greater than the projected amount and \$466,063 or 81% greater than the prior year.
- Based on the trend in the first nine months, private construction sales tax could reach \$1,389,903 which would be \$289,903 or 26% greater than the budgeted amount of \$1,100,000.



**Expenditures**

- As illustrated in the table below, nearly half of the capital improvement projects are complete with 46% or \$2,334,238 of the \$5,087,412 budget expended.

Capital Improvements Project Fund Expenditures	budget	current year actual	% expended
<i>Police</i>			
security camera system upgrade	35,000	20,255	58%
Anthem substation FFE	15,000	230	2%
	<b>50,000</b>	<b>20,485</b>	41%
<i>Fire/EMS</i>			
heart monitors/defibrilator replacements	100,000	99,845	100%
patient care reporting system	35,000	33,664	96%
SCBAs/turnouts	73,509	23,976	33%
voice amplifiers	35,000	-	0%
Anthem substation FFE	15,000	6,836	46%
firetruck	1,151,553	1,173,071	102%
	<b>1,410,062</b>	<b>1,337,392</b>	95%

<i>Capital Improvements Project Fund Expenditures</i>	<i>budget</i>	<i>current year actual</i>	<i>% expended</i>
<i>Parks and Recreation</i>			
parks - 3 barbecue and 5 water closets for parks	4,500	-	0%
Aero Modeler Park improvements	6,000	-	0%
Bailey Street Community Park improvements	-	-	
downtown park improvements	-	-	
mower	9,000	-	0%
bunker rake	12,000	-	0%
ATV	8,000	-	0%
scoreboards for ball parks	44,000	-	0%
Main Street playground equipment	125,000	120,525	96%
Padilla Park improvements	350,000	-	0%
softball field #3 lighting	100,000	-	0%
land acquisition	-	-	
	<b>658,500</b>	<b>120,525</b>	18%
<i>Public Works</i>			
tractor	30,000	-	0%
crosswalk improvements	240,000	172,870	72%
neighborhood lighting project	500,000	-	0%
	<b>770,000</b>	<b>172,870</b>	22%
<i>General Government</i>			
computers and printers	67,600	37,648	56%
council meeting agenda system	-	7,550	
utility acquisition	-	117,406	
wireless interconnection redundancy upgrade	157,650	36,472	23%
	<b>225,250</b>	<b>199,076</b>	88%
<i>Facilities</i>			
Town Hall - paint exterior	21,700	19,500	90%
land acquisition	500,000	194,684	39%
Territory Square CLOMR/LOMR and site work	600,000	90,954	15%
Police Station improvements	248,500	23,449	9%
Fire Station - patch bay floors	6,000	-	0%
Public Works building improvements	30,000	-	0%
Fitness Center - replace 3 HVAC units	24,000	-	0%
Heritage Park - new roof	5,000	573	11%
Heritage Park - concession area cooler	1,200	209	17%
Senior Center - replace 2 HVAC units	18,000	-	0%
Senior Center - repair restroom floors and sinks	9,200	-	0%
Town facilities maintenance	100,000	-	0%
Fire Station, Fitness Center, Silver King Marketplace - roof repair	52,300	22,882	44%
Town Hall - HVAC rebalancing	15,000	-	0%
Town Hall - administration conference room expansion	16,200	14,884	92%
Roadway for fueling facility	-	3,300	
Brunekant stabilization, rehabilitation	250,000	113,455	45%
	<b>1,897,100</b>	<b>483,890</b>	26%

<i>Capital Improvements Project Fund Expenditures</i>	budget	current year actual	% expended
<i>Fleet</i>			
4 floor jacks	8,000	-	0%
2 battery chargers	2,000	-	0%
AC recovery/recycling/recharge system	12,000	-	0%
all-including diagnostics system	23,500	-	0%
heavy-duty transmission fluid system	19,000	-	0%
coolant recovery system	5,500	-	0%
lift jack	6,500	-	0%
	<b>76,500</b>	-	0%
<b>total</b>	<b>\$ 5,087,412</b>	<b>\$ 2,334,238</b>	<b>46%</b>

## Water Utility Fund

The Water Utility Fund accounts for water utility operations, maintenance and capital projects and is primarily supported by water utility usage fees.

### Revenue

<i>Water Utility Revenue</i>	budget	current year actual	% received	% change from prior year	prior year actual
water utility fees	\$ 2,942,100	\$ 1,964,149	67%	2%	\$ 1,934,036
other revenues	20,000	45,448	227%	23%	37,077
<b>total</b>	<b>\$ 2,962,100</b>	<b>\$ 2,009,597</b>	<b>68%</b>	<b>2%</b>	<b>\$ 1,971,113</b>

- Current actual collected is 68% of the budgeted revenue amount is received and is 2% greater than the prior year.

### Expenditures

<i>Water Utility Expenditures</i>	budget	current year actual	% expended	% change from prior year	prior year actual
personal services	\$ 491,400	\$ 285,267	58%	23%	\$ 231,683
purchased services	586,250	213,416	36%	-17%	257,210
supplies	146,900	65,738	45%	4%	63,486
capital outlay	4,836,000	62,158	1%	918%	6,108
other	450,053	80,134	18%	23%	65,352
<b>total</b>	<b>\$ 6,510,603</b>	<b>\$ 706,713</b>	<b>11%</b>	<b>13%</b>	<b>\$ 623,839</b>

- Personal services are 23% more than the prior year due to the filling of vacant positions and filling of the new Utility Director and Customer Service Rep positions.

<i>Water Utility Capital Outlay Expenditures</i>	budget	current year actual	% expended
new well in North Florence	\$ 45,000	\$ -	0%
relocation of water line at INS Admin Building	110,000	-	0%
water storage tank at Florence Gardens	1,400,000	43,488	3%
fire hydrant replacements	60,000	7,659	13%
replace well #3	235,000	-	0%
water valve replacements	105,000	8,419	8%
water line replacement on Main Street	92,000	-	0%
4" and under water line replacements in various locations	400,000	-	0%
fire hydrant system replacement in downtown	35,000	-	0%
water line replacement from Main Street to Centennial and 20th Street to high school	438,000	-	0%
loop system to storage tank for North Florence main supply	105,000	-	0%
water line extension from well #5 to well # 4 along Willow	918,000	-	0%
water line from well #3 and well #4 supply site to Bowling Road	70,000	-	0%
water line extension from Butte to Ruggles with loop to Granite VFDs on booster pumps	783,000	2,592	0%
40,000	-	0%	
<b>total</b>	<b>\$ 4,836,000</b>	<b>\$ 62,158</b>	<b>1%</b>

## Wastewater Utility Fund

The Wastewater Utility Fund accounts for wastewater (sewer) utility operations, maintenance and capital projects and is primarily supported by wastewater utility usage fees.

### Revenue

<i>Wastewater Utility Revenue</i>	budget	current year actual	% received	% change from prior year	prior year actual
wastewater fees	\$ 3,751,652	\$ 2,540,434	68%	5%	\$ 2,428,584
loan proceeds	870,000	-	0%	0%	-
other revenues	70,000	59,373	85%	83%	32,527
<b>total</b>	<b>\$ 4,691,652</b>	<b>\$ 2,599,807</b>	<b>55%</b>	<b>6%</b>	<b>\$ 2,461,111</b>

- Current actual collected is 55% of the budgeted revenue amount is received and is 6% greater than the prior year.

**Expenditures**

<i>Wastewater Utility Expenditures</i>	budget	current year actual	% expended	% change from prior year	prior year actual
personal services	\$ 616,000	\$ 387,404	63%	68%	\$ 230,353
purchased services	1,021,110	538,432	53%	0%	537,485
supplies	179,100	89,003	50%	0%	89,334
capital outlay	2,314,500	2,900	0%	1795%	153
other	29,600	7,813	26%	-26%	10,620
debt service	620,562	512,458	83%	1%	504,939
<b>total</b>	<b>\$ 4,780,872</b>	<b>\$ 1,538,010</b>	<b>32%</b>	<b>12%</b>	<b>\$ 1,372,884</b>

- Personal services expenditures are 68% greater than the prior year due to the filling of vacant positions and filling of the new Utility Director and Customer Service Rep positions.

<i>Wastewater Utility Capital Outlay Expenditures</i>	budget	current year actual	% expended
sewer main extension and replacement as needed	\$ 400,000	-	0%
Florence wastewater treatment plant (WWTP) expansion	525,000	-	0%
18" sewer bore across SH79 at Hunt Highway	100,000	-	0%
sewer line extension to expand North Florence WWTP capacity	30,000	-	0%
polishing lagoons and berm reconstruction at WWTP	214,000	-	0%
office lab space at WWTP	288,000	-	0%
office space renovation at WWTP	57,500	-	0%
expand effluent discharge system	700,000	2,900	0%
<b>total</b>	<b>\$ 2,314,500</b>	<b>\$ 2,900</b>	<b>0%</b>

## Sanitation Utility Fund

The Sanitation Utility Fund accounts for sanitation utility operations, maintenance and capital projects and is primarily supported by sanitation utility usage fees.

### *Sanitation Utility Fund Revenue*

<i>Sanitation Revenue</i>	budget	current year actual	% received	% change	prior year actual
sanitation fees	\$ 669,090	\$ 510,007	76%	-41%	\$ 862,538
other revenues	314,000	34,118	11%	63%	20,922
<b>total</b>	<b>\$ 983,090</b>	<b>\$ 544,125</b>	<b>55%</b>	<b>-38%</b>	<b>\$ 883,460</b>

- Sanitation utility fee revenue is meeting expectations with 55% received.
- However, fees are 38% lower than the prior year due to a reduction in the fee amount with the switch to contracted trash pickup services.

### *Sanitation Utility Fund Expenditures*

<i>Sanitation Expenditures</i>	budget	current year actual	% expended	% change	prior year actual
personal services	\$ 96,900	\$ 74,325	77%	-65%	\$ 213,400
purchased services	660,695	461,310	70%	185%	162,123
supplies	1,800	3,271	182%	-93%	44,029
<b>total</b>	<b>\$ 759,395</b>	<b>\$ 538,906</b>	<b>71%</b>	<b>28%</b>	<b>\$ 419,552</b>

- Personal services expenditures are 65% lower and purchased services are 185% greater due to the switch to contracted trash pickup services.

## Development Impact Fee Funds

Development Impact Fee Funds account for the various development impact fees the Town collects to offset the impact (increased services/expenditures) of growth from new development. These fees are collected upon the issuance of a building permit for new residential units and new commercial construction.

In order to establish development impact fees, the Town is required by state statute to complete land use assumptions and an infrastructure improvement plan upon which to base the impact fees for each service facility.

Currently, the Town collects development impact fees for police, fire/ems, transportation, parks and open space, water and sewer. Development impact fees used to be collected for general government and sanitation until Jan. 1, 2012, when the state legislature passed a bill prohibiting the collection of such fees.

The following table summarizes the collection, use and balances of these impact fees.

<i>Summary of Collection and Use of Development Impact Fees</i>	General Government		Police		Fire/EMS	
	budget	actual	budget	actual	budget	actual
<b>Sources</b>						
Development Fees Collected	\$ -	\$ -	\$ 146,798	\$ 89,996	\$ 199,778	\$ 102,018
Interest Earnings	2,000	4,766	100	1,319	2,000	2,860
Loan Proceeds	-	-	-	-	-	-
Transfers In	-	-	-	-	1,444,827	1,444,827
<b>Total Sources</b>	<b>2,000</b>	<b>4,766</b>	<b>146,898</b>	<b>91,315</b>	<b>1,646,605</b>	<b>1,549,705</b>
<b>Uses</b>						
Capital Improvement Projects - DIF funded	-	-	127,300	103,683	3,019,244	2,976,101
Debt Service	-	-	-	-	-	-
Professional Services - DIF Revisions	-	233	-	233	-	233
Professional Services - CIP-related	-	-	-	-	-	-
Transfers Out	-	-	149,078	149,078	-	-
<b>Total Uses</b>	<b>-</b>	<b>233</b>	<b>276,378</b>	<b>252,994</b>	<b>3,019,244</b>	<b>2,976,334</b>
<b>Net Increase (Decrease)</b>	<b>2,000</b>	<b>4,533</b>	<b>(129,480)</b>	<b>(161,679)</b>	<b>(1,372,639)</b>	<b>(1,426,629)</b>
<b>Beginning Balance - July 1, 2013</b>	<b>1,218,975</b>	<b>1,218,975</b>	<b>357,397</b>	<b>357,397</b>	<b>1,807,744</b>	<b>1,807,744</b>
<b>Ending Balance - December 31, 2013</b>	<b>\$ 1,220,975</b>	<b>\$ 1,223,508</b>	<b>\$ 227,917</b>	<b>\$ 195,718</b>	<b>\$ 435,105</b>	<b>\$ 381,115</b>



Summary of Collection and Use of Development Impact Fees	Transportation		Parks/Open Space		Library	
	budget	actual	budget	actual	budget	actual
<b>Sources</b>						
Development Fees Collected	\$ 268,403	\$ 72,089	\$ 227,960	\$ 56,265	\$ 20,806	\$ 10,556
Interest Earnings	1,000	2,845	2,000	4,975	1,000	3,130
Loan Proceeds	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-
<b>Total Sources</b>	<b>269,403</b>	<b>74,934</b>	<b>229,960</b>	<b>61,240</b>	<b>21,806</b>	<b>13,686</b>
<b>Uses</b>						
Capital Improvement Projects - DIF funded	-	-	1,181,677	-	-	-
Debt Service	-	-	-	-	-	-
Professional Services - DIF Revisions	-	233	-	233	-	233
Professional Services - CIP-related	846,747	-	-	-	500,000	-
Transfers Out	-	-	-	-	-	-
<b>Total Uses</b>	<b>846,747</b>	<b>233</b>	<b>1,181,677</b>	<b>233</b>	<b>500,000</b>	<b>233</b>
<b>Net Increase (Decrease)</b>	<b>(577,344)</b>	<b>74,701</b>	<b>(951,717)</b>	<b>61,007</b>	<b>(478,194)</b>	<b>13,453</b>
<b>Beginning Balance - July 1, 2013</b>	<b>674,359</b>	<b>674,359</b>	<b>1,224,805</b>	<b>1,224,805</b>	<b>798,998</b>	<b>798,998</b>
<b>Ending Balance - December 31, 2013</b>	<b>\$ 97,015</b>	<b>\$ 749,060</b>	<b>\$ 273,088</b>	<b>\$ 1,285,812</b>	<b>\$ 320,804</b>	<b>\$ 812,451</b>

Summary of Collection and Use of Development Impact Fees	Water		Sewer		Sanitation	
	budget	actual	budget	actual	budget	actual
<b>Sources</b>						
Development Fees Collected	\$ 7,920	\$ -	\$ 8,560	\$ -	\$ -	\$ -
Interest Earnings	-	279	1,000	1,060	-	179
Loan Proceeds	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-
<b>Total Sources</b>	<b>7,920</b>	<b>279</b>	<b>9,560</b>	<b>1,060</b>	<b>-</b>	<b>179</b>
<b>Uses</b>						
Capital Improvement Projects - DIF funded	-	-	-	-	43,675	-
Debt Service	-	-	-	-	-	-
Professional Services - DIF Revisions	-	233	-	233	-	-
Professional Services - CIP-related	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-
<b>Total Uses</b>	<b>-</b>	<b>233</b>	<b>-</b>	<b>233</b>	<b>43,675</b>	<b>-</b>
<b>Net Increase (Decrease)</b>	<b>7,920</b>	<b>46</b>	<b>9,560</b>	<b>827</b>	<b>(43,675)</b>	<b>179</b>
<b>Beginning Balance - July 1, 2013</b>	<b>111,196</b>	<b>111,196</b>	<b>359,426</b>	<b>359,426</b>	<b>45,751</b>	<b>45,751</b>
<b>Ending Balance - December 31, 2013</b>	<b>\$ 119,116</b>	<b>\$ 111,242</b>	<b>\$ 368,986</b>	<b>\$ 360,253</b>	<b>\$ 2,076</b>	<b>\$ 45,930</b>

Summary of Collection and Use of Development Impact Fees	North Florence Water		North Florence Sewer	
	budget	actual	budget	actual
<b>Sources</b>				
Development Fees Collected	\$ -	\$ -	\$ -	\$ -
Interest Earnings	15	525	-	44
Loan Proceeds	-	-	-	-
Transfers In	-	-	-	-
Total Sources	15	525	-	44
<b>Uses</b>				
Capital Improvement Projects - DIF funded	-	-	-	-
Debt Service	-	-	-	-
Professional Services - DIF Revisions	-	233	-	-
Professional Services - CIP-related	-	-	-	-
Transfers Out	-	-	-	-
Total Uses	-	233	-	-
<b>Net Increase (Decrease)</b>	15	292	-	44
<b>Beginning Balance - July 1, 2013</b>	9,637	9,637	12,297	12,297
<b>Ending Balance - December 31, 2013</b>	\$ 9,652	\$ 9,929	\$ 12,297	\$ 12,341

## Fund Summaries

In addition to the discussion above regarding major funds, the following table summarizes all Town funds, as well as displaying the beginning and ending fund balances for the funds.

	budget	current year actual	% received/ expended	% change from prior year	prior year actual
<b>General Fund</b>					
beginning fund balance	\$ 11,253,437	\$ 11,253,437			
revenue	12,443,899	9,952,115	80%	14%	\$ 8,692,604
expenditures	12,592,706	8,453,621	67%	-30%	12,134,772
ending fund balance	\$ 11,104,630	\$ 12,751,931			
<b>Capital Improvements Fund</b>					
beginning fund balance	\$ 10,847,831	\$ 10,847,831			
revenue	1,180,000	1,079,717	92%	76%	614,104
expenditures	7,447,075	2,357,162	32%	127%	1,037,290
ending fund balance	\$ 4,580,756	\$ 9,570,386			
<b>Highway User Revenue Fund</b>					
beginning fund balance	\$ 6,542,995	\$ 6,542,995			
revenue	2,601,737	1,948,333	75%	5%	1,857,960
expenditures	6,477,186	1,592,954	25%	3%	1,551,258
ending fund balance	\$ 2,667,546	\$ 6,898,374			

	budget	current year actual	% received/ expended	% change from prior year	prior year actual
<b>Construction Tax Fund</b>					
beginning fund balance	\$ 3,388,187	\$ 3,388,187			
revenue	190,000	88,465	47%	-10%	98,537
expenditures	-	-		-100%	260,913
ending fund balance	\$ 3,578,187	\$ 3,476,652			
<b>Food Tax Fund</b>					
beginning fund balance	\$ 1,590,293	\$ 1,590,293			
revenue	230,000	194,144	84%	13%	171,243
expenditures	-	-			-
ending fund balance	\$ 1,820,293	\$ 1,784,437			
<b>Debt Service Fund</b>					
beginning fund balance	\$ 69,748	\$ 69,748			
revenue	359,663	69,748	19%		-
expenditures	359,663	69,748	19%	0%	69,748
ending fund balance	\$ 69,748	\$ 69,748			
<b>Economic Development Capital Projects Fund</b>					
beginning fund balance	\$ 442,650	\$ 442,650			
revenue	5,000	1,748	35%	-100%	444,856
expenditures	444,856	2,173	0%		-
ending fund balance	\$ 2,794	\$ 442,225			
<b>Water Utility Fund</b>					
beginning funds available	\$ 7,319,515	\$ 7,319,515			
revenue	2,962,100	2,009,597	68%	2%	1,971,113
expenditures	6,510,603	1,361,948	21%	52%	894,442
ending funds available	\$ 3,771,012	\$ 7,967,164			
<b>Wastewater Utility Fund</b>					
beginning funds available	\$ 5,540,788	\$ 5,540,788			
revenue	4,691,652	2,599,807	55%	6%	2,461,111
expenditures	4,780,872	2,092,672	44%	31%	1,601,700
ending funds available	\$ 5,451,568	\$ 6,047,923			
<b>Sanitation Utility Fund</b>					
beginning funds available	\$ 1,354,064	\$ 1,354,064			
revenue	983,090	544,125	55%	-38%	883,460
expenditures	759,395	577,192	76%	22%	472,742
ending funds available	\$ 1,577,759	\$ 1,320,997			

	budget	current year actual	% received/ expended	% change from prior year	prior year actual
<b>Grant Funds</b>					
beginning fund balances	\$ 89,637	\$ 88,846			
revenue	1,442,850	388,319	27%		
expenditures	1,506,392	620,089	41%		
ending fund balances	\$ 26,095	\$ (142,924)			
<b>Other Special Revenue Funds</b>					
beginning fund balances	\$ 276,533	\$ 276,533			
revenue	122,685	89,479	73%	14%	78,333
expenditures	148,136	89,094	60%	-5%	93,581
ending fund balances	\$ 251,082	\$ 276,918			
<b>Streetlight Improvement District Funds</b>					
beginning fund balances	\$ 825,104	\$ 825,104			
revenue	1,250	3,221	258%	56%	2,059
expenditures	69,500	34,844	50%	4%	33,458
ending fund balances	\$ 756,854	\$ 793,481			
<b>Development Impact Fee Funds</b>					
beginning fund balances	\$ 6,620,585	\$ 6,620,585			
revenue	2,334,167	1,797,733	77%		
expenditures	5,867,721	3,230,959	55%		
ending fund balances	\$ 3,087,031	\$ 5,187,359			
<b>Fleet Services Fund</b>					
beginning funds available	\$ -	\$ -			
revenue	671,228	405,214	60%		
expenditures	671,228	405,214	60%		
ending funds available	\$ -	\$ -			
<b>Facility Services Fund</b>					
beginning funds available	\$ -	\$ -			
revenue	436,745	235,754	54%		
expenditures	435,745	235,754	54%		
ending funds available	\$ 1,000	\$ -			
<b>Firefighter Pension Fund</b>					
beginning fund balance	\$ 14,780	\$ 14,780			
revenue	30,000	17,733	59%	-15%	20,848
expenditures	10,500	14,211	135%	128%	6,236
ending fund balance	\$ 34,280	\$ 18,302			

- The total of Grants fund balances is currently a negative fund balance because revenue has yet to be received from the granting agencies.

	budget	current year actual	% received/ expended	% change from prior year	prior year actual
<b>All Town Funds</b>					
beginning fund balances	\$ 56,176,147	\$ 56,175,356			
revenue	30,686,066	21,425,252	70%	24%	17,296,228
expenditures	48,081,578	21,137,635	44%	16%	18,156,140
ending fund balances	\$ 38,780,635	\$ 56,462,973			
<b>Community Facilities District #1</b>					
beginning fund balances	\$ 3,697,454	\$ 2,934,675			
revenue	1,613,774	1,595,898	99%	-13%	1,831,593
expenditures	3,728,284	2,494,373	67%	103%	1,226,369
ending fund balances	\$ 1,582,944	\$ 2,036,200			
<b>Community Facilities District #2</b>					
beginning fund balances	\$ 1,942,903	\$ 1,551,357			
revenue	3,155,455	2,992,501	95%	185%	1,050,835
expenditures	3,875,860	1,728,686	45%	111%	818,160
ending fund balances	\$ 1,222,498	\$ 2,815,172			

This report was prepared by the Town’s Finance Department. Please feel free to contact [finance@florenceaz.gov](mailto:finance@florenceaz.gov) with any questions.



## Community Facilities District No. 1 ACTION FORM

### AGENDA ITEM 8a.

**MEETING DATE:** June 2, 2014

**DEPARTMENT:** Finance

**STAFF PRESENTER:** Mike Farina, District Treasurer

**SUBJECT:** Resolution No. MRCFD1 126-14: Early Payoff of  
Special Assessment Lien Bonds

- Action  
 Information Only  
 Public Hearing  
 Resolution  
 Ordinance  
     Regulatory  
     1<sup>st</sup> Reading  
     2<sup>nd</sup> Reading  
 Other

#### RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. MRCFD1 126-14.

#### BACKGROUND/DISCUSSION:

Special assessment lien bonds have been issued to pay for the public improvements that have completed within the community facility district. The bonds are repaid through a \$3,500 special assessment that is tied to each lot within each district. The bonds have a 25 year repayment term; and likewise, each \$3,500 special assessment is on a 25 year repayment amortization schedule, as well; however, property owners may choose to pay all or part of their special assessment prior to the end of the 25 year term to save on the cost of interest.

The bond documents allow the District to prepay the bonds in whole or in part on any interest payment date. Therefore, because certain property owners have prepaid their special assessment, the District must prepay the bonds to avoid accruing additional interest for which there is no longer interest being received from those individual special assessments that were prepaid.

#### FINANCIAL IMPACT:

Prepayment of bond principal based on prepayment of special assessments is necessary to cease the accrual of bond interest. The amount of the prepayment of bond principal in each area is as follows:

- Assessment Area 1 - \$359,000
- Assessment Area 2 - \$31,000
- Assessment Area 3 - \$11,000

#### STAFF RECOMMENDATION:

Staff recommends a motion to adopt Resolution No. MRCFD1 126-14.

#### ATTACHMENTS:

Resolution No. MRCFD1 126-14

Subject: Resolution No. MRCFD1 126-14

Page 1 of 1

Meeting Date: June 2, 2014

RESOLUTION NO. MRCFD1 126-14

(MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1)

A RESOLUTION OF THE DISTRICT BOARD OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 EXERCISING THE OPTION TO REDEEM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (FLORENCE, ARIZONA) SPECIAL ASSESSMENT LIEN BONDS (CURRENT AND FUTURE ASSESSMENT AREAS) AND DELEGATING CERTAIN MATTERS WITH RESPECT THERETO TO THE DISTRICT TREASURER OF THE DISTRICT

BE IT RESOLVED BY THE DISTRICT BOARD OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 as follows:

1. Findings.

a. Various series of Merrill Ranch Community Facilities District No. 1 (Florence, Arizona) Special Assessment Lien Bonds (Current and Future Assessment Areas) (the "Bonds") have been or will be issued by Merrill Ranch Community Facilities District No. 1 (the "District") pursuant to indentures of trust and security agreements in substantially the form of the one dated, dated as of May 1, 2006 (the "Form of Indenture") from the District to Wells Fargo Bank, N.A., as trustee (the "Trustee").

b. Section 4.03 of the Form of Indenture requires and will require that the exercise by the District of its option to redeem any Bonds shall be evidenced by a Board Resolution (as defined in the Form of Indenture), and, in case of any redemption at the election of the District of less than all of the outstanding Bonds the District shall, at least sixty (60) days prior to the redemption date (unless a shorter notice shall be satisfactory to the Trustee), notify

the Trustee in writing of such redemption date and of the stated maturities and principal amounts of Bonds to be redeemed.

c. This Resolution constitutes and will constitute a Board Resolution as described above.

2. Redemption. The District Treasurer is hereby authorized to determine on behalf of the District amounts received as payments with respect to assessments which secure the Bonds shall be applied to redeem the Bonds and all terms and other matters related to such redemption and to take any and all actions necessary to the furtherance thereof, including causing any notices to occur as required by the Indenture.

3. a. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

b. Ratification. All prior acts of the District Board and of the District Treasurer with respect to all matters concerning this Resolution are hereby ratified and confirmed.

c. Effective Date. This Resolution shall be effective immediately.



PASSED by the District Board of Merrill Ranch Community  
Facilities District No. 1 this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

.....  
Chairperson, District Board, Merrill  
Ranch Community Facilities District  
No. 1


ATTEST:

.....  
District Clerk, Merrill Ranch  
Community Facilities District  
No. 1

APPROVED AS TO FORM:

.....  
District Counsel, Merrill Ranch  
Community Facilities District  
No. 1

\* \* \*

	<b>Community Facilities District No. 2 ACTION FORM</b>	<b><u>AGENDA ITEM</u> 10a.</b>
<b>MEETING DATE:</b> June 2, 2014  <b>DEPARTMENT:</b> Finance  <b>STAFF PRESENTER:</b> Mike Farina, District Treasurer  <b>SUBJECT:</b> Resolution No. MRCFD2 226-14: Early Payoff of Special Assessment Lien 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"> <li><input type="checkbox"/> Regulatory</li> <li><input type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input type="checkbox"/> Other

**RECOMMENDED MOTION/ACTION:**

Motion to adopt Resolution No. MRCFD2 226-14.

**BACKGROUND/DISCUSSION:**

Special assessment lien bonds have been issued to pay for the public improvements that have completed within the community facility district. The bonds are repaid through a \$3,500 special assessment that is tied to each lot within each district. The bonds have a 25 year repayment term; and likewise, each \$3,500 special assessment is on a 25 year repayment amortization schedule, as well; however, property owners may choose to pay all or part of their special assessment prior to the end of the 25 year term to save on the cost of interest.

The bond documents allow the District to prepay the bonds in whole or in part on any interest payment date. Therefore, because certain property owners have prepaid their special assessment, the District must prepay the bonds to avoid accruing additional interest for which there is no longer interest being received from those individual special assessments that were prepaid.

**FINANCIAL IMPACT:**

Prepayment of bond principal based on prepayment of special assessments is necessary to cease the accrual of bond interest. The amount of the prepayment of bond principal in each area is as follows.

- Assessment Area 1 - \$293,000
- Assessment Area 2 - \$3,000
- Assessment Area 3 - \$18,000
- Assessment Area 4 - \$6,000

**STAFF RECOMMENDATION:**

Staff recommends a motion to adopt Resolution No. MRCFD2 226-14.

**ATTACHMENTS:**

Resolution No. MRCFD2 226-14

RESOLUTION NO. MRCFD2 226-14

(MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2)

A RESOLUTION OF THE DISTRICT BOARD OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 EXERCISING THE OPTION TO REDEEM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 (FLORENCE, ARIZONA) SPECIAL ASSESSMENT LIEN BONDS (CURRENT AND FUTURE ASSESSMENT AREAS) AND DELEGATING CERTAIN MATTERS WITH RESPECT THERETO TO THE DISTRICT TREASURER OF THE DISTRICT

BE IT RESOLVED BY THE DISTRICT BOARD OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 as follows:

1. Findings.

a. Various series of Merrill Ranch Community Facilities District No. 2 (Florence, Arizona) Special Assessment Lien Bonds (Current and Future Assessment Areas) (the "Bonds") have been or will be issued by Merrill Ranch Community Facilities District No. 2 (the "District") pursuant to indentures of trust and security agreements in substantially the form of the one dated, dated as of May 1, 2006 (the "Form of Indenture") from the District to Wells Fargo Bank, N.A., as trustee (the "Trustee").

b. Section 4.03 of the Form of Indenture requires and will require that the exercise by the District of its option to redeem any Bonds shall be evidenced by a Board Resolution (as defined in the Form of Indenture), and, in case of any redemption at the election of the District of less than all of the outstanding Bonds the District shall, at least sixty (60) days prior to the redemption date (unless a shorter notice shall be satisfactory to the Trustee), notify

the Trustee in writing of such redemption date and of the stated maturities and principal amounts of Bonds to be redeemed.

c. This Resolution constitutes and will constitute a Board Resolution as described above.

2. Redemption. The District Treasurer is hereby authorized to determine on behalf of the District amounts received as payments with respect to assessments which secure the Bonds shall be applied to redeem the Bonds and all terms and other matters related to such redemption and to take any and all actions necessary to the furtherance thereof, including causing any notices to occur as required by the Indenture.

3. a. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

b. Ratification. All prior acts of the District Board and of the District Treasurer with respect to all matters concerning this Resolution are hereby ratified and confirmed.

c. Effective Date. This Resolution shall be effective immediately.

PASSED by the District Board of Merrill Ranch Community  
Facilities District No. 2 this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

.....  
Chairperson, District Board, Merrill  
Ranch Community Facilities District  
No. 2


ATTEST:

.....  
District Clerk, Merrill Ranch  
Community Facilities District  
No. 2

APPROVED AS TO FORM:

.....  
District Counsel, Merrill Ranch  
Community Facilities District  
No. 2

\* \* \*

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 12a.</b>
<b>MEETING DATE:</b> June 2, 2014  <b>DEPARTMENT:</b> Human Resources  <b>STAFF PRESENTER:</b> Scott Barber, HR Director  <b>SUBJECT:</b> Resolution No. 1444-14: FY 2014-2015 Employee Compensation and Classification Plan		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input checked="" type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Motion to adopt Resolution No. 1444-14: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE TOWN OF FLORENCE FY2014-2015 EMPLOYEE COMPENSATION AND CLASSIFICATION PLANS.

**BACKGROUND/DISCUSSION:**

Each year as part of the fiscal budget consideration and approval process, Council is requested to approve the employee classification and compensation plans for the upcoming year. This includes new position classifications that are included in the budget proposal and the pay ranges assigned to them, and also several position classification title changes. Staff presented recommendations for additional compensation-related actions in a budget study session, but since the recommendations included an implementation date of January 1, 2015, none of those recommendations have been incorporated into the compensation and classification plans at this time. Should the decision be made to move ahead with some or all of those recommendations, they will be brought back later in the year for Council consideration.

**FY 2014-2015 COMPENSATION/CLASSIFICATION STRUCTURE**

The recommended Employee Classification Plan – (Pay Range Order) identifies in descending pay range order, positions by job title, and the salary range Minimum, Midpoint, and Maximum. This includes:

- Fair Labor Standards Act (FLSA) coverage status.
  - E = Exempt / Salaried Position.
  - NE = Non-Exempt / Hourly Position, eligible for overtime
- Classified / Unclassified position status
  - UC = Unclassified - position is at-will.
  - C = Classified - incumbent has appeal rights under Town Policy.

- Adding two (2) classification titles as follows:
  1. Graphic Design/Digital Media Specialist (assigned Pay Range 38)
  2. Police Recruit (assigned Pay Range 40)
- Changing titles of 11 position classifications as follows:

<u>Current Classification Title</u>	<u>New Title</u>
Associate Town Attorney	Assistant Town Attorney
Certified Police Officer	Police Officer
Custodial Maintenance Worker	Custodian
Municipal Court Clerk	Court Clerk
Parks Maintenance Worker II	Maintenance Worker II
Parks Maintenance Worker I	Maintenance Worker I
Public Works Maintenance Worker III	Maintenance Worker III
Public Works Maintenance Worker II	Maintenance Worker II
Public Works Maintenance Worker I	Maintenance Worker I
Public Works Shop Maintenance Worker	Mechanic Assistant
Town Planner	Planner

- Merit increases for all Town personnel; up to 4% based on performance. Annual performance evaluations are performed based on the employee's anniversary date.

### **FINANCIAL IMPACT:**

The estimated financial impact is included in the FY 2014-2015 budget proposal.

### **STAFF RECOMMENDATION:**

Staff recommends adoption of Resolution No. 1444-14 approving:

- FY2014-2015 Salary Schedule (no change from past year).
- FY2014-2015 Employee Classification Plan
- Merit Increases for all full-time and part-time staff for FY 2014-2015 at a rate of up to 4%, based on performance.

### **ATTACHMENTS:**

Resolution No. 1444-14  
 Town of Florence, FY 2014-2015 Classification Plan  
 Town of Florence, FY 2014-2015 Salary Schedule



**RESOLUTION NO 1444-14**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE TOWN OF FLORENCE RECOMMENDED FY 2014-2015 EMPLOYEE COMPENSATION AND CLASSIFICATION PLANS.**

**WHEREAS**, it has been brought to the attention of the Mayor and Council that it is recommended that the Town of Florence provide all full-time and part-time staff members to receive up to a 4% merit increase, based on performance, for FY 2014-2015; and

**WHEREAS**, it has been brought to the attention of the Mayor and Council that it is necessary and desirable that the Town of Florence approve the FY 2014-15 Salary Schedule (without change from FY 2013/14); and

**WHEREAS**, it has been brought to the attention of the Mayor and Council that it is necessary and desirable that the Town of Florence establish new position classifications within the Town of Florence as follows:

1. Graphic Design/Digital Media Specialist (Pay Range 38)
2. Police Recruit (Pay Range 40)

**WHEREAS**, it has been brought to the attention of the Mayor and Council that it is necessary and desirable that the Town of Florence change position classification titles within the Employee Classification Plan as follows:

<u>Current Classification Title</u>	<u>New Title</u>
Associate Town Attorney	Assistant Town Attorney
Certified Police Officer	Police Officer
Custodial Maintenance Worker	Custodian
Municipal Court Clerk	Court Clerk
Parks Maintenance Worker II	Maintenance Worker II
Parks Maintenance Worker I	Maintenance Worker I
Public Works Maintenance Worker III	Maintenance Worker III
Public Works Maintenance Worker II	Maintenance Worker II
Public Works Maintenance Worker I	Maintenance Worker I
Public Works Shop Maintenance Worker	Mechanic Assistant
Town Planner	Planner

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council of the Town of Florence, Arizona, hereby adopts the recommended Employee Compensation and Classification Plans for Fiscal Year 2014-2015.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this 2<sup>nd</sup> day of June 2014.

---

Tom J. Rankin, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

---

Lisa Garcia, Town Clerk

---

James E. Mannato, Town Attorney

**Town of Florence**  
**FY 2014-15 Classification Plan**  
(Pay Range Order)

<b>Position Classification</b>	<b>Pay Range</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>FLSA</b>	<b>Classified/ Unclassified</b>
Town Manager	Contract					
Town Magistrate						
Town Attorney						
Deputy Town Manager	69	\$80,919	\$105,089	\$129,260	E	UC
Police Chief	68	\$78,945	\$102,526	\$126,107	E	UC
Public Works Director	67	\$77,020	\$100,026	\$123,031	E	UC
Fire Chief	66	\$75,141	\$97,586	\$120,031	E	UC
Finance Director	65	\$73,308	\$95,206	\$117,103	E	UC
Utilities Director	64	\$71,520	\$92,884	\$114,247	E	UC
Community Development Director	63	\$69,776	\$90,618	\$111,460	E	UC
Parks & Recreation Director	62	\$68,074	\$88,408	\$108,742	E	UC
Human Resource Director	60	\$64,794	\$84,148	\$103,502	E	UC
Assistant Town Manager	59	\$63,214	\$82,096	\$100,978	E	UC
Deputy Public Works Director					E	UC
Information Technology Manager					E	UC
Police Lieutenant	58	\$61,672	\$80,093	\$98,515	E	C
Assistant Town Attorney	57	\$60,168	\$78,140	\$96,112	E	UC
Senior Civil Engineer					E	C
Town Clerk	56	\$58,700	\$76,234	\$93,768	E	UC
Library Director	55	\$57,268	\$74,375	\$91,481	E	UC
Fire Battalion Chief	54	\$56,960	\$72,561	\$88,161	E	C
Grants/Assessment Manager	53	\$55,571	\$70,791	\$86,011	E	UC
Senior Planner	51	\$52,893	\$67,380	\$81,866	E	C
Accounting Manager	50	\$51,603	\$65,736	\$79,870	E	C
GIS Coordinator					E	C
Police Sergeant					NE	C
Public Works Superintendent					E	C

<b>Position Classification</b>	<b>Pay Range</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>FLSA</b>	<b>Classified/ Unclassified</b>
Assistant to the Town Manager	49	\$50,344	\$64,133	\$77,922	E	C
Network Analyst					E	C
Police Support Services Manager	48	\$49,116	\$62,569	\$76,021	E	C
Public Works Project Manager					E	C
Economic Development Coordinator	47	\$47,918	\$61,043	\$74,167	E	UC
Grants Coordinator					E	UC
Management Analyst					E	UC
Utility Superintendent					E	C
Associate Engineer	46	\$46,750	\$59,554	\$72,358	E	C
Fire Captain					NE	C
Parks Maintenance Superintendent	45	\$45,610	\$58,101	\$70,593	E	C
Planner	44	\$44,497	\$56,684	\$68,871	E	C
Court Administrator	43	\$43,412	\$55,302	\$67,191	E	UC
Police Officer	42	\$42,353	\$53,953	\$65,553	NE	C
Public Safety Communications Supervisor					NE	C
Senior Building Inspector					E	C
Facilities Manager	40	\$40,312	\$51,353	\$62,394	E	C
Fire Engineer					NE	C
Police Recruit					NE	C
Accountant	39	\$39,329	\$50,101	\$60,872	NE	C
Finance Project Analyst					NE	C
Crime Analyst	38	\$38,370	\$48,879	\$59,387	NE	C
Graphic Design/Digital Media Specialist					NE	C
Information Technology Tech.					NE	C
Maintenance Foreman					NE	C
Deputy Town Clerk	37	\$37,434	\$47,686	\$57,939	NE	C
Human Resource Coordinator					NE	C
Building Inspector	36	\$36,521	\$46,523	\$56,526	NE	C
Field Foreman					NE	C
Firefighter					NE	C
Parks Maintenance Foreman					NE	C
Office Supervisor	34	\$36,089	\$44,282	\$52,474	NE	C
Public Safety Dispatcher – Lead					NE	C
Recreation Coordinator					NE	C
Senior Center Coordinator					NE	C
Senior Treatment Plant Operator					NE	C
Payroll Specialist	33	\$35,209	\$43,202	\$51,194	NE	C

<b>Position Classification</b>	<b>Pay Range</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>FLSA</b>	<b>Classified/ Unclassified</b>
Auto Mechanic	32	\$34,350	\$42,148	\$49,945	NE	C
Code Compliance Officer					NE	C
Maintenance Worker III					NE	C
Sanitation Worker III					NE	C
Librarian	31	\$33,513	\$41,120	\$48,727	NE	C
Engineering Technician Assistant	30	\$32,695	\$40,117	\$47,539	NE	C
Police Evidence Technician					NE	C
Public Safety Dispatcher					NE	C*
Utility Billing Supervisor					NE	C
Administrative Assistant	29	\$31,898	\$39,138	\$46,379	NE	C
Senior Court Clerk					NE	C
Water Plant Operator					NE	C
Accounting Technician	28	\$31,120	\$38,184	\$45,248	NE	C
Assessment Specialist					NE	C
Recreation Programmer					NE	C
Utility Services Representative					NE	C
Wastewater Treatment Plant Operator					NE	C
Permit Specialist	27	\$30,361	\$37,253	\$44,144	NE	C
Utility Systems Operator					NE	C
Maintenance Worker II	26	\$29,620	\$36,344	\$43,068	NE	C
Sanitation Worker II					NE	C
Utility Services Operator	24	\$28,193	\$34,593	\$40,992	NE	C
Court Clerk	23	\$28,687	\$33,749	\$38,811	NE	C
Maintenance Worker I	22	\$27,987	\$32,926	\$37,865	NE	C*
Police Records Clerk					NE	C
Sanitation Worker I					NE	C
Customer Service Representative	21	\$27,304	\$32,123	\$36,941	NE	C
Library Assistant					NE	C
Office Assistant					NE	C*
Public Works Operations Technician					NE	C
Senior Center Assistant					NE	C*
Mechanic Assistant	19	\$25,989	\$30,575	\$35,161	NE	C
Fitness Trainer	18	\$25,355	\$29,829	\$34,304	NE	C
Office Aide	17	\$24,736	\$29,102	\$33,467	NE	C*
Custodian	16	\$24,133	\$28,392	\$32,651	NE	C
Library Aide	15	\$23,270	\$27,377	\$31,483	NE	C*

\*All part-time positions are unclassified

Temporary Positions Assigned To Ranges For Convenience (hourly):

<b>Position Classification</b>	<b>Pay Range</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
Heat Lifeguard Recreation Leader III	11	\$10.2543	\$12.0634	\$13.8730
Lifeguard II Recreation Leader II	5	\$8.8423	\$10.4024	\$11.9629
Lifeguard I Recreation Leader I Student Trainee	1	\$8.0105	\$9.4240	\$10.8375

Part-Time (Paid-On-Call) Fire Department Positions (hourly):

<b>Position Classification</b>	<b>Pay Range</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
Part-Time Firefighter	PT36	\$13.25	\$16.88	\$20.51
Part-Time Fire Engineer	PT40	\$14.63	\$18.63	\$22.64
Part-Time Fire Captain	PT46	\$16.96	\$21.61	\$26.25

**Town of Florence**  
**Proposed FY 2014-2015 Salary Range Table**

Salary Range	HIRING RANGE	PERFORMING MARKET RANGE			EXCEPTIONAL RANGE		Salary Range
--------------	--------------	-------------------------	--	--	-------------------	--	--------------

<b>BAND C 45% WIDTH: MUNICIPAL, PROFESSIONAL, AND TECHNICAL</b>								
---	--	--	--	--	--	--	--	--

	81.50%		90.75%	100%	109.25%	118.50%		
35	\$36,992	\$41,190	\$41,191	\$45,389	\$49,586	\$49,587	\$53,786	35
34	\$36,089	\$40,186	\$40,187	\$44,282	\$48,377	\$48,378	\$52,474	34
33	\$35,209	\$39,205	\$39,206	\$43,202	\$47,197	\$47,198	\$51,194	33
32	\$34,350	\$38,249	\$38,250	\$42,148	\$46,046	\$46,047	\$49,945	32
31	\$33,513	\$37,316	\$37,317	\$41,120	\$44,922	\$44,923	\$48,727	31
30	\$32,695	\$36,406	\$36,407	\$40,117	\$43,827	\$43,828	\$47,539	30
29	\$31,898	\$35,518	\$35,519	\$39,138	\$42,758	\$42,759	\$46,379	29
28	\$31,120	\$34,652	\$34,653	\$38,184	\$41,715	\$41,716	\$45,248	28
27	\$30,361	\$33,807	\$33,808	\$37,253	\$40,697	\$40,698	\$44,144	27
26	\$29,620	\$32,982	\$32,983	\$36,344	\$39,705	\$39,706	\$43,068	26
25	\$28,898	\$32,178	\$32,179	\$35,458	\$38,736	\$38,737	\$42,017	25
24	\$28,193	\$31,393	\$31,394	\$34,593	\$37,792	\$37,793	\$40,992	24

<b>BAND D 35% WIDTH: BUSINESS SUPPORT, LABOR, TRADES, ENTRY LEVEL</b>								
---	--	--	--	--	--	--	--	--

	85.00%		92.50%	100%	107.50%	115.00%		
23	\$28,687	\$31,218	\$31,219	\$33,749	\$36,279	\$36,280	\$38,811	23
22	\$27,987	\$30,456	\$30,457	\$32,926	\$35,394	\$35,395	\$37,865	22
21	\$27,304	\$29,714	\$29,715	\$32,123	\$34,531	\$34,532	\$36,941	21
20	\$26,638	\$28,989	\$28,990	\$31,339	\$33,689	\$33,690	\$36,040	20
19	\$25,989	\$28,282	\$28,283	\$30,575	\$32,867	\$32,868	\$35,161	19
18	\$25,355	\$27,592	\$27,593	\$29,829	\$32,065	\$32,066	\$34,304	18
17	\$24,736	\$26,919	\$26,920	\$29,102	\$31,283	\$31,284	\$33,467	17
16	\$24,133	\$26,262	\$26,263	\$28,392	\$30,520	\$30,521	\$32,651	16
15	\$23,270	\$25,324	\$25,325	\$27,377	\$29,429	\$29,430	\$31,483	15
14	\$22,969	\$24,995	\$24,996	\$27,022	\$29,047	\$29,048	\$31,075	14
13	\$22,408	\$24,385	\$24,386	\$26,363	\$28,339	\$28,340	\$30,317	13
12	\$21,609	\$23,515	\$23,516	\$25,422	\$27,328	\$27,329	\$29,235	12
11	\$21,329	\$23,210	\$23,211	\$25,092	\$26,973	\$26,974	\$28,856	11
10	\$20,808	\$22,644	\$22,645	\$24,480	\$26,315	\$26,316	\$28,152	10
9	\$20,301	\$22,092	\$22,093	\$23,883	\$25,674	\$25,675	\$27,466	9
8	\$19,806	\$21,553	\$21,554	\$23,301	\$25,047	\$25,048	\$26,796	8
7	\$19,323	\$21,028	\$21,029	\$22,732	\$24,436	\$24,437	\$26,142	7
6	\$18,633	\$20,277	\$20,278	\$21,921	\$23,565	\$23,566	\$25,210	6
5	\$18,392	\$20,014	\$20,015	\$21,637	\$23,259	\$23,260	\$24,883	5
4	\$17,943	\$19,526	\$19,527	\$21,109	\$22,692	\$22,693	\$24,276	4
3	\$17,505	\$19,050	\$19,051	\$20,594	\$22,138	\$22,139	\$23,684	3
2	\$17,078	\$18,585	\$18,586	\$20,092	\$21,598	\$21,599	\$23,106	2
1	\$16,662	\$18,132	\$18,133	\$19,602	\$21,071	\$21,072	\$22,542	1

**Town of Florence**  
**Proposed FY 2014-2015 Salary Range Table**

Salary Range	HIRING RANGE	PERFORMING MARKET RANGE	EXCEPTIONAL RANGE	Salary Range
--------------	--------------	-------------------------	-------------------	--------------


**BAND A 60% WIDTH: DEPARTMENT DIRECTORS, DIVISION MANAGERS, SENIOR CONTRIBUTORS**

	77.00%		88.50%	100%	111.50%	123.00%		
69	\$80,919	\$93,004	\$93,005	\$105,089	\$117,174	\$117,175	\$129,260	69
68	\$78,945	\$90,736	\$90,737	\$102,526	\$114,316	\$114,317	\$126,107	68
67	\$77,020	\$88,523	\$88,524	\$100,026	\$111,527	\$111,528	\$123,031	67
66	\$75,141	\$86,363	\$86,364	\$97,586	\$108,807	\$108,808	\$120,031	66
65	\$73,308	\$84,257	\$84,258	\$95,206	\$106,153	\$106,154	\$117,103	65
64	\$71,520	\$82,202	\$82,203	\$92,884	\$103,564	\$103,565	\$114,247	64
63	\$69,776	\$80,197	\$80,198	\$90,618	\$101,038	\$101,039	\$111,460	63
62	\$68,074	\$78,241	\$78,242	\$88,408	\$98,574	\$98,575	\$108,742	62
61	\$66,414	\$76,333	\$76,334	\$86,252	\$96,170	\$96,171	\$106,090	61
60	\$64,794	\$74,471	\$74,472	\$84,148	\$93,824	\$93,825	\$103,502	60
59	\$63,214	\$72,655	\$72,656	\$82,096	\$91,536	\$91,537	\$100,978	59
58	\$61,672	\$70,883	\$70,884	\$80,093	\$89,303	\$89,304	\$98,515	58
57	\$60,168	\$69,154	\$69,155	\$78,140	\$87,125	\$87,126	\$96,112	57
56	\$58,700	\$67,467	\$67,468	\$76,234	\$85,000	\$85,001	\$93,768	56
55	\$57,268	\$65,820	\$65,821	\$74,375	\$82,928	\$82,929	\$91,481	55

**BAND B 55% WIDTH: DIVISION LEADERS AND SENIOR CONTRIBUTORS**

	78.50%		89.25%	100%	110.75%	121.50%		
54	\$56,960	\$64,760	\$64,761	\$72,561	\$80,360	\$80,361	\$88,161	54
53	\$55,571	\$63,181	\$63,182	\$70,791	\$78,400	\$78,401	\$86,011	53
52	\$54,215	\$61,640	\$61,641	\$69,064	\$76,488	\$76,489	\$83,913	52
51	\$52,893	\$60,136	\$60,137	\$67,380	\$74,622	\$74,623	\$81,866	51
50	\$51,603	\$58,670	\$58,671	\$65,736	\$72,802	\$72,803	\$79,870	50
49	\$50,344	\$57,239	\$57,240	\$64,133	\$71,026	\$71,027	\$77,922	49
48	\$49,116	\$55,843	\$55,844	\$62,569	\$69,294	\$69,295	\$76,021	48
47	\$47,918	\$54,481	\$54,482	\$61,043	\$67,604	\$67,605	\$74,167	47
46	\$46,750	\$53,152	\$53,153	\$59,554	\$65,955	\$65,956	\$72,358	46
45	\$45,610	\$51,855	\$51,856	\$58,101	\$64,346	\$64,347	\$70,593	45
44	\$44,497	\$50,591	\$50,592	\$56,684	\$62,777	\$62,778	\$68,871	44
43	\$43,412	\$49,357	\$49,358	\$55,302	\$61,246	\$61,247	\$67,191	43
42	\$42,353	\$48,153	\$48,154	\$53,953	\$59,752	\$59,753	\$65,553	42
41	\$41,320	\$46,978	\$46,979	\$52,637	\$58,294	\$58,295	\$63,954	41
40	\$40,312	\$45,833	\$45,834	\$51,353	\$56,873	\$56,874	\$62,394	40
39	\$39,329	\$44,715	\$44,716	\$50,101	\$55,485	\$55,486	\$60,872	39
38	\$38,370	\$43,624	\$43,625	\$48,879	\$54,132	\$54,133	\$59,387	38
37	\$37,434	\$42,560	\$42,561	\$47,686	\$52,812	\$52,813	\$57,939	37
36	\$36,521	\$41,522	\$41,523	\$46,523	\$51,524	\$51,525	\$56,526	36



	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 12b.</b>
<b>MEETING DATE:</b> June 2, 2014  <b>DEPARTMENT:</b> Community Development  <b>STAFF PRESENTER:</b> Mark Eckhoff, AICP Community Development Director  <b>SUBJECT:</b> Resolution No. 1445-14: Right-of-Way Easement Abandonments for Corrections Corporation of America (CCA)		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input checked="" type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Regulatory</li> <li><input type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Motion to adopt Resolution No. 1445-14 for the abandonment of right-of-way easements adjacent to the CCA expansion site.

**BACKGROUND/DISCUSSION:**

In 2010, Council approved a final plat for a 224 acre site to the east of CCA’s current facilities in Florence. This plat was created in response to CCA’s plans to expand, per a RFP that was issued by the State. Unfortunately, the scope of the RFP was modified over time and CCA was able to meet their immediate growth needs at other facilities; however, CCA remains interested in developing the 224 acre site at some point in the future and this request facilitates their ultimate goals.

The subject right-of-way easements to be abandoned, per this request, include the west 33’ of Bowling Road between the Bowling Road cul-de-sac and the Ranchview Road alignment; a 30’ right-of-way known as Orchard Road located between Tracts 3 and 4 of the Freeman subdivision; and a 15’ half right-of-way known as Hayden Road located to the east of Tract 6 of the Freeman subdivision.

The Mayor and Council approved this item on April 21, 2014; however, CCA subsequently asked if we could also abandon the utility easements on the subject portion of Bowling Road. Town staff evaluated this request and there were no objections to this request. For simplicity, the former resolution will be rescinded by this action.

**FINANCIAL IMPACT:**

No fiscal impact with this request.

**STAFF RECOMMENDATION:**

Motion to adopt Resolution No. 1445-14 for the abandonment of right-of-way easements adjacent to the CCA expansion site.

**ATTACHMENTS:**

Resolution No. 1445-14 with Exhibits

**RESOLUTION NO. 1445-14**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ORDERING THE ABANDONMENT OF RIGHT-OF-WAY EASEMENTS ADJACENT TO THE CCA PROPERTY IN FLORENCE, ARIZONA, AS DESCRIBED WITHIN THE ATTACHED EXHIBITS 1, 2 and 3.**

**WHEREAS**, the Town of Florence is authorized to create and abandon easements for public purposes; and

**WHEREAS**, an application for the abandonment of right-of-way easements has been made to the Town of Florence; and

**WHEREAS**, the Florence Town Council finds that the request is in proper form; proper notice of this meeting has been provided; the easements are not required for access; no utilities exist within the abandoned portions of easements; no utilities are planned to occur within the Hayden and Orchard Road easements; there is an existing utility easement along the Bowling Road alignment adequate to meet utility needs; and the Council having considered the feasibility, advantages and necessity of said action and finding the public's best interest to be served by granting the abandonment of the easements.

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

1. That this Resolution No. 1445-14 shall rescind Resolution No. 1436-14.
2. That right-of-way easements as described herein as Exhibits 1, 2 and 3 are hereby abandoned and title to the underlying land shall, therefore, be vested in the adjacent property owners.
3. Be it further resolved that the Mayor of the Town of Florence, on behalf of the Florence Town Council is authorized to execute this resolution and all other documents that may be necessary to release all rights held by the Town of Florence in said right-of-way easements.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this 2<sup>nd</sup> day of June 2014.

\_\_\_\_\_  
Tom J. Rankin, Mayor

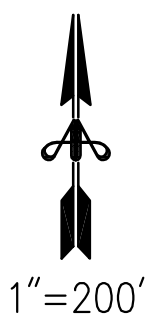
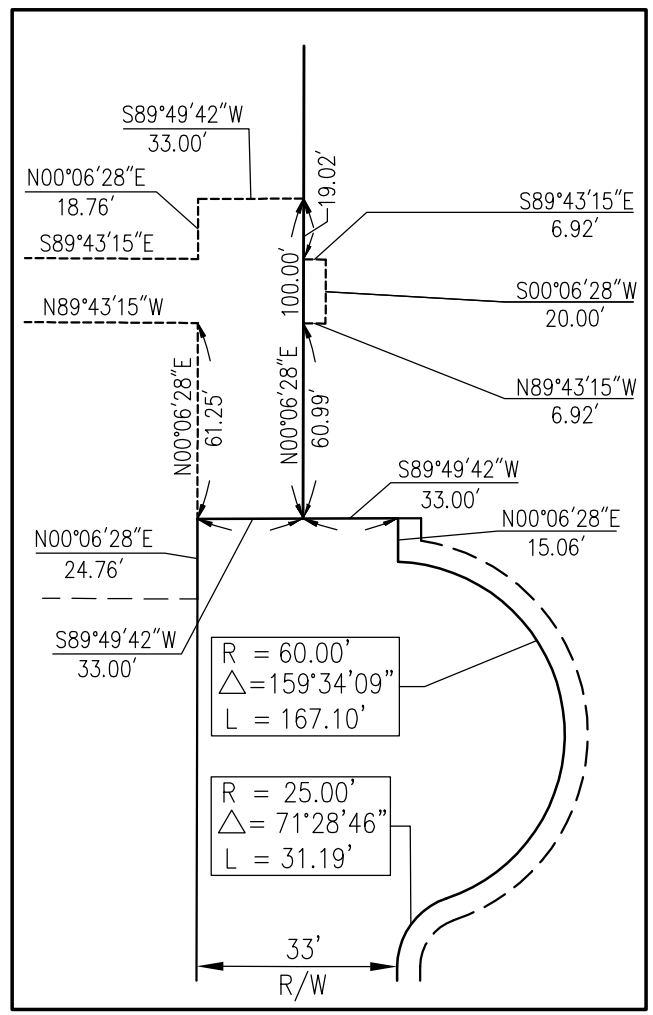
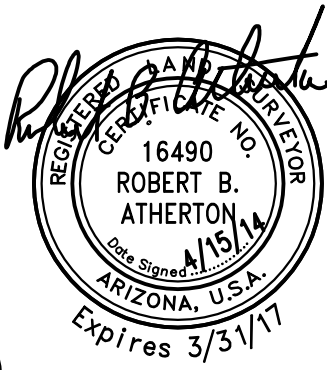
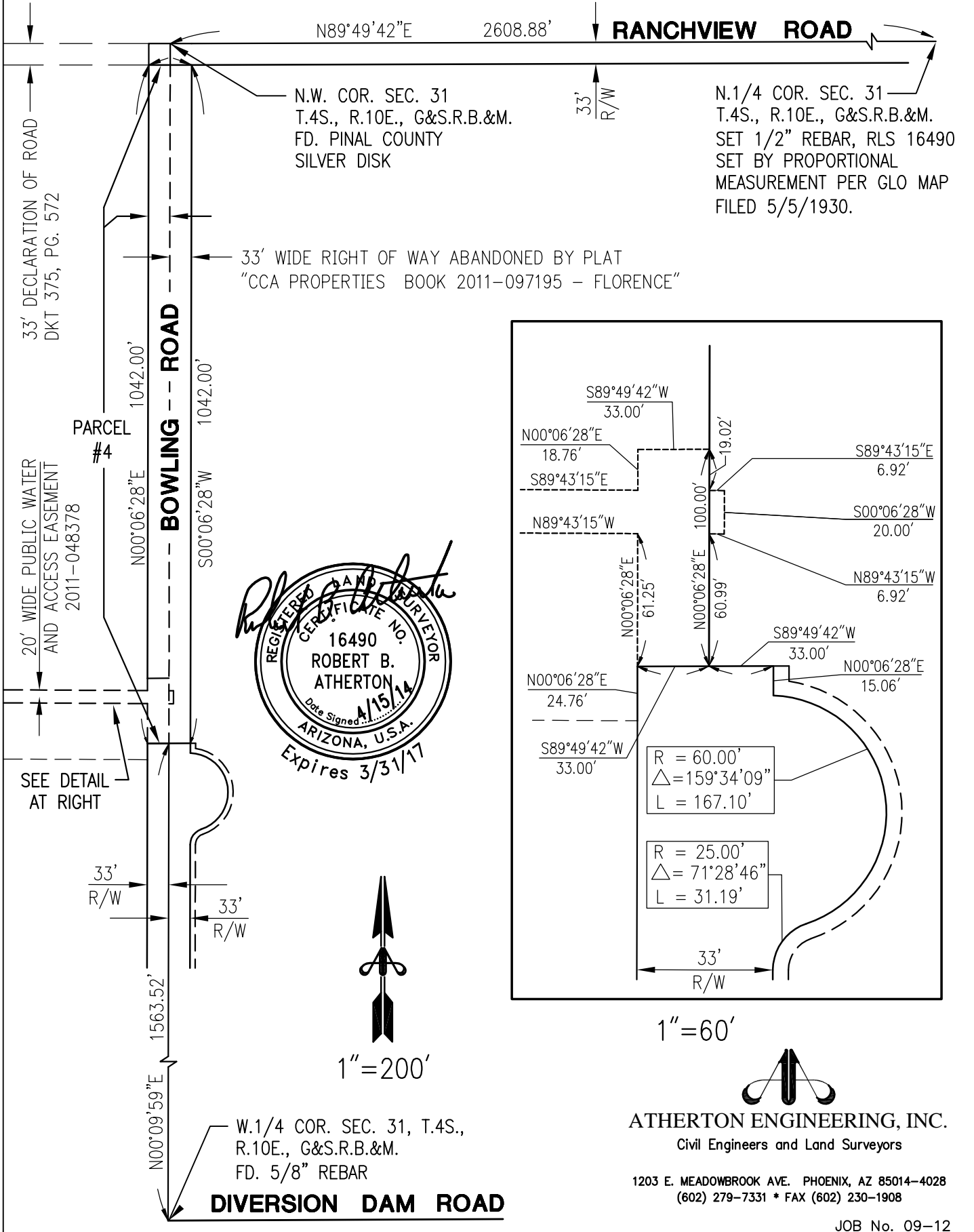
**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, Town Clerk

\_\_\_\_\_  
James E. Mannato, Town Attorney

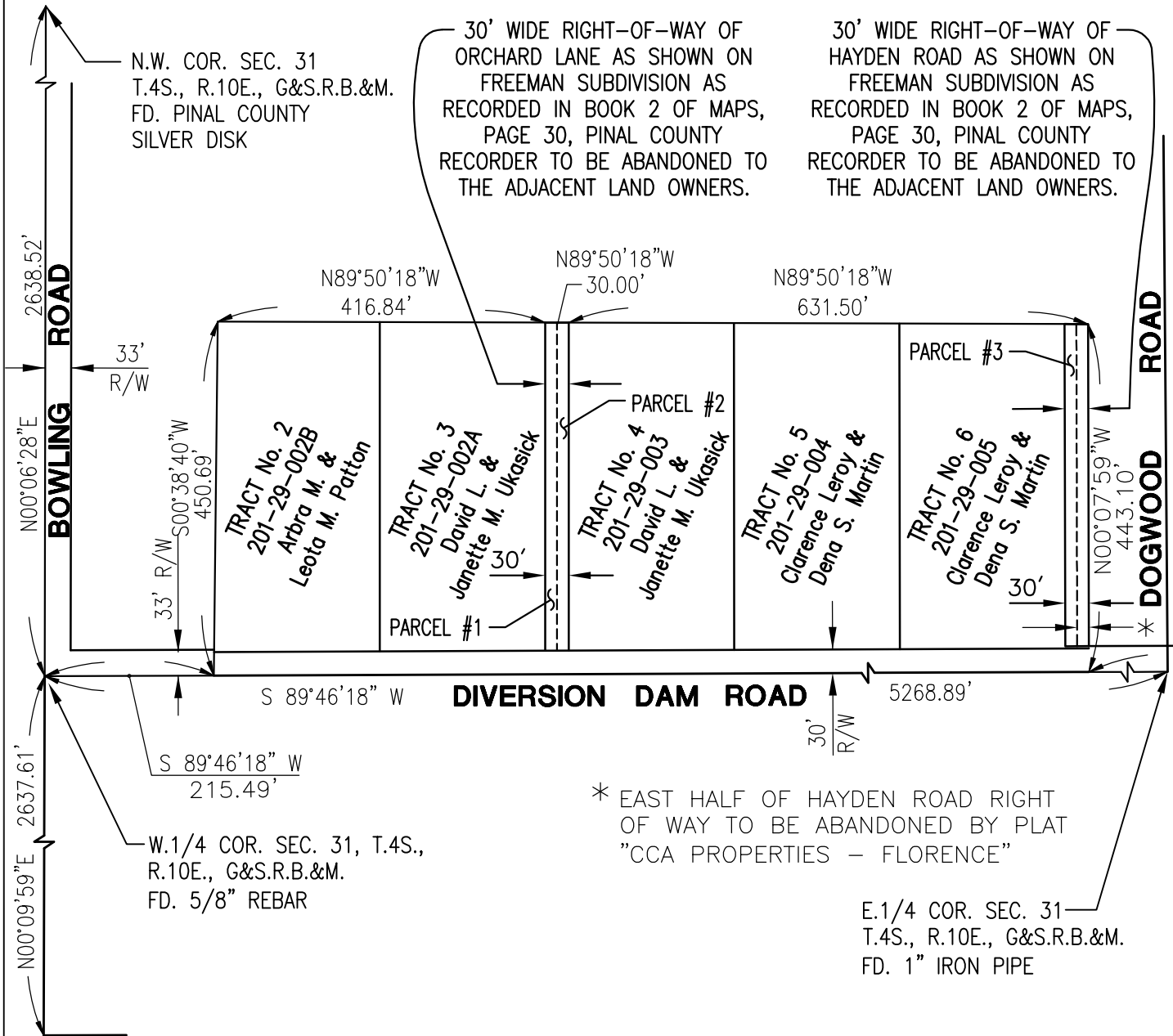
# EXHIBIT 1



**ATHERTON ENGINEERING, INC.**  
Civil Engineers and Land Surveyors

1203 E. MEADOWBROOK AVE. PHOENIX, AZ 85014-4028  
(602) 279-7331 \* FAX (602) 230-1908

# EXHIBIT 2



N.W. COR. SEC. 31  
T.4S., R.10E., G&S.R.B.&M.  
FD. PINAL COUNTY  
SILVER DISK

30' WIDE RIGHT-OF-WAY OF HAYDEN ROAD AS SHOWN ON FREEMAN SUBDIVISION AS RECORDED IN BOOK 2 OF MAPS, PAGE 30, PINAL COUNTY RECORDER TO BE ABANDONED TO THE ADJACENT LAND OWNERS.

W.1/4 COR. SEC. 31, T.4S.,  
R.10E., G&S.R.B.&M.  
FD. 5/8" REBAR

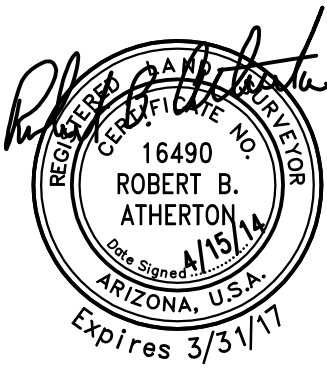
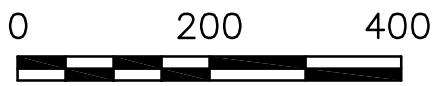
\* EAST HALF OF HAYDEN ROAD RIGHT OF WAY TO BE ABANDONED BY PLAT "CCA PROPERTIES - FLORENCE"

E.1/4 COR. SEC. 31  
T.4S., R.10E., G&S.R.B.&M.  
FD. 1" IRON PIPE

S.W. COR. SEC. 31  
T.4S., R.10E., G&S.R.B.&M.  
FD. SILVER CAP



SCALE: 1"=200'



**ATHERTON ENGINEERING, INC.**  
Civil Engineers and Land Surveyors

1203 E. MEADOWBROOK AVE. PHOENIX, AZ 85014-4028  
(602) 279-7331 \* FAX (602) 230-1908

# EXHIBIT 3

## CCA PROPERTIES OF ARIZONA RIGHT OF WAY ABANDONMENTS

### PARCEL #1

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS THE WEST 15 FEET OF ORCHARD LANE LYING IMMEDIATELY ADJACENT TO TRACT NO. 3 OF FREEMAN SUBDIVISION, A SUBDIVISION RECORDED IN BOOK 2 OF MAPS, PAGE 30, PINAL COUNTY RECORDER.

### PARCEL #2

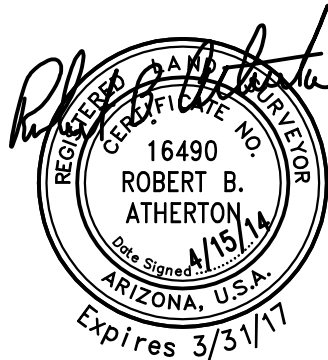
A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS THE EAST 15 FEET OF ORCHARD LANE LYING IMMEDIATELY ADJACENT TO TRACT NO. 4 OF FREEMAN SUBDIVISION, A SUBDIVISION RECORDED IN BOOK 2 OF MAPS, PAGE 30, PINAL COUNTY RECORDER.

### PARCEL #3

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS THE WEST 15 FEET OF HAYDEN ROAD LYING IMMEDIATELY ADJACENT TO TRACT NO. 6 OF FREEMAN SUBDIVISION, A SUBDIVISION RECORDED IN BOOK 2 OF MAPS, PAGE 30, PINAL COUNTY RECORDER.

### PARCEL #4

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS THE NORTH 1075 FEET OF THE EAST 33 FEET OF THE NORTHEAST QUARTER EXCEPT THE NORTH 33 FEET THEREOF.




ATHERTON ENGINEERING, INC.

Civil Engineers and Land Surveyors

1203 E. MEADOWBROOK AVE. PHOENIX, AZ 85014-4028  
(602) 279-7331 \* FAX (602) 230-1908

JOB No. 09-12

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 12c.</b>
<b>MEETING DATE:</b> June 2, 2014  <b>DEPARTMENT:</b> Finance  <b>STAFF PRESENTER:</b> Mike Farina, Finance Director  <b>SUBJECT:</b> Notice of Intention to Increase Rates and Fees		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Motion to adopt a Notice of Intention to increase water and wastewater utility rates and fees and to set a public hearing date of July 7, 2014 on the proposed increases.

**BACKGROUND/DISCUSSION:**

In 2011, the Town engaged Economists.com to update a utility rate study they completed in 2009. The study recommended a rate design that determined utility rates and fees that would enable the Town to recover the costs of utility services, while ensuring equitable, just and reasonable treatment of identified customer classes. The rate increases are based upon projected operational expenses, capital outlay and debt service.

The 2011 study reinforced the rates and fees set forth in the 2009 study with an indication that the annual increases stated in the 2009 study would be sufficient through Fiscal Year 2016-2017.

A.R.S. §9-499.15 requires that written notice of the proposed rate and fee increases be posted on the Town’s Web site at least 60 days before the proposed new rate is approved by the Town Council. Similarly, A.R.S. §9-511.01 also requires that Council adopt a Notice of Intention to increase utility fees, which is to be done by motion. This section also requires that a date be set for a public hearing on the proposed increases not less than 30 days after the adoption of the Notice of Intention and that a written report supporting the increased rate be prepared and made available to the public at least 30 days before the public hearing. All of these requirements have or will be satisfied.

**FINANCIAL IMPACT:**

The financial impact to customers is approximately a five percent increase on the water side and a ten percent increase on the wastewater side. Combined, the total impact for water and wastewater is about an eight percent increase. Several examples of the impact to the average residential in-town customer based on monthly water usage are

attached. For example, a customer who uses 15,000 gallons of water in a month will see an increase of \$4.73 in their monthly utility bill, which would go from \$63.36 to \$68.09.

The financial impact to the Town is estimated to be about \$130,000 in additional revenue for water and about \$400,000 for wastewater.

**STAFF RECOMMENDATION:**

Motion to adopt a Notice of Intention to increase water and wastewater utility rates and fees and to set a public hearing date of July 7, 2014, on the proposed increases.

**ATTACHMENTS:**

Rate increase impact examples

Notice of Intention to Increase Rates and Fees

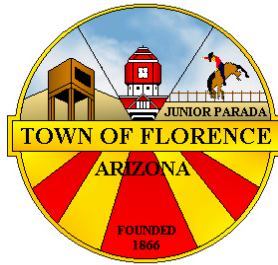


**Rate Increase Impact to Customer (residential/inside Town)**

	<u>Old Rate</u>	<u>New Rate</u>	<u>Increase</u>	
<u>Water - 5/8" and 3/4" meter</u>				
Monthly Base Charge	\$ 21.28	\$ 22.34	\$ 1.06	5%
Monthly Volume Charges				
Under 10,000 gallons	1.52	1.59	0.07	5%
10,000 to 18,700 gallons	2.11	2.21	0.10	5%
Over 18,700 gallons	3.74	3.93	0.19	5%
<u>Sewer - residential</u>				
Monthly Base Charge	16.87	18.55	1.68	10%
Rate per 1,000 gallons	3.95	4.35	0.40	10%
Residential sewer usage is 75% of water usage				

**Impact Examples**

	<u>Old Rate</u>	<u>New Rate</u>	<u>Increase</u>	
<b>5,000 gallons water used</b>				
<u>Water</u>				
Monthly Base Charge	\$ 21.28	\$ 22.34	\$ 1.06	
Monthly Volume Charges	7.60	7.95	0.35	
Sales Tax @ 9.7%	2.80	2.94	0.14	
Total Water	<u>31.68</u>	<u>33.23</u>	<u>1.55</u>	5%
<u>Sewer</u>				
Monthly Base Charge	16.87	18.55	1.68	
Usage (75% of 5,000 gallons = 3,750 gallons)	14.81	16.31	1.50	
	<u>31.68</u>	<u>34.86</u>	<u>3.18</u>	10%
Total monthly bill @ 5,000 gallons water used	<u>\$ 63.36</u>	<u>\$ 68.09</u>	<u>\$ 4.73</u>	7%
<b>15,000 gallons water used</b>				
<u>Water</u>				
Monthly Base Charge	\$ 21.28	\$ 22.34	\$ 1.06	
Monthly Volume Charges				
10,000 gallons	15.20	15.90	0.70	
10,001-18,700 gallons	10.55	11.05	0.50	
Sales Tax @ 9.7%	4.56	4.78	0.22	
Total Water	<u>51.59</u>	<u>54.07</u>	<u>2.48</u>	5%
<u>Sewer</u>				
Monthly Base Charge	16.87	18.55	1.68	
Usage (75% of 15,000 gallons = 11,250 gallons)	44.44	48.94	4.50	
Total Sewer	<u>61.31</u>	<u>67.49</u>	<u>6.18</u>	10%
Total monthly bill @ 15,000 gallons water used	<u>\$ 112.90</u>	<u>\$ 121.56</u>	<u>\$ 8.66</u>	8%
<b>22,000 gallons water used</b>				
<u>Water</u>				
Monthly Base Charge	\$ 21.28	\$ 22.34	\$ 1.06	
Monthly Volume Charges				
10,000 gallons	15.20	15.90	0.70	
10,001-18,700 gallons	18.36	19.23	0.87	
over 18,700 gallons	12.34	12.97	0.63	
Sales Tax @ 9.7%	6.52	6.83	0.32	
Total Water	<u>73.70</u>	<u>77.27</u>	<u>3.57</u>	5%
<u>Sewer</u>				
Monthly Base Charge	16.87	18.55	1.68	
Usage (75% of 22,000 gallons = 16,500 gallons)	65.18	71.78	6.60	
Total Sewer	<u>82.05</u>	<u>90.33</u>	<u>8.28</u>	10%
Total monthly bill @ 22,000 gallons water used	<u>\$ 155.74</u>	<u>\$ 167.59</u>	<u>\$ 11.85</u>	8%
<b>0 gallons water used - ex. no usage during summer</b>				
<u>Water</u>				
Monthly Base Charge	\$ 21.28	\$ 22.34	\$ 1.06	
Monthly Volume Charges	0.00	0.00	-	
Sales Tax @ 9.7%	2.06	2.17	0.10	
Total Water	<u>23.34</u>	<u>24.51</u>	<u>1.16</u>	5%
<u>Sewer</u>				
Monthly Base Charge	16.87	18.55	1.68	
Usage (75% of 5,000 gallons = 3,750 gallons)	0.00	0.00	-	
	<u>16.87</u>	<u>18.55</u>	<u>1.68</u>	10%
Total monthly bill @ no gallons water used	<u>\$ 40.21</u>	<u>\$ 43.06</u>	<u>\$ 2.84</u>	7%



## Notice of Intention to Increase Rates and Fees

Pursuant to A.R.S Sections 9-499.15 and 9-511.01 PUBLIC NOTICE IS HEREBY GIVEN, that the Town of Florence, Arizona, is proposing to increase the following Utility Rates and Fees.

# WATER RATES AND FEES

### Monthly Volume Charges - Inside Municipality

Existing Rates Customer Category	Effective Date					Units
	7/1/2012	7/1/2013	9/1/2014	7/1/2015	7/1/2016	
Under 10,000 gallons	\$1.45	\$1.52	\$1.59	\$1.67	\$1.76	1,000 gallons
10,000 to 18,700 gallons	\$2.04	\$2.11	\$2.21	\$2.32	\$2.44	1,000 gallons
Over 18,700 gallons	\$3.56	\$3.74	\$3.93	\$4.12	\$4.33	1,000 gallons
Under 1,337 cubic feet	\$1.08	\$1.14	\$1.19	\$1.25	\$1.31	100 cubic feet
1,337 to 2,500 cubic feet	\$1.50	\$1.57	\$1.65	\$1.73	\$1.82	100 cubic feet
Over 2,500 cubic feet	\$2.67	\$2.84	\$2.95	\$3.10	\$3.25	100 cubic feet

### Monthly Volume Charges - Outside Municipality

Customer Category	Effective Date					Units
	7/1/2012	7/1/2013	9/1/2014	7/1/2015	7/1/2016	
Under 10,000 gallons	\$1.85	\$1.94	\$2.04	\$2.14	\$2.25	1,000 gallons
10,000 to 18,700 gallons	\$2.56	\$2.69	\$2.83	\$2.97	\$3.12	1,000 gallons
Over 18,700 gallons	\$4.55	\$4.77	\$5.01	\$5.26	\$5.53	1,000 gallons
Under 1,337 cubic feet	\$1.39	\$1.45	\$1.53	\$1.60	\$1.68	100 cubic feet
1,337 to 2,500 cubic feet	\$1.92	\$2.02	\$2.12	\$2.22	\$2.33	100 cubic feet
Over 2,500 cubic feet	\$3.40	\$3.57	\$3.75	\$3.94	\$4.14	100 cubic feet

### Monthly Base Charges - Inside Municipality

Meter Sizes	Effective Date				
	7/1/2012	7/1/2013	9/1/2014	7/1/2015	7/1/2016
5/8" - 3/4"	\$20.26	\$21.28	\$22.34	\$23.46	\$24.63
1"	\$33.78	\$35.47	\$37.24	\$39.10	\$41.06
2"	\$135.10	\$141.86	\$148.95	\$156.40	\$164.22
3" Compound	\$216.18	\$226.99	\$238.34	\$250.25	\$262.77
3" Turbine	\$236.44	\$248.26	\$260.68	\$273.71	\$287.39
4" Compound	\$337.76	\$354.65	\$372.39	\$391.01	\$410.56
4" Turbine	\$425.59	\$446.86	\$469.21	\$492.67	\$517.30
6" Compound	\$675.54	\$709.32	\$744.78	\$782.02	\$821.13
6" Turbine	\$945.75	\$993.04	\$1,042.69	\$1,094.82	\$1,149.56
8" Turbine	\$1,621.29	\$1,702.36	\$1,787.47	\$1,876.85	\$1,970.69
10" Turbine	\$2,567.05	\$2,675.40	\$2,830.17	\$2,971.68	\$3,120.27
12" Turbine	\$3,377.70	\$3,546.58	\$3,723.91	\$3,910.11	\$4,105.61

# WATER RATES AND FEES (continued)

## Monthly Base Charges - Outside Municipality

Meter Sizes	Effective Date				
	7/1/2012	7/1/2013	9/1/2014	7/1/2015	7/1/2016
5/8" - 3/4"	\$26.34	\$27.66	\$29.04	\$30.49	\$32.02
1"	\$43.90	\$46.40	\$48.40	\$50.82	\$53.37
2"	\$175.64	\$184.42	\$193.64	\$203.33	\$213.49
3" Compound	\$281.03	\$295.08	\$309.83	\$325.32	\$341.59
3" Turbine	\$301.29	\$316.35	\$332.17	\$348.78	\$366.22
4" Compound	\$439.10	\$461.06	\$484.11	\$508.32	\$533.73
4" Turbine	\$526.92	\$553.27	\$580.93	\$609.98	\$640.48
6" Compound	\$878.20	\$922.14	\$968.22	\$1,016.63	\$1,067.46
6" Turbine	\$1,148.44	\$1,205.83	\$1,266.12	\$1,329.43	\$1,395.90
8" Turbine	\$2,107.68	\$2,243.06	\$2,323.71	\$2,439.90	\$2,561.89
10" Turbine	\$3,337.16	\$3,504.02	\$3,679.22	\$3,863.18	\$4,056.34
12" Turbine	\$4,447.84	\$4,355.20	\$4,572.96	\$4,801.60	\$5,041.68

# WASTEWATER RATES AND FEES

## Monthly Variable Charges per 1,000 Gallons

Customer Category	Effective Date				
	7/1/2012	7/1/2013	9/1/2014	7/1/2015	7/1/2016
Residential/Mobile Homes	\$3.59	\$3.95	\$4.35	\$4.57	\$4.79
Commercial	\$3.64	\$3.97	\$4.37	\$4.59	\$4.82
Institutional	\$5.74	\$5.97	\$6.94	\$7.36	\$7.64
Outside Municipality (Residential)	\$3.59	\$3.95	\$4.35	\$4.57	\$4.79

## Monthly Variable Charges per 100 Cubic Feet

Customer Category	Effective Date				
	7/1/2012	7/1/2013	9/1/2014	7/1/2015	7/1/2016
Residential/Mobile Homes	\$2.69	\$2.96	\$3.25	\$3.42	\$3.59
Commercial	\$2.70	\$2.97	\$3.27	\$3.43	\$3.60
Institutional	\$4.29	\$4.47	\$5.19	\$5.50	\$5.71
Outside Municipality (Residential)	\$2.69	\$2.96	\$3.25	\$3.42	\$3.59

## Monthly Base Charges

Customer Category	Effective Date				
	7/1/2012	7/1/2013	9/1/2014	7/1/2015	7/1/2016
Residential/Mobile Homes	\$15.33	\$16.87	\$18.55	\$19.48	\$20.45
Commercial	\$15.33	\$16.87	\$18.55	\$19.48	\$20.45
Institutional	\$15.33	\$16.87	\$18.55	\$19.48	\$20.45
Outside Municipality (Resident)	\$15.33	\$16.87	\$18.55	\$19.48	\$20.45

**Commercial:** Includes but not limited to office, multi-family, school, and government facilities.

**Institutional:** Includes but not limited to multi-bed, self-contained facilities with or without kitchen.

# **WASTEWATER RATES AND FEES (continued)**


## **PRETREATMENT PROGRAM Volume Charges per Excess Pound Treated**

<b>Customer Category</b>	<b><del>7/1/2012</del></b>	<b><del>7/1/2013</del></b>	<b>9/1/2014</b>	<b>7/1/2015</b>	<b>7/1/2016</b>
Biochemical Oxygen Demand (BOD)	\$0.80	\$0.83	\$0.97	\$1.03	\$1.06
Suspended Solids (TSS)	\$0.56	\$0.58	\$0.69	\$0.72	\$0.75

**Rates as identified in the Utility Rate Study adopted by Florence Town Council with Ordinance No. 510-09.**

**A Public Hearing will be held on July 7, 2014 to accept public comment on this proposal. The hearing will be held at Town of Florence, Town Hall located at 775 N. Main Street, Florence, AZ, 85132 at 6:00 P.M. in the Town Council Chambers.**

**For more information, please contact Mike Farina, Finance Director, at [mike.farina@florenceaz.gov](mailto:mike.farina@florenceaz.gov) or 520-868-7505.**

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 12d.</b>
<b>MEETING DATE:</b> June 2, 2014  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Jennifer Evans Management Analyst  <b>SUBJECT:</b> Ratification of \$2,250 in donations received for the Retail Real Estate Convention (RECon)		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Ratification for approval of \$750.00 each for a total of \$2,250 in donations from Pulte Homes, Southwest Value Partners, and Arizona Public Service (APS) to offset the costs of exhibitor space at the Retail Real Estate Convention (RECon) on May 18-20, 2014.

**BACKGROUND/DISCUSSION:**

The Town of Florence is partnering with Access Arizona (formerly CAREDF) and the City of Casa Grande to share exhibitor space at the annual Retail Real Estate Convention (RECon) in Las Vegas, Nevada, on May 18-20, 2014. The purpose of attending RECon is to promote Florence and the region to retailers, restaurants, and retail real estate professionals that may be interested in establishing a business in the area. The focus of the convention is retail and commercial businesses, many of which would be excellent tenants for existing and future developments in Florence.

**FINANCIAL IMPACT:**


The Town of Florence's share of the exhibitor space expenses is \$3,300 which includes the booth rental fee, furnishings, and promotional items. By accepting these donations, the Town of Florence will save \$2,250 of the cost to participate in the convention.

**STAFF RECOMMENDATION:**

Staff recommends the ratification of donations from Pulte Homes, Southwest Value Partners, and APS.

**ATTACHMENTS:**

None

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 12e.</b>
<b>MEETING DATE:</b> June 2, 2014  <b>DEPARTMENT:</b> Utilities Department  <b>STAFF PRESENTER:</b> John V. Mitchell, Utilities Director  <b>SUBJECT:</b> Approval to hire Sunrise Engineering to conduct a downtown water line alignment study		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Motion to approve hiring Sunrise Engineering to conduct a downtown water line alignment study.

**BACKGROUND/DISCUSSION:**

Sunrise Engineering has been selected to conduct a downtown water line alignment study. This study will determine potential water line alignments for which water line extension projects will be selected. The project selected will allow for the design and construction of a new water line in the eastern section of downtown, completing the system loop initiated by the Bailey Street water line and the Well 4 to Well 5 transmission line.

The study will detail three potential alignments for consideration by the Town. Sunrise Engineering will then prepare fifteen percent (15%) conceptual plans for the recommended alignment. It is anticipated that a full design contract will be recommended for award following the conceptual submittal. The study will commence upon Council approval and be completed in November 2014.

**FINANCIAL IMPACT:**

The cost to provide this study is \$39,658. The FY 13/14 budget identifies \$400,000 in the Capital Improvement Program (U-38) for the replacement of water lines.

**STAFF RECOMMENDATION:**

Staff recommends authorization to hire Sunrise Engineering, to conduct a downtown water line alignment study, in an amount not to exceed \$39,658..

**ATTACHMENTS:**  
Scope of Work

Date: April 23, 2014

To: John Mitchell, P.E. - Public Utilities Director  
Town of Florence  
Public Utilities Department  
425 E. Ruggles  
Florence, AZ 85232  
Phone 520.868.8325  
Email [john.mitchell@florenceaz.gov](mailto:john.mitchell@florenceaz.gov)

Subject: **Downtown Water Line Alignment Study**

Dear Mr. Mitchell,

Sunrise Engineering, Inc. (SEI) is pleased to submit the following proposal to the Town of Florence (Client), to provide Engineering Services for the Downtown Water Line Alignment Study. SEI agrees, upon receipt of your acceptance to this agreement, to perform the following identified services in accordance with the terms and conditions contained herein.

### **Scope of Services**

The scope of services for this project includes a study to determine potential water line alignments in the Downtown area. From the study a proposed water line extension will be selected, that connects to the water lines currently under design east to Well #4 and finish the loop to well #5, approximately three (3) miles. See Attachment A for the study area.

The engineering scope will include data collection, study and preliminary design as further described in the sections below:

### **Phase 0001 – Water Line Alignment Study**

**Task 001 Project Management, Meetings & Coordination:** This task includes the overall project management, administration, milestone meetings and coordination of the project. Meetings will include an initial kick-off meeting (1) and review/comment resolution meetings following 60%, 90% and 100% (Final) submittals, for a total of three (3) review meetings with Town staff (4 meetings total). One of these meetings will include a field walk with the Town.

**Task 002 Conceptual Utility Mapping of Downtown Study Area:** SEI shall collect record drawings and utility information for the study area. The Town shall provide utility maps of the Town's utilities, GIS right-of-way, section lines, properly lines, and aerial background images. SEI will obtain private utility maps through request letters. SEI will order a design Blue Stake, contact the utility companies, and ADOT to determine facilities in the study area. SEI will develop a Conceptual Utility Map of the Downtown Study Area with all the information gathered.



**Task 003 Alignment Study -3 Alternatives:** SEI shall prepare a water line alignment study. The study will detail three (3) potential water line alignments to extend water lines east to Well #4 and complete the south loop to Well #5. Each alignment will include a written description, utility conflicts, cost estimate, and exhibit. Utility conflicts will be based on record data obtained in Task 002. Exhibits will be prepared using the previously developed base map in Task 002 and will include aerial background.

**Task 004 Conceptual 15% Plans**

SEI shall prepare Conceptual 15% Plans for the recommended water line alignment. The plans will include water line alignment, utilities and existing grade profile. The existing grade profile will be approximate based on large interval field data and not final design, survey grade data. Plans will be prepared on 24" x 36" sheets. These plans are anticipated to include:

1. Cover Sheet (Town of Florence standard format)
2. Legend, Index & Notes
3. Water Plan/Profile Sheets @ 1"=20' horizontal scale and 1"=2' vertical scale
4. Detail Sheets

All plan submittals will consist of two (2) hard-copy (bond) plan sets and one digital plan set (PDF format).

**Scope of Work Conditions and Exclusions**

- A. Any items not specifically included within the scope of this proposal are excluded. If additional items are added to the contract, they will be performed in accordance with rates & fees shown in Attachment C.
- B. The Town of Florence shall be responsible for providing the following:
  - a. record drawings/as-builts
  - b. town quarter section utility maps and electronic GIS map files
  - c. if an easement or right-of-way take is required then the Town will do the title search and the preparation of legal descriptions and exhibits will be done on a Time and Materials basis.
- C. Plans will be prepared in AutoCAD format and stationing will be from south to north and west to east.
- D. Hydrants and valves will be per Town of Florence Standards, approximately 500-foot intervals.
- E. Plans shall be prepared in accordance with MAG (Maricopa Association of Governments) Standards and Specifications supplemented by Town of Florence Standards.
- F. Final (bid and/or construction ready) water line plans are excluded, but can be provided by future contract amendment.
- G. Time and Materials tasks will be performed in accordance with hourly rates & fees shown in Attachment C.
- H. Contract is subject to Terms and Conditions attached.
- I. Reproduction costs for plans, exhibits, reports, etc. will be billed as a reimbursable expense or on a Time and Materials basis depending on method of execution.

**Fees**



The fees for this scope of work are summarized in the Fees Summary Table below and the breakdown is available in Attachment B – Man-hour Estimate.

**Fees Summary Table**

Phase	Task	Work Task Description	(\$)	*Fee Type
<b>0001</b>		<b>Water Line Alignment Study</b>		<b>Lump Sum</b>
	001	Project Management, Meetings & Coordination	\$4,536	
	002	Conceptual Utility Map of Downtown Study Area	\$10,232	
	003	Alignment Study - 3 Alternatives		
		Exhibits	\$5,636	
		Preliminary Cost Estimates	\$1,798	
		Alternatives Analysis	\$4,300	
		Report	\$3,086	
	004	Conceptual 15% Plans ~17,500 LF	\$10,070	
		<b>Subtotal</b>	<b>\$39,658</b>	<b>Lump Sum</b>
		<b>Lump Sum Total</b>		<b>\$39,658</b>

\*Lump Sum = Fixed Fee; T&M = Time & Materials; NTE = Not to Exceed

\*\*T&M (Time and Materials) Not to Exceed is a budgeted amount that will not be exceeded without Client approval and does not guarantee the tasks will be completed within this amount.

**Schedule**

See Attachment D – Proposed Schedule

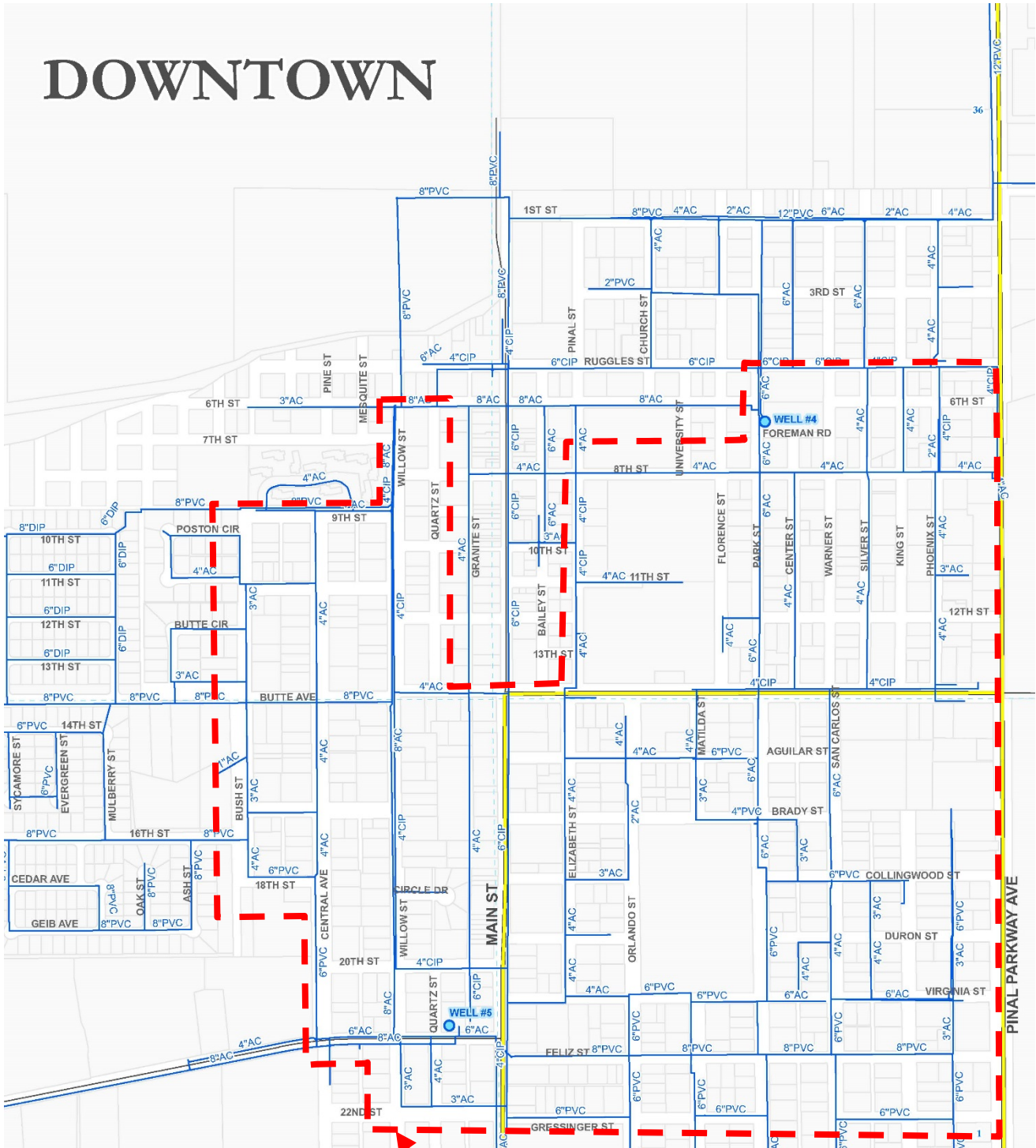
Client will be billed monthly based on the percentage of work completed for each task. We will invoice you at the beginning of each month for services performed during the previous month. Payment is due thirty days from the date of the invoice.

If you have any questions regarding this proposal please contact me at (480) 768-8600. We look forward to working with you.

Sincerely,  
 SUNRISE ENGINEERING, INC.

Geoffrey S. Child, P.E.  
 Principal

# Attachment A – Project Limits



**Water Line Alignment Study Limits**



## Attachment B – Man-hour Estimate

### Town of Florence Downtown Water Line Alignment Study

Phase	Task	Work Task Description	Engineer IV	Engineer (E.I.T.) II	CAD Technician IV	Admin III	(hours)	(\$)
<b>0001</b>		<b>Water Line Alignment Study</b>						
	001	Project Management, Meetings & Coordination	20	16		4	40	\$4,536
	002	Conceptual Utility Map of Downtown Study Area	12	24	60	16	112	\$10,232
	003	Alignment Study - 3 Alternatives						
		Exhibits	4	16	40		60	\$5,636
		Preliminary Cost Estimates	2	16			18	\$1,798
		Alternatives Analysis	20	16			36	\$4,300
		Report	14	12			26	\$3,086
	004	Conceptual 15% Plans ~17,500 LF	16	32	54		102	\$10,070
							<b>Subtotal</b>	<b>\$39,658</b>
Sub-total Hours/Miles/Days			88	132	154	20	394	\$39,658
Hourly Billing Rate			\$139.00	\$95.00	\$89.00	\$59.00		
Total Dollars			\$12,232	\$12,540	\$13,706	\$1,180	<b>SUBTOTAL</b>	<b>\$39,658</b>
<b>GRAND TOTAL</b>								<b>\$39,658</b>



## Attachment C – Hourly Rates

### SUNRISE ENGINEERING, INC.

#### Arizona Offices

#### 2014 Fee Schedule

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>		<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>
101	Engineer (E.I.T.) I	\$85	<i>per hour</i>	051	Administrative I	\$40
102	Engineer (E.I.T.) II	\$95		052	Administrative II	\$49
103	Engineer III	\$125		053	Administrative III	\$59
104	Engineer IV	\$139				
105	Engineer V	\$159		922	Survey Tech	\$60
110	Principal Engineer	\$189		930	Survey CAD Tech	\$85
711	Project Manager I	\$110		935	Survey Crew Chief	\$110
712	Project Manager II	\$150		940	Survey Manager	\$115
301	Engineering Tech I	\$69		945	Registered Surveyor	\$125
302	Engineering Tech II	\$85		950	Principal Surveyor	\$160
303	Engineering Tech III	\$95		MILE	Mileage	\$0.59
304	Engineering Tech IV	\$105				<i>per mile</i>
401	CAD Technician I	\$59				
402	CAD Technician II	\$69				
403	CAD Technician III	\$79				
404	CAD Technician IV	\$89				

*Subconsultants and other direct expenses as incurred plus 10% handling fee*

Attachment D – Proposed Schedule

<b>Florence Downtown Alignment Study</b>					3rd Quarter				4th Quarter		
ID	Task Name	Duration	Start	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1	<b>Kick-Off Meeting</b>	1 day	Mon 6/2/14								
2											
3	<b>Conceptual Utility Mapping</b>	<b>40 days</b>	<b>Tue 6/3/14</b>								
4	Utility Maps	30 days	Tue 6/3/14								
5	ADOT Maps	30 days	Tue 6/3/14								
6	Exhibit	10 days	Tue 7/15/14								
7											
8	<b>Alignment Review Meeting</b>	5 days	Tue 8/5/14								
9											
10	<b>Alignment Study</b>	<b>52 days</b>	<b>Tue 8/12/14</b>								
11	Alternative Analysis, Exhibit, Cost Estimates	25 days	Tue 8/12/14								
12	60% Submittal	1 day	Tue 9/16/14								
13	Town Review	5 days	Wed 9/17/14								
14	Comment Review Meeting and Field Walk	5 days	Wed 9/24/14								
15	Alternative Analysis	10 days	Wed 10/1/14								
16	90% Submittal	1 day	Wed 10/15/14								
17	Town Review	5 days	Thu 10/16/14								
18											
19	<b>90% Comment Review Meeting - Select Recommended Alignment</b>	5 days	Thu 10/23/14								
20											
21	<b>Conceptual 15% Plans</b>	<b>26 days</b>	<b>Thu 10/30/14</b>								
22	Conceptual 15% Plans	20 days	Thu 10/30/14								
23	100% Submittal Report and Conceptual 15% Plans	1 day	Thu 11/27/14								
24	Town Review	5 days	Fri 11/28/14								

Project: Florence Downtown Water Lin Date: Wed 4/23/14	Task	Milestone	External Tasks
	Split	Summary	External Milestone
	Progress	Project Summary	Deadline



## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 12f.

**MEETING DATE:** June 2, 2014

**DEPARTMENT:** Police

**STAFF PRESENTER:** Mike Farina, Finance Director

**SUBJECT:** Disposal of Assets

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
  - Regulatory
  - 1<sup>st</sup> Reading
  - 2<sup>nd</sup> Reading
- Other

**RECOMMENDED MOTION/ACTION:**

Authorization to dispose of a 1997 Ford Van, 1998 Ford Van, 1998 Ford Crown Victoria, and a 2002 Chevy Camaro (Seized RICO Vehicle).

**BACKGROUND/DISCUSSION:**

The department has a number of vehicles, equipment, and small assets that are no longer needed and/or have outlived their useful life.

Item	Year	VIN#	Location
Ford Van	1997	1FTJE34S7VHA05126	Police Department
Ford Van	1998	1FTNE2422WHB20536	Police Department
Ford Crown Victoria	1998	2FAFP71WXWX136556	Police Department
Chevrolet Camaro	2002	2G1FP22K022171440	Police Department

The Town will dispose of the vehicles as per Policy, and the proceeds will be returned to the Town for all three of the Fords; however, the proceeds for the Chevrolet Camaro will be forfeited to the Pinal County Racketeering Fund at the Pinal County Attorney's Office.

**FINANCIAL IMPACT:**

The total salvage value of the items is estimated at \$9,626.00

**STAFF RECOMMENDATION:**

Staff recommends approval for disposal of all vehicles as listed.

**ATTACHMENTS:**

Titles and disposal forms with authorizations.

## Disposed Asset Form

Capital Asset No. NONE Date: 05/07/2014

Description of Asset: 2002 CHEVROLET CAMARO , VIN# 2G1FP22K022171440  
APPROXIMATELY; UNKNOWN SIEZED VEHICLE

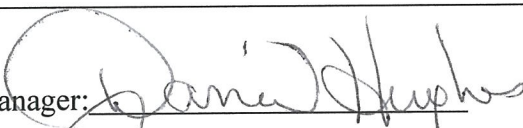
Department: Police Department Division: Volunteer Patrol



Location of Disposition: Not in service/ 425 N Pinal Street, LOCATED AT SENIOR PARKING LOT

Was Asset  Lost  Stolen  Destroy  Outlived Useful Life  
 Other \_\_\_\_\_

Give a detailed account of what happened to asset including witnesses, other employees, or your facts including a copy of the police report attached (if applicable).

\_\_\_\_\_  
\_\_\_\_\_  
UNKOWN HISTORY  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Department Manager:  Date: 05/07/2014

Authorized by:  Date:   
Town Manager or Representative

Prepared by: Sgt. William Tatlock Entered by: \_\_\_\_\_



# ARIZONA CERTIFICATE OF TITLE



**Motor Vehicle Division**  
ADOT

48-7200 R10/08 www.azdot.gov

Inventory Control

24563102

Vehicle Identification Number: 2G1FP22F02217144  
 Year: 2002  
 Make: CHEV  
 Model: CAM  
 Body Style: CP  
 First Registered: 00/0000  
 List Price: 117880  
 Mobile Home Manufacturer:  
 Unit Number:

FLORENCE POLICE DEPARTMENT  
 425 N PINAL AVENUE  
 FLORENCE AZ 85132-8869

Title Number: M04311224001  
 Previous Title Number: 000000  
 State: AZ  
 Issue Date: 01/01/02  
 Film Number: A114M04111  
 Previous Film Number: 000000  
 Odometer Miles (no tenths): 00000 A  
 \* A - Actual Mileage  
 B - Mileage in excess of the odometer mechanical limits  
 C - NOT Actual Mileage, WARNING ODOMETER DISCREPANCY

Arizona Brands

Previous Brand: State Previous Brand: State Previous Brand: State Other States With Brands:

Owners/Lessees  
 FLORENCE POLICE DEPARTMENT

Lienholders

**LIEN RELEASE**

Lienholder Name		Acknowledged before me this date.		Notary Public Signature	
Lien Amount	Lienholder Signature	Date	County	State	Commission Expires



ZIP CODE: 85132 | Sign in (or Sign up)

home | car values | cars for sale | car reviews | awards & top 10s | research tools

Popular at KBB.com  
The 40 MPG Cars of 2014

Advertisement

Why ads?

Home > Car Values > Chevrolet > Camaro > 2002 > Category > Style > Options > Convertible 2D

Chevrolet Camaro 2002 Go

# Your Blue Book® Value

Show Used Car Prices | Price Your Next Car



## 2002 Chevrolet Camaro

Style: Convertible 2D

Edit options | Check specs

Mileage: 100000 Change

Like 5

Trade In to a Dealer

Get an Instant Cash Offer

Sell to a Private Party

Print report



Good Condition

Private Party Values valid for your area through 5/15/2014  
Track this car's values

### Price a New Car

Then browse reviews, photos, specs and more.

See what you should pay

### Sell Your Current Car

Reach millions of buyers on KBB.com and AutoTrader.com

Place an ad

Advertisement

Why ads?

### Tell Us About This Car

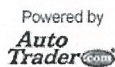
Owners like you rated the 2002 Camaro 8.8 out of 10.

Write your own review

Advertisement

Why ads?

### Next Steps to Selling Your Car



Get an Instant Cash Offer

Find dealers ready to buy or trade in your car - today!

Start your offer

Benchmark Local Prices

Recently Viewed Cars | My Saved Cars

Save car



# Disposed Asset Form

Capital Asset No. NONE

Date: 05/07/2014

Description of Asset: 1997 Ford VAN, VIN# 1FTJE34S7VHA05126  
APPROXIMATELY 112,000 MILES

Department: Police Department

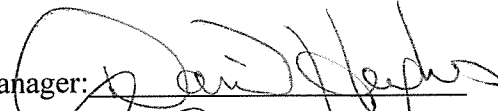
Division: Volunteer Patrol

Location of Disposition: Not in service/ 425 N Pinal Street, LOCATED AT SENIOR PARKING LOT

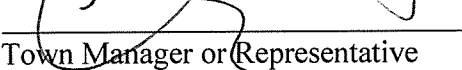
Was Asset  Lost  Stolen  Destroy  Outlived Useful Life  
 Other \_\_\_\_\_

Give a detailed account of what happened to asset including witnesses, other employees, or your facts including a copy of the police report attached (if applicable).

\_\_\_\_\_  
\_\_\_\_\_  
THE ENGINE IS USING A LOT OF OIL AND NOT RUNNING PROPERLY.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Department Manager: 

Date: 05/07/2014

Authorized by:   
Town Manager or Representative

Date: 5/7

Prepared by: Sgt. William Tatlock

Entered by: \_\_\_\_\_

# ARIZONA CERTIFICATE OF TITLE



Inventory Control  
**5309031**

Vehicle Identification Number  
**1FTJE34S7VHA05126**

Year  
**1997**

Make  
**FORD**

Model  
**ECONO**

Body Style  
**1TVN**

First Registered  
**00/0000**

List Price  
**000000**

Mobile Home Manufacturer

Unit Number

VOID COPY

**TOWN OF FLORENCE POLICE DEPT  
PO BOX 988  
FLORENCE AZ 85232**

Title Number  
**M042006171003**

Issue Date  
**06202006**

Film Number  
**G171M04201**

Odometer Reading (no tenths) \*  
**0109000 C**

Previous Title Number State  
**07L1006013045 AZ**

Issue Date  
**01132006**

Previous Film Number  
**G01307L119**

\* A - Actual Mileage  
B - Mileage in excess of the odometer mechanical limits  
C - NOT Actual Mileage, WARNING ODOMETER DISCREPANCY

Arizona Brands

Previous Brand

State Previous Brand

State Previous Brand

State Other States With Brands

Owners/Lessees

**TOWN OF FLORENCE POLICE DEPT**

Lienholders

**LIEN RELEASE**

Lienholder Name			Acknowledged before me this date		Notary Public Signature	
Lien Amount	Lien Date	Lienholder Signature	Date	County	State	Commission Expires

**VOID WITHOUT EAGLE WATERMARK OR IF ALTERED OR ERASED**



ZIP CODE: 85132 | Sign in (or Sign up)

home | car values | cars for sale | car reviews | awards & top 10s | research tools



Popular at KBB.com

10 Best Midsize SUVs

Advertisement

Why ads?

Home > Car Values > Ford > Econoline E350 Cargo > 1997 > Style > Options > Extended Van

Ford Econoline E350 Cargo 1997 Go

# Your Blue Book® Value Show Used Car Prices | Price Your Next Car



## 1997 Ford Econoline E350 Cargo

Style: Extended Van

Edit options | Check specs

Mileage: 150000

Change

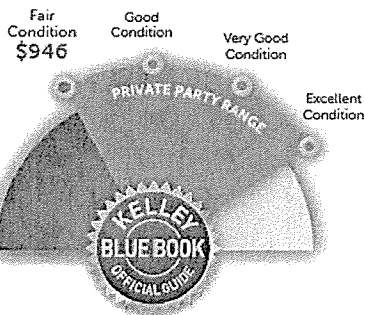
Like 0

Trade In to a Dealer

Get an Instant Cash Offer

Sell to a Private Party

Print report



### Price a New Car

Then browse reviews, photos, specs and more.

See what you should pay

### Sell Your Current Car

Reach millions of buyers on KBB.com and AutoTrader.com

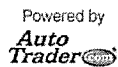
Place an ad

### Tell Us About This Car

Owners like you rated the 1997 Econoline E350 Cargo 8.6 out of 10.

Write your own review

### Next Steps to Selling Your Car



Get an Instant Cash Offer

Find dealers ready to buy or trade in your car - today!

Start your offer

Recently Viewed Cars | My Saved Cars

Save car



## Disposed Asset Form

Capital Asset No. NONE

Date: 05/07/2014

Description of Asset: 1998 Ford VAN, VIN# 1FTNE2422WHB20536  
APPROXIMATELY 112,000 MILES

Department: Police Department

Division: Volunteer Patrol

Location of Disposition: Not in service/ 425 N Pinal Street, LOCATED AT SENIOR PARKING LOT


Was Asset  Lost  Stolen  Destroy  Outlived Useful Life  
 Other \_\_\_\_\_

Give a detailed account of what happened to asset including witnesses, other employees, or your facts including a copy of the police report attached (if applicable).

\_\_\_\_\_  
THE ENGINE IS USING A LOT OF OIL AND NOT RUNNING PROPERLY.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Department Manager: 

Date: 05/07/2014

Authorized by: 

Date: 5/7

Town Manager or Representative

Prepared by: Sgt. William Tatlock

Entered by: \_\_\_\_\_

# ARIZONA CERTIFICATE OF TITLE



**Motor  
Vehicle  
Division**

48-7200 R10/08 www.azdot.gov

Inventory Control  
15807624

Vehicle Identification Number: 1FTNE2422WHB20536  
Year: 1998  
Make: FORD  
Model:  
Body Style: 34VN  
First Registered: 00/0000  
List Price: 000000  
Mobile Home Manufacturer:  
Unit Number:

TOWN OF FLORENCE POLICE DEPT  
PO BOX 988  
FLORENCE AZ 85232-0988

Title Number: M049010256003  
Issue Date: 09132010  
Film Number: K256M04901  
Odometer Miles (no tenths) \*: 000000 X  
Previous Title Number: ARS284801  
State:  
Issue Date:  
Previous Film Number: ARS284801  
\* A - Actual Mileage  
B - Mileage in excess of the odometer mechanical limits  
C - NOT Actual Mileage, WARNING ODOMETER DISCREPANCY

### Arizona Brands

Previous Brand: State Previous Brand: State Previous Brand: State Other States With Brands:

Owners/Lesseees  
TOWN OF FLORENCE POLICE DEPT

Lienholders

### LIEN RELEASE

Lienholder Name	Acknowledged before me this date.	Notary Public Signature		
Lien Amount	Lienholder Signature	Date	County	State Commission Expires

VOID WITHOUT EAGLE WATERMARK OR IF ALTERED OR ERASED



# Motor Vehicle Division

96-0356A R08/10 www.azdot.gov

## ARIZONA VEHICLE REGISTRATION

Print Date/Time  
09/13/2010 08:11

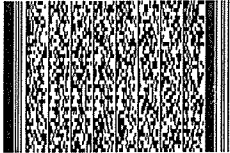
Carry In Vehicle At All Times

Expiration Date  
00/00/0000

TOWN OF FLORENCE POLICE DEPT  
PO BOX 988  
FLORENCE AZ 85232-0988

Vehicle Identification Number	1FTNE2422WHB20536	Title	\$4.00
<b>Record Number</b>	<b>04141083</b>		
Plate Number	G235GB		
Unit Number			
Year / Make	1998 FORD		
Body Style	34VN		
First Registered	00/0000		
List Price	000000		
Fuel Type	G		
Category	P		
Weight (GVW)			
County	PINAL	<b>TOTAL</b>	<b>\$4.00</b>
Registration Type	FUL		

GOV'T PLT



# NO TAB

TOWN OF FLORENCE POLICE DEPT  
PO BOX 988  
FLORENCE AZ 85232-0988



8+1

ZIP CODE: 85132 | Sign in (or Sign up)

home | car values | cars for sale | car reviews | awards & top 10s | research tools



Popular at KBB.com

10 Best Car Deals of the Month

Advertisement

Why ads?

Home > Car Values > Ford > Econoline E350 Cargo > 1998 > Style > Options > Extended Van

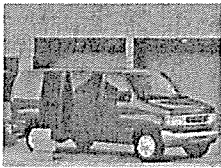
Ford

Econoline E350 Cargo

1998

Go

# Your Blue Book® Value Show Used Car Prices | Price Your Next Car



## 1998 Ford Econoline E350 Cargo

Style: Extended Van

Edit options | Check specs

Mileage: 150000

Change

Like 1

Trade In to a Dealer

Get an Instant Cash Offer

Sell to a Private Party

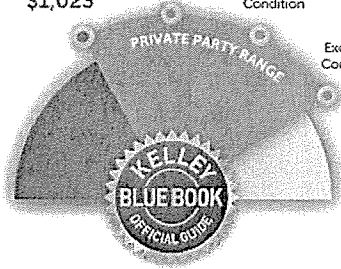
Print report

Fair Condition \$1,023

Good Condition

Very Good Condition

Excellent Condition



Fair Condition

Private Party Values valid for your area through 5/15/2014

Track this car's values

### Price a New Car

Then browse reviews, photos, specs and more.

See what you should pay

### Sell Your Current Car

Reach millions of buyers on KBB.com and AutoTrader.com

Place an ad

Advertisement

Why ads?

Advertisement

Why ads?

### Tell Us About This Car

Owners like you rated the 1998 Econoline E350 Cargo 8.6 out of 10.

Write your own review

### Next Steps to Selling Your Car



Get an Instant Cash Offer

Find dealers ready to buy or trade in your car - today!

Start your offer

Recently Viewed Cars

My Saved Cars

Save car

8+1



# Disposed Asset Form

Capital Asset No. .990.242

Date: 05/07/2014

Description of Asset: 1998 Ford Crown Victoria patrol vehicle, VIN# 2FAFP71WXWX136556  
APPROXIMATELY 122,000 MILES

Department: Police Department


Division: Volunteer Patrol

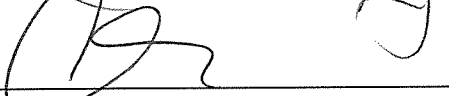
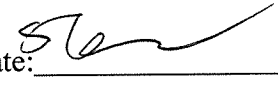
Location of Disposition: Not in service/ 425 N Pinal Street inside evidence yard

Was Asset  Lost  Stolen  Destroy  Outlived Useful Life  
 Other \_\_\_\_\_

Give a detailed account of what happened to asset including witnesses, other employees, or your facts including a copy of the police report attached (if applicable).

\_\_\_\_\_  
\_\_\_\_\_  
The engine is using a lot of oil. The exhaust puts out a lot of blue smoke.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Department Manager:  Date: 05/07/2014

Authorized by:  Date:   
Town Manager or Representative

Prepared by: Sgt. William Tatlock

Entered by: \_\_\_\_\_

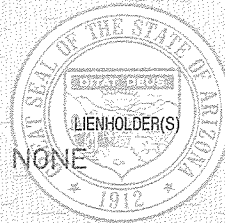
ARIZONA DEPARTMENT OF TRANSPORTATION  
Motor Vehicle Division

# Certificate of Title

VEHICLE ID NO.	2FAFP71WXWX136556	YEAR	1998	MAKE	FORD		
BODY STYLE	4DSD	MODEL	CVP	MO/YR FIRST REGISTERED	00/0000	FACTORY LIST PRICE	000000
TITLE	PN0071B271005	ISSUE DATE	09281999	TYPE	OTHER	FILM	9271M08502
PREV. TITLE	8323375	ST.	UT	ISSUE DATE	05121998	PREV. FILM	ORIGINAL
PLATE	G558CL	GROSS VEH. WGT.	000000	FUEL	G	ODOMETER MILES*	0004284 A
MH MFG.						STATUS	

REGULAR  
VEHICLE OWNER(S) AND LESSEE(S)

TOWN OF FLORENCE POLICE DEPARTMENT



MAILING ADDRESS

TOWN OF FLORENCE POLICE DEPARTMENT  
POB 988  
FLORENCE AZ 85232

The Motor Vehicle Division, pursuant to the laws of Arizona, certifies that the applicant has been duly registered in this office as owner of the described vehicle which is subject to the liens and encumbrances, if any, herein set forth.

CONTROL NO. 7967469

\* A - REFLECTS ACTUAL MILEAGE.  
B - MILEAGE IS IN EXCESS OF MECHANICAL LIMITS.  
C - NOT ACTUAL MILEAGE - WARNING - ODOMETER DISCREPANCY.



KEEP IN A SAFE PLACE

VOID IF ALTERED



ZIP CODE: 85132 | Sign in (or Sign up)

[home](#) | [car values](#) | [cars for sale](#) | [car reviews](#) | [awards & top 10s](#) | [research tools](#)

Popular at KBB.com

10 Best Car Deals of the Month

Advertisement

Why ads?

Home > Car Values > Ford > Crown Victoria > 2002 > Style > Options > Sedan 4D

Ford Crown Victoria 2002 Go

# Your Blue Book® Value Show Used Car Prices | Price Your Next Car



## 2002 Ford Crown Victoria

Style: Sedan 4D

[Edit options](#) | [Check specs](#)

Mileage: 122000

[Change](#)

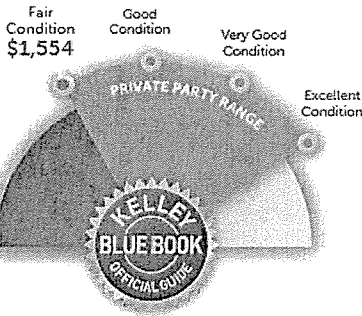
Like 4

Trade In to a Dealer

Get an Instant Cash Offer

Sell to a Private Party

Print report



Fair Condition

Private Party Values valid for your area through 5/15/2014

[Track this car's values](#)

### Price a New Car

Then browse reviews, photos, specs and more.

[See what you should pay](#)

### Sell Your Current Car

Reach millions of buyers on KBB.com and AutoTrader.com

[Place an ad](#)

Advertisement

Why ads?

Advertisement

Why ads?

### Tell Us About This Car

Owners like you rated the 2002 Crown Victoria 9.2 out of 10.

[Write your own review](#)

### Next Steps to Selling Your Car



Get an Instant Cash Offer

Find dealers ready to buy or trade in your car - today!

[Start your offer](#)

[Recently Viewed Cars](#) | [My Saved Cars](#) | [Save car](#)





## TOWN OF FLORENCE COUNCIL ACTION FORM

## AGENDA ITEM 12g.

**MEETING DATE:** June 2, 2014

**DEPARTMENT:** Administration

**STAFF PRESENTER:** Lisa Garcia, Deputy Town Manager/  
Town Clerk

**SUBJECT:** Special Event Liquor License Application

- Action**
- Information Only**
- Public Hearing**
- Resolution**
- Ordinance**
  - Regulatory
  - 1<sup>st</sup> Reading
  - 2<sup>nd</sup> Reading
- Other**

### **RECOMMENDED MOTION/ACTION:**

Authorization to forward a favorable recommendation to the Arizona Department of Liquor License and Control for Pinal County Mounted Posse's application for a Special Event Liquor License for a fundraiser being July 4, 2014, from 1:00 pm to 10:00 pm, at Heritage Park.

### **BACKGROUND/DISCUSSION:**

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. The Town Clerk's Office is in possession of a \$25.00 check, which will be forwarded to the Arizona Department of Liquor Licenses upon Council's approval.

### **FINANCIAL IMPACT:**

None

### **STAFF RECOMMENDATION:**

Staff recommends the 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)**

DLLC USE ONLY LICENSE #
----------------------------

1. Name of Organization: PINAL COUNTY MOUNTED POSSE

2. Non-Profit/I.R.S. Tax Exempt Number: 80-0768130

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

4. What is the purpose of this event? 4TH OF JULY "FREEDOM FEST" CELEBRATION

5. Location of the event: HERITAGE PARK N. MAIN ST. 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: Williams Jerry W. 1-18-50  
Last First Middle Date of Birth

7. Applicant's Mailing Address: P.O. Box 1128 Florence AZ 85132  
Street City State Zip

8. Phone Numbers: (831) 210-0204 ( ) ( )  
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>July 4th, 2014</u>	<u>FRIDAY</u>	<u>1:00 P.M.</u>	<u>10:00 P.M.</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 2 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 PINAL COUNTY MOUNTED POSSE 100%  
Percentage

Address P.O. Box 1128 FLORENCE AZ. 85132

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)

X # Police  Fencing  
\_\_\_\_ # Security personnel  Barriers

LOCAL POLICE DEPT. 6' CYCLONE FENCES (BALLFIELD)

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.

**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1**

18. I, JERRY WILLIAMS SR. 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 Jerry Williams Sr. (Signature) PRESIDENT (Title/Position) 5-15-14 (Date) (831) 210-0204 (Phone #)



Arizona County of Pinal  
 The foregoing instrument was acknowledged before me this 14 Day 5 Month 2014 Year

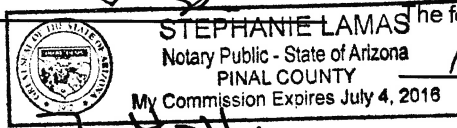
My Commission expires on: 7-4-14 (Date)

Stephanie Lamas (Signature of NOTARY PUBLIC)

**THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6**

19. I, JERRY WILLIAMS SR. 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 Jerry Williams Sr. (Signature) State of ARIZONA County of PINAL  
 The foregoing instrument was acknowledged before me this 15 Day 5 Month 14 Year



Stephanie Lamas (Signature of NOTARY PUBLIC)

My commission expires on: 7-4-14 (Date)

**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, \_\_\_\_\_ (Government Official) \_\_\_\_\_ (Title) hereby recommend this special event application on behalf of \_\_\_\_\_ (City, Town or County) \_\_\_\_\_ (Signature of OFFICIAL) \_\_\_\_\_ (Date)

**FOR DLLC DEPARTMENT USE ONLY**

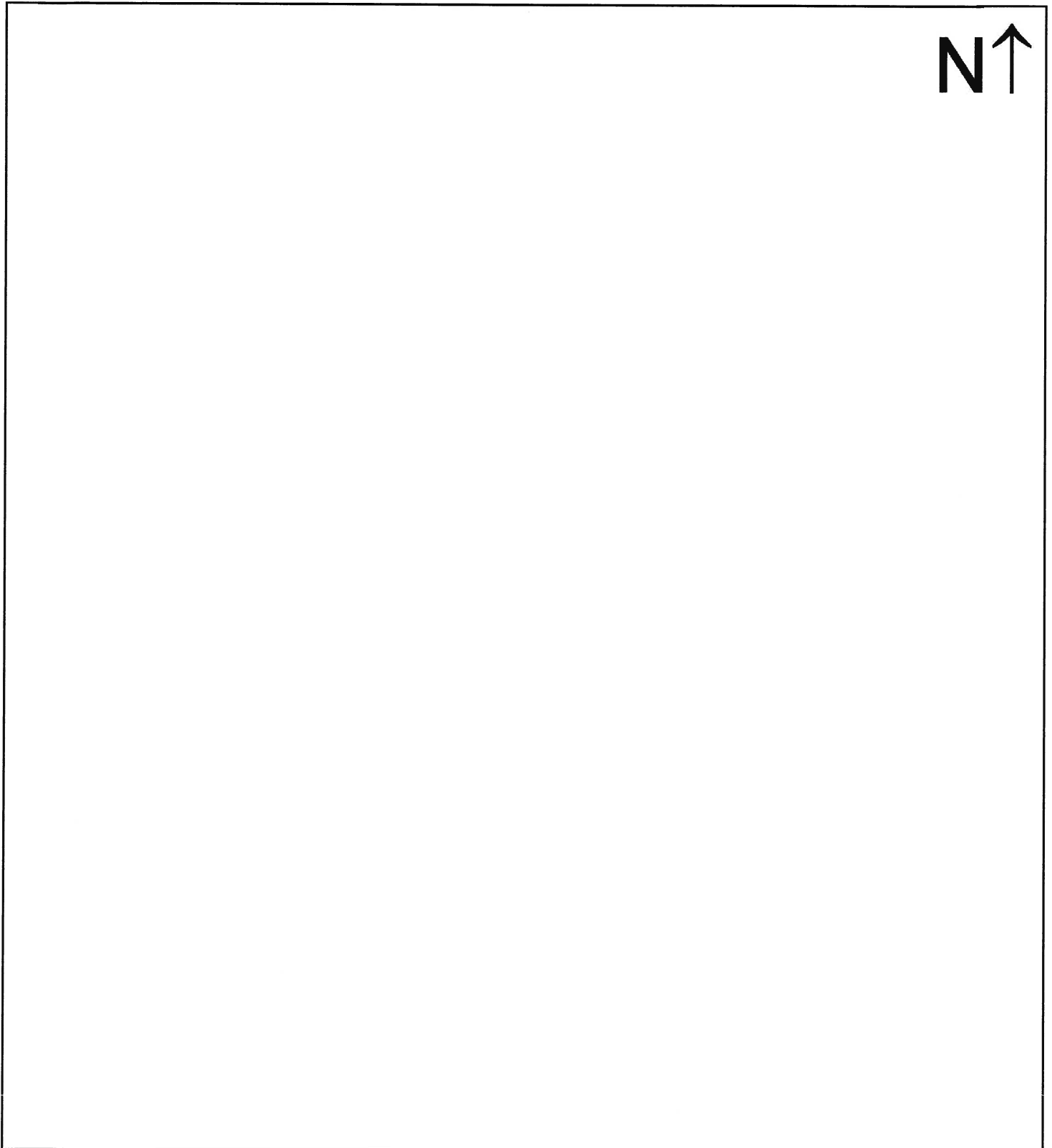
Department Comment Section:  
 \_\_\_\_\_  
 \_\_\_\_\_ (Employee) \_\_\_\_\_ (Date)

APPROVED  DISAPPROVED BY: \_\_\_\_\_  
 \_\_\_\_\_ (Title) \_\_\_\_\_ (Date)



**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.



**SERIES: 15 SPECIAL EVENT LICENSE (Temporary)**

**Non-transferable  
On-sale retail privileges**

**PURPOSE:**

**Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.**

**ADDITIONAL RIGHTS AND RESPONSIBILITIES:**

**The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.**

**If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.**

**Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.**

**The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.**

**A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that*, in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.**

**AVERAGE APPROVAL TIME: One (1) to seven (7) days.**

**PERIOD OF ISSUANCE:**

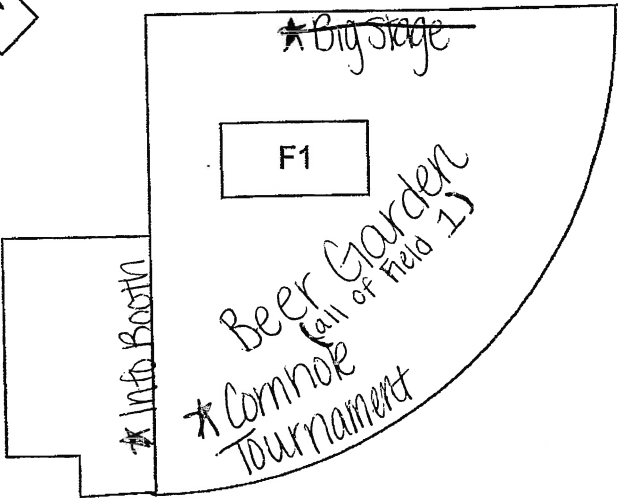
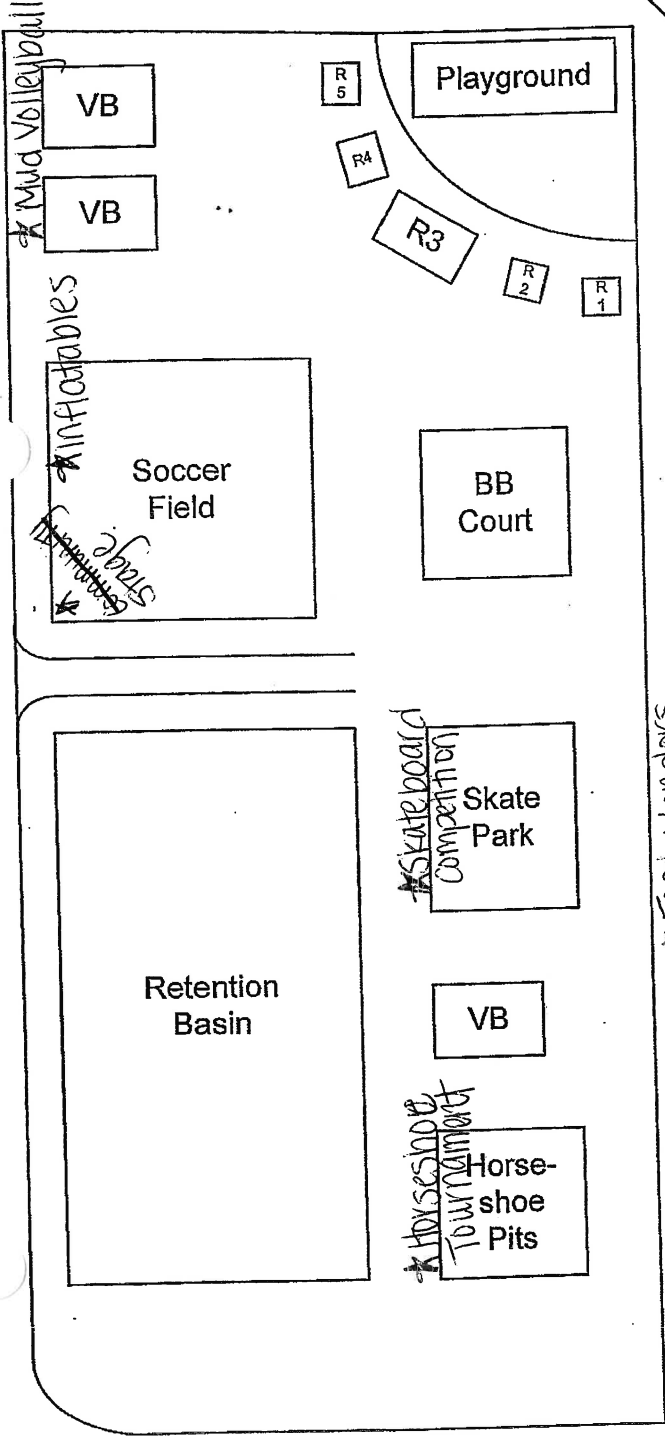
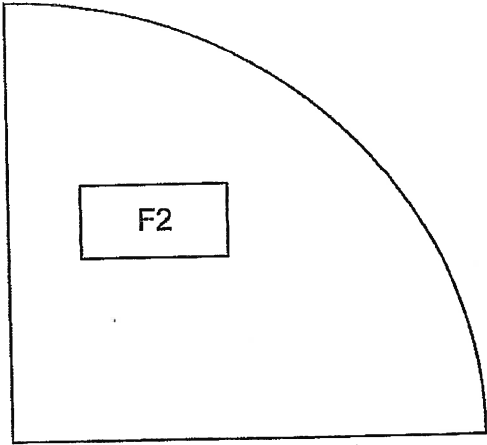
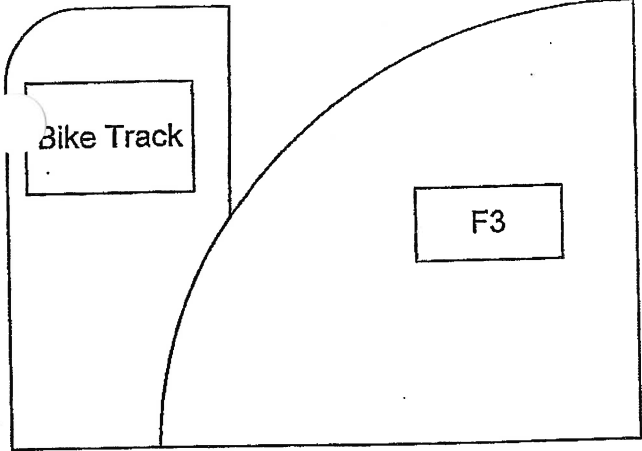
**Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.**

**FEES: \$25.00 per day.**

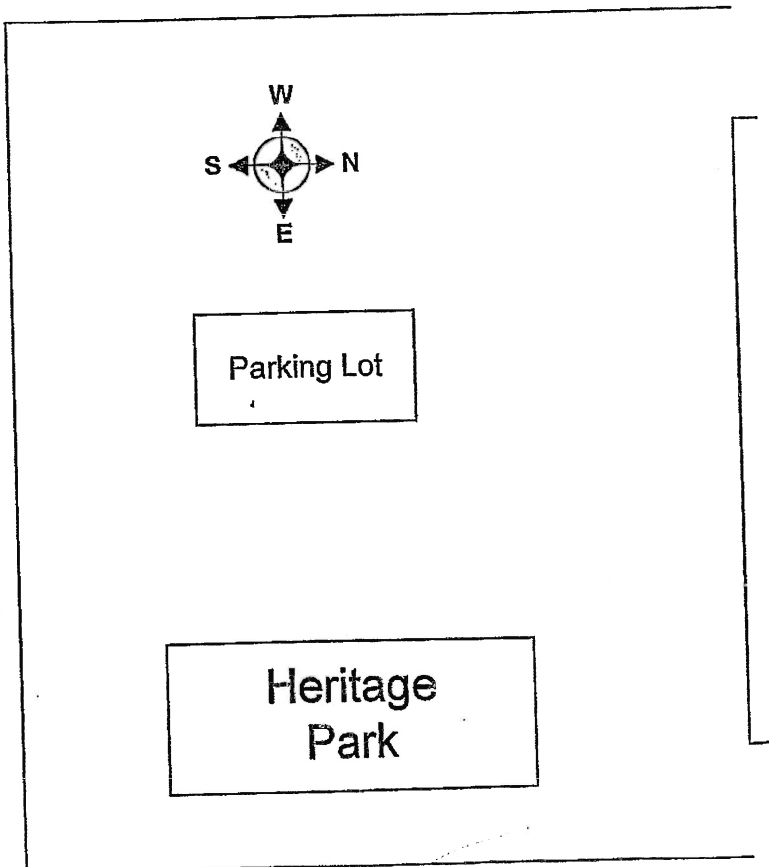
**ARIZONA STATUTES AND REGULATIONS:**

**ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.**

**Disabled individuals requiring special accommodations please call (602) 542-9027**



Food Vendors



**Town of Florence  
Summary of Warrants Paid  
As of April 2014**

<b>Source</b>	<b>Amount</b>
<b>Accounts Payable-Warrant Register</b>	<b>676,670.11</b>
<b>ACH/Wire Transfers</b>	
sales tax payments - ADOR	19,334.97
child support/assignment PR levys	8,108.96
credit/debit/analysis/bank fees	2,963.45
HSA payments	11,333.42
AFLAC payments	4,592.58
health insurance payments - CIGNA	165,874.72
worker's compensation	73,738.00
deferred comp payments	1,140.00
<b>Total Transfers</b>	<b>287,086.10</b>
<b>Electronic Retirement Transfer</b>	
ppd 1 - ASRS	44,824.77
ppd 2 - ASRS	48,331.57
ppd 3 - ASRS	47,031.72
ppd 1 - Securian (Firefighter Pension)	256.37
ppd 2 - Securian (Firefighter Pension)	246.44
ppd 3 - Securian (Firefighter Pension)	364.27
<b>Total Retirement Transfers</b>	<b>141,055.14</b>
<b>Payroll Transfer</b>	
ppd 1	216,772.68
ppd 2	238,487.48
ppd 3	
<b>Total Payroll Transfers</b>	<b>455,260.16</b>
<b>Credit Union Transfers</b>	
ppd 1	4,025.38
ppd 2	3,922.38
ppd 3	
<b>Total Credit Union Transfers</b>	<b>7,947.76</b>
<b>Electronic State Tax Transfers</b>	
ppd 1	8,568.30
ppd 2	8,431.45
ppd 3	8,835.84
<b>Total State Tax Deposits</b>	<b>25,835.59</b>
<b>Electronic Federal Tax Transfers</b>	
ppd 1	67,208.60
ppd 2	69,484.78
ppd 3	69,928.02
<b>Total Federal Tax Deposits</b>	<b>206,621.40</b>
<b>General Checking Account</b>	<b>\$1,800,476.26</b>
<b>Total Warrants</b>	<b>\$1,800,476.26</b>

**Town of Florence  
Warrant Register - April 2014**

Check Number	Check Issue Date	Name	Invoice No	Invoice Date	Description	Total Cost
50	4/29/2014	BANKCARD CENTER	A FELIZ	3/2/2014	Hotel reservation for Fury Comp at Disney	219.02
50	4/29/2014	BANKCARD CENTER	CALAMARI	3/2/2014	Hotel reservation for Fury Comp. at Disney	219.02
50	4/29/2014	BANKCARD CENTER	CR 4 EXTRA CHG	3/2/2014	Credit for Error charged	(109.51)
50	4/29/2014	BANKCARD CENTER	ERROR	3/4/2014	Charged extra night in error	119.51
50	4/29/2014	BANKCARD CENTER	EYE WASH HOMEDEP	3/11/2014	Mountable eye wash for faucet at Fire Station #1	69.06
50	4/29/2014	BANKCARD CENTER	HARKINS PRZ	3/2/2014	Harkins movie tickets for prizes	333.00
50	4/29/2014	BANKCARD CENTER	HOME DEPOT	2/11/2014	Wall mounted faucet for Fire Station #1	146.75
50	4/29/2014	BANKCARD CENTER	HOMEDEPOT	2/11/2014	Stainless steel sink for Fire Station #1	552.94
50	4/29/2014	BANKCARD CENTER	MARISCAL	3/3/2014	Hotel reservation for Fury Comp. at Disney	219.02
50	4/29/2014	BANKCARD CENTER	RENEWALS	3/12/2014	GoDaddy - Domain Name Renewals	40.68
50	4/29/2014	BANKCARD CENTER	VACUUM BGS	3/6/2014	Vacuum bags for Custodial Maintenance Workers	172.82
51	4/29/2014	BJ'S RESTAURANTS 446	CM 30914	3/9/2014	BJ'S RESTAURANTS	76.76
52	4/29/2014	CREATIVE BUS SALES CORP	11013195	3/27/2014	AZ repair for Senior Van	115.50
53	4/29/2014	DELTA AIR	APA CONF GO	4/11/2014	APA NATIONAL CONFERENCE - GILBERT OLGIN, DELTA AIRLINE	378.00
54	4/29/2014	EXPERTS EXCHANGE.COM	BASEANNUAL	3/3/2014	KNOWLEDGE BASE-ANNUAL	99.50
55	4/29/2014	GCI GUITAR CENTER SPO	GCI SR CTR	3/28/2014	GCI SPEAKER/MICH FOR Senior Center	74.68
56	4/29/2014	INDEED ( H.R.)	GIS COORD	3/2/2014	Classified Ad	30.42
56	4/29/2014	INDEED ( H.R.)	SETUP	3/2/2014	Classified Ad	72.98
57	4/29/2014	OFFICE DEPOT INC	699054761-001	2/20/2014	SELF INKING STAMPS	184.89
58	4/29/2014	OWPSACSTATE	WATERSYST	2/14/2014	TRAINING MANUAL WATER DISTRIBUTION SYSTEM	61.00
59	4/29/2014	PREZI INC	CM 30914	3/9/2014	PREZI INC	159.00
60	4/29/2014	RACKSPACE CLOUD	32489	4/1/2014	TOWN WEBSITE	73.30
61	4/29/2014	SOUTHWEST AIRLINES	FLT DH 7GB4DD	3/14/2014	FLIGHT FOR DAVID HILLS	332.00
61	4/29/2014	SOUTHWEST AIRLINES	J EVANS	3/26/2014	TRAINING/CONFERENCE	185.00
62	4/29/2014	SW HOTELS	D HILLS	3/17/2014	HOTEL FOR DAVID HILLS TRAINING	483.10
63	4/29/2014	THE SUPPLIES GUYS	368332	3/18/2014	PRINTER CARTRIDGES	156.50
64	4/29/2014	VEGAS.COM	32114	3/22/2014	CONFERENCE	1,202.64
64	4/29/2014	VEGAS.COM	CM 33114	3/31/2014	CONFERENCE TRAVEL	385.16
65	4/29/2014	WALMART COMMUNITY # 0005 7118	4.6CUFT REFRGER	3/5/2014	REFRIGERATOR FOR EVIDENCE 4.6	140.22
66	4/29/2014	WIGWAM RESORT	PD RQ DI	3/13/2014	APCO CONFERENCE RQ & DI	583.12
67	4/29/2014	WWW.1AND1.COM	32489	3/12/2014	1&1 WEB HOSTING-TN WEBSITE	49.99

92158	4/29/2014	VOID				(15.77)
93784	4/25/2014	VOID				(308.00)
93939	4/14/2014	VOID				(145.00)
93956	4/2/2014	Apache Junction Fire District	2576	3/20/2014	Maintenance to shope #134	174.00
93956	4/2/2014	Apache Junction Fire District	2577	3/20/2014	Maintenance to shope #122	1,925.44
93956	4/2/2014	Apache Junction Fire District	2578	3/20/2014	Maintenance and labor for shope 122	483.00
93957	4/2/2014	Arnold Machinery Company	Z93967	1/24/2014	Main broom motor control valve for ST046	340.28
93958	4/2/2014	Az Department of Public Safety	2X22 3/13	4/1/2014	Background Fingerprint Clearance Reports	44.00
93959	4/2/2014	BAKER & TAYLOR BOOKS	4010823769	3/20/2014	Fiction	12.00
93959	4/2/2014	BAKER & TAYLOR BOOKS	4010823770	3/20/2014	Children's books	13.79
93959	4/2/2014	BAKER & TAYLOR BOOKS	4010823771	3/20/2014	Fiction	94.14
93959	4/2/2014	BAKER & TAYLOR BOOKS	4010823772	3/20/2014	Non-Fiction	18.74
93959	4/2/2014	BAKER & TAYLOR BOOKS	4010823773	3/20/2014	Children's Books	165.05
93959	4/2/2014	BAKER & TAYLOR BOOKS	4010824096	3/20/2014	Audio Books	92.32
93959	4/2/2014	BAKER & TAYLOR BOOKS	4010824097	3/20/2014	Fiction	219.71
93959	4/2/2014	BAKER & TAYLOR BOOKS	T03425570	3/19/2014	CD'S	90.19
93960	4/2/2014	BENSON SYSTEMS	119471	3/17/2014	Alarm monitoring- Town Hall 4/1-6/30 Inspection, Intrusion System Service Agreement 4/1/2014-3/31/2015	558.44
93960	4/2/2014	BENSON SYSTEMS	119472	3/17/2014	Alarm System Monitoring Anthem Fire Station 4/1-4/30/2014	40.99
93960	4/2/2014	BENSON SYSTEMS	119648	3/17/2014	Alarm System Monitoring Fire & Security- Police/Evidence 4/1-6/30/2014	76.79
93961	4/2/2014	TEMPORARY VENDOR	CR20050065	3/31/2014	Restitution	24.17
93962	4/2/2014	Cintas Corporation	696689442	3/14/2014	Weekly fee for uniforms and mats for PW Dept.	34.84
93962	4/2/2014	Cintas Corporation	696689442	3/14/2014	Weekly fee for uniforms and mats for PW Dept.	48.92
93962	4/2/2014	Cintas Corporation	696689442	3/14/2014	Weekly fee for uniforms and mats for PW Dept.	3.91
93962	4/2/2014	Cintas Corporation	696689442	3/14/2014	Weekly fee for uniforms and mats for PW Dept.	3.31
93962	4/2/2014	Cintas Corporation	696689442	3/14/2014	Weekly fee for uniforms and mats for PW Dept.	0.54
93962	4/2/2014	Cintas Corporation	696691670	3/21/2014	Weekly fee for uniforms and mats for PW Dept.	0.54
93962	4/2/2014	Cintas Corporation	696691670	3/21/2014	Weekly fee for uniforms and mats for PW Dept.	3.31
93962	4/2/2014	Cintas Corporation	696691670	3/21/2014	Weekly fee for uniforms and mats for PW Dept.	3.91
93962	4/2/2014	Cintas Corporation	696691670	3/21/2014	Weekly fee for uniforms and mats for PW Dept.	50.54
93962	4/2/2014	Cintas Corporation	696691670	3/21/2014	Weekly fee for uniforms and mats for PW Dept.	34.84
93963	4/2/2014	Day Auto Supply, Inc.	610666	3/12/2014	Motor oil for AD-003	21.69

93963	4/2/2014	Day Auto Supply, Inc.	610666	3/12/2014	Oil and air filter for AD-003	32.18
93963	4/2/2014	Day Auto Supply, Inc.	610686	3/12/2014	Wiper blades for AD-003	11.28
93963	4/2/2014	Day Auto Supply, Inc.	610790	3/13/2014	Two batteries for Equipment	228.68
93963	4/2/2014	Day Auto Supply, Inc.	610865	3/13/2014	Oil and air filters for ST-28	61.30
93963	4/2/2014	Day Auto Supply, Inc.	610879	3/13/2014	Motor oil for ST-3,?St-28,ST-30	653.79
93963	4/2/2014	Day Auto Supply, Inc.	610879	3/13/2014	Air and oil filters for ST-3, ST-28 ST-30	110.76
93963	4/2/2014	Day Auto Supply, Inc.	610946	3/14/2014	Five hydraulic fitting caps	9.67
93963	4/2/2014	Day Auto Supply, Inc.	610948	3/14/2014	CREDIT	(57.69)
93963	4/2/2014	Day Auto Supply, Inc.	611027	3/14/2014	Transmission filter for ST-30	4.27
93963	4/2/2014	Day Auto Supply, Inc.	611224	3/17/2014	Motor oil for G332FD Town Hall Admin	30.36
93963	4/2/2014	Day Auto Supply, Inc.	611224	3/17/2014	Air and oil filter for G332FD Town Hall Admin	16.74
93963	4/2/2014	Day Auto Supply, Inc.	611293	3/18/2014	Retainer on door handle for G102DL PD Patrol	5.42
93963	4/2/2014	Day Auto Supply, Inc.	611302	3/18/2014	Spark plugs	5.85
93963	4/2/2014	Day Auto Supply, Inc.	611330	3/18/2014	Fuel filter for Power Vacuum engine WW-011	8.62
93963	4/2/2014	Day Auto Supply, Inc.	611416	3/19/2014	Electric brake controller for WW-007	125.01
93963	4/2/2014	Day Auto Supply, Inc.	611457	3/19/2014	Fuel filter and serpentine belt for G420FF PD Patrol	43.12
93963	4/2/2014	Day Auto Supply, Inc.	611461	3/19/2014	10-30W Motor oil for Shop	26.05
93963	4/2/2014	Day Auto Supply, Inc.	611461	3/19/2014	10-30W Motor oil for Shop	6.50
93963	4/2/2014	Day Auto Supply, Inc.	611461	3/19/2014	10-30W Motor oil for Shop	6.50
93963	4/2/2014	Day Auto Supply, Inc.	611461	3/19/2014	10-30W Motor oil for Shop	6.50
93963	4/2/2014	Day Auto Supply, Inc.	611461	3/19/2014	10-30W Motor oil for Shop	3.25
93963	4/2/2014	Day Auto Supply, Inc.	611461	3/19/2014	10-30W Motor oil for Shop	3.25
93963	4/2/2014	Day Auto Supply, Inc.	611476	3/19/2014	PL32WASH for G420FF PD Patrol	2.71
93963	4/2/2014	Day Auto Supply, Inc.	611572	3/20/2014	Motor oil for WW-009	30.36
93963	4/2/2014	Day Auto Supply, Inc.	611572	3/20/2014	Air and oil filter for WW-009	22.54
93963	4/2/2014	Day Auto Supply, Inc.	611588	3/20/2014	Blue Def additive for ST-51	15.21
93963	4/2/2014	Day Auto Supply, Inc.	611620	3/20/2014	Radiator cap for ST-028 JCB Loader	5.21
93963	4/2/2014	Day Auto Supply, Inc.	611691	3/21/2014	Battery for P.D. Evidence Building generator	172.56
93963	4/2/2014	Day Auto Supply, Inc.	611852	3/20/2014	Front brake pads for WW-009	60.86
93963	4/2/2014	Day Auto Supply, Inc.	612212	3/26/2014	Air hose adaptors	121.33
93964	4/2/2014	Dunn Transportation dba	11400 FINAL	2/14/2014	Trackless Trolley Rental for Country Thunder	5,000.00
93965	4/2/2014	EAP Preferred	12460	4/1/2014	EAP services - quarterly	910.02
93966	4/2/2014	EMPIRE SOUTHWEST	EMPS3318842	3/13/2014	Oil, air and transmission filters & hydraulic fuel for ST-003	296.70
93966	4/2/2014	EMPIRE SOUTHWEST	EMPS3321030	3/17/2014	Oil for Equipment	469.15
93967	4/2/2014	FLORENCE TRUE VALUE HARDWARE	208856	2/27/2014	Shelf, driver set, screws and twine.	93.67

93967	4/2/2014	FLORENCE TRUE VALUE HARDWARE	208857	2/27/2014	Wall Plate and Cable	21.15
93967	4/2/2014	FLORENCE TRUE VALUE HARDWARE	208858	2/27/2014	Batteries and Stud Finder	59.76
93967	4/2/2014	FLORENCE TRUE VALUE HARDWARE	208869	2/28/2014	Hole Saw - Nuts and Bolts	18.90
93967	4/2/2014	FLORENCE TRUE VALUE HARDWARE	208877	2/28/2014	Bolts and Screws	0.72
93967	4/2/2014	FLORENCE TRUE VALUE HARDWARE	209195	3/17/2014	Emergency: parts to repair Denite-East Pump NWWTP	4.34
93967	4/2/2014	FLORENCE TRUE VALUE HARDWARE	209209	3/18/2014	Operating Supplies for Park Maintenance- OPEN PO	14.85
93967	4/2/2014	FLORENCE TRUE VALUE HARDWARE	209216	3/18/2014	Part for NWWTP 4 3 WHT SxS Couplings	17.35
93967	4/2/2014	FLORENCE TRUE VALUE HARDWARE	209246	3/19/2014	Operating Supplies for Park Maintenance- OPEN PO	2.71
93967	4/2/2014	FLORENCE TRUE VALUE HARDWARE	209279	3/20/2014	Operating Supplies for Park Maintenance	64.45
93967	4/2/2014	FLORENCE TRUE VALUE HARDWARE	209290	3/20/2014	Lock for trailer door at Anthem Fire Station	15.21
93967	4/2/2014	FLORENCE TRUE VALUE HARDWARE	209316	3/21/2014	Operating Supplies for Park Maintenance	6.26
93967	4/2/2014	FLORENCE TRUE VALUE HARDWARE	209345	3/24/2014	Operating Supplies for Park Maintenance	54.32
93968	4/2/2014	GCR TIRE CENTERS	827-35872	3/12/2014	Four tires for WW-007	878.25
93968	4/2/2014	GCR TIRE CENTERS	827-35964	3/19/2014	Eight tires for PD Patrol	1,020.95
93969	4/2/2014	HOME DEPOT CREDIT SERVICES	5027503	3/25/2014	Light bulbs for McFarland Bldg.	223.67
93969	4/2/2014	HOME DEPOT CREDIT SERVICES	5027505	3/25/2014	Parts to install sink at Fire Station	62.76
93970	4/2/2014	New-Tech Electric & Communication LLC	106	3/21/2014	Replace contactor for exterior lights at Silver King	262.04
93970	4/2/2014	New-Tech Electric & Communication LLC	107	3/21/2014	Replace ballast in eight light fixtures for stand alone lighting w/battery backup at Florence PD	989.33
93970	4/2/2014	New-Tech Electric & Communication LLC	108	3/21/2014	Replace 5 exterior lights, run and install 110V branch circuit for entryway roof lights and install 110V timer at Senior Center	935.86
93970	4/2/2014	New-Tech Electric & Communication LLC	110	3/26/2014	Remove and replace lights in Town Hall Accounting office, hallway and front room.	721.95
93971	4/2/2014	Onstream Media Corporation	22659	3/14/2014	Monthly Onstream account	118.92
93972	4/2/2014	PINAL CO. FEDERAL CREDIT UNION	CR20130127	3/31/2014	Restitution	50.00
93973	4/2/2014	RSC Equipment Rental/ Safeguard Security	118130639-001	3/20/2014	Water truck rental NTE \$4000.00	1,829.04
93974	4/2/2014	Safeguard Security	682166	4/1/2014	Security System	97.77
93975	4/2/2014	SOUTHWESTERN BUSINESS FORMS	19386	3/12/2014	Envelopes	149.45



93976	4/2/2014	TESSCO INC.	743571	3/17/2014	GX440 - AC Adapters for Data Modems	87.72
93977	4/2/2014	THE WATER SHED	3897	3/24/2014	Water & Ice	31.81
93977	4/2/2014	THE WATER SHED	3926	3/24/2014	Water & Ice	46.07
93978	4/2/2014	TEMPORARY VENDOR	REIM REC	3/17/2014	Victim Services Training and Development Materials: Volunteers	279.90
93979	4/2/2014	WALMART COMMUNITY # 0005 7118	TR01383	2/28/2014	Replacement Drill and Screw Drivers	185.13
93979	4/2/2014	WALMART COMMUNITY # 0005 7118	TR05742	3/21/2014	INTERSESSION SUPPLIES	88.30
93980	4/2/2014	TEMPORARY VENDOR	P32846	2/5/2014	Remainder of payment for American Legion Sign	748.72
93981	4/2/2014	Aaron Lewis c/o Mark Tucker	PPE 03/21/14	3/31/2014	Levy	85.25
93982	4/2/2014	AZ PUBLIC SAFETY RETIREMENT	PPE 030214 FIRE	3/31/2014	RETIREMENT CONTRIBUTIONS FIRE	15,902.84
93982	4/2/2014	AZ PUBLIC SAFETY RETIREMENT	PPE 030214 FIRE	3/31/2014	Fire INSURANCE PREMIUM TAX	(898.76)
93982	4/2/2014	AZ PUBLIC SAFETY RETIREMENT	PPE30214 PD	3/31/2014	RETIREMENT CONTRIBUTIONS POLICE	15,827.90
93983	4/2/2014	CASELLE, INC.	56335	4/1/2014	Contract Support	1,496.00
93984	4/2/2014	COX COMMUNICATIONS	204998001 414	4/1/2014	Monthly Internet	940.00
93985	4/2/2014	Lippman & Reed (fka)	PPE 0321/14	3/31/2014	Levy	292.34
93986	4/2/2014	Nationwide Retirement Solution	PPE 0321/14	3/31/2014	Nationwide - deferred compensation	4,685.36
93987	4/2/2014	NEXTEL COMMUNICATIONS	573910311-148	3/25/2014	Data cards	189.95
93987	4/2/2014	NEXTEL COMMUNICATIONS	573910311-148	3/25/2014	Data cards	75.98
93987	4/2/2014	NEXTEL COMMUNICATIONS	573910311-148	3/25/2014	Data cards	683.82
93987	4/2/2014	NEXTEL COMMUNICATIONS	573910311-148	3/25/2014	Data cards	56.98
93987	4/2/2014	NEXTEL COMMUNICATIONS	573910311-148	3/25/2014	Data cards	56.99
93988	4/2/2014	PINAL CO. FEDERAL CREDIT UNION	CR2013-0132	3/31/2014	Restitution	53.14
93989	4/2/2014	SOUTHWEST GAS CORPORATION	7982371002 314	3/19/2014	GAS	118.14
93990	4/2/2014	SOUTHWESTERN BUSINESS FORMS	19188	2/18/2014	Accounts Payable Checks	147.98
93990	4/2/2014	SOUTHWESTERN BUSINESS FORMS	19189	2/18/2014	Payroll Checks	98.41
93990	4/2/2014	SOUTHWESTERN BUSINESS FORMS	19414	3/19/2014	Envelopes for Accounts Payable	72.26
93991	4/2/2014	United States Treasury	PPE 03/21/14	3/31/2014	Levy	75.00
93992	4/2/2014	UNITED WAY OF PINAL COUNTY	PPE 03/21/14	3/31/2014	EMPLOYEE CONTRIBUTIONS	7.00
93993	4/2/2014	USA Funds	PPE 03/21/14	3/31/2014	Levy	261.47
93994	4/4/2014	Florence Aero Modelers Club	21314	3/24/2014	Seal coat runway and paint	6,000.33
93995	4/4/2014	AGAINST ABUSE	201403	3/14/2014	Annual Child Abuse Conference (2 registrations)	50.00

93995	4/4/2014	AGAINST ABUSE	201405	3/31/2014	Annual Child Abuse Conference (2 registrations)	50.00
93996	4/4/2014	American Legal	97551	2/28/2014	Ordinances 20140S-10 Folio supplement and pages	692.70
93996	4/4/2014	American Legal	97676	3/17/2014	Ordinances 20140S-10 Folio supplement and pages	108.00
93997	4/4/2014	BANKCARD CENTER	3/26/2014	4/1/2014	IFSTA books for training class	534.90
93998	4/4/2014	CENTURYLINK	VARIOUS 414	3/16/2014	5829	47.80
93998	4/4/2014	CENTURYLINK	VARIOUS 414	3/16/2014	9627	270.18
93998	4/4/2014	CENTURYLINK	VARIOUS 414	3/16/2014	9176	46.64
93998	4/4/2014	CENTURYLINK	VARIOUS 414	3/16/2014	7347	93.51
93998	4/4/2014	CENTURYLINK	VARIOUS 414	3/16/2014	8030	45.03
93998	4/4/2014	CENTURYLINK	VARIOUS 414	3/16/2014	788	60.03
93998	4/4/2014	CENTURYLINK	VARIOUS 414	3/16/2014	7500	81.90
93998	4/4/2014	CENTURYLINK	VARIOUS 414	3/16/2014	236	45.03
93998	4/4/2014	CENTURYLINK	VARIOUS 414	3/16/2014	705	135.09
93998	4/4/2014	CENTURYLINK	VARIOUS 414	3/16/2014	246	46.82
93998	4/4/2014	CENTURYLINK	VARIOUS 414	3/16/2014	2394	47.80
93999	4/4/2014	OFFICE DEPOT INC	6957055130-01	3/7/2014	Supplies - paper	337.73
94000	4/4/2014	Progressive Hardscapes LLC	3/25/2014	3/25/2014	Mobilize traffic control for business access onto Main St. from Ruggles ,6th, and 8th Streets while maintaining access on 6th St. due to fire investigation	2,452.68
94001	4/4/2014	SGC Global Industries, LLC	3185	2/6/2014	SWAT Vest Officer Acavedo	611.57
94001	4/4/2014	SGC Global Industries, LLC	3187	2/6/2014	SWAT Vest Officer Acavedo	1,583.12
94002	4/4/2014	SURF & SKI ENTERPRISES	142376	5/22/2013	SWAT Vest Officer Acavedo	249.73
94003	4/4/2014	The WLB Group	108037A006-05A	2/24/2014	ANNEXATION - Magic Ranch & AZ Farms preparation	11,766.65
94004	4/7/2014	ARIZONA MAGISTRATES ASSOC	KK CONF 51113	3/10/2014	Magistrates conference	150.00
94005	4/7/2014	ARIZONA STATE TREASURER	Mar-14	4/1/2014	STATE SURCHARGES	16,152.61
94005	4/7/2014	ARIZONA STATE TREASURER	Mar-14	4/1/2014	STATE JCEF	432.26
94005	4/7/2014	ARIZONA STATE TREASURER	Mar-14	4/1/2014	STATE FINES	1,444.70
94005	4/7/2014	ARIZONA STATE TREASURER	Mar-14	4/1/2014	ZFAR 1	3,149.12
94005	4/7/2014	ARIZONA STATE TREASURER	Mar-14	4/1/2014	ZFAR 2	656.07
94006	4/7/2014	MetLife - Group Benefits	KM05993410 414	4/1/2014	Monthly Invoice	3,889.52
94007	4/7/2014	PINAL COUNTY TREASURER	Mar-14	4/1/2014	ASSESSMENT JUSTICE COURT FEE	82.66
94008	4/7/2014	VISION SERVICE PLAN	12253996 1	4/1/2014	VISION INSURANCE	1,645.28
94009	4/11/2014	Advanced Controls Corporation	14-1441	3/26/2014	Diagnostics/Labor for Town Hall AC	980.00
94009	4/11/2014	Advanced Controls Corporation	14-1441	3/26/2014	Parts to repair Town Hall AC	592.39
94010	4/11/2014	AmeriGas Propane	3027831966	3/21/2014	Propane for station #1	233.02

94011	4/11/2014	APD POWER CENTER, INC.	182403	3/27/2014	Solenoid for engine starter on ST-55 Ingersol/Rand Air Compressor	13.40
94012	4/11/2014	ARIZONA BLUE STAKE, INC.	2014-AA0247	1/31/2014	2014 Annual Assessment for Pinal County-FLORUT09	481.94
94013	4/11/2014	Arizona Office of Technology	0R053A	3/24/2014	Copy machine move to new station	200.00
94014	4/11/2014	AZ PUBLIC SERVICE COMPANY	AR0160000880	4/2/2014	Joint use Poles	596.84
94014	4/11/2014	AZ PUBLIC SERVICE COMPANY	AR0480003830	2/25/2014	Replace pole damaged by vehicle	8,008.41
94015	4/11/2014	BAKER & TAYLOR BOOKS	4010833779	3/31/2014	Audio Books	20.34
94015	4/11/2014	BAKER & TAYLOR BOOKS	4010833780	3/31/2014	Fiction	49.40
94015	4/11/2014	BAKER & TAYLOR BOOKS	4010833781	3/31/2014	Children's Books	26.54
94015	4/11/2014	BAKER & TAYLOR BOOKS	4010833782	3/31/2014	Audio Books	57.73
94015	4/11/2014	BAKER & TAYLOR BOOKS	4010833783	3/31/2014	Fiction	62.89
94015	4/11/2014	BAKER & TAYLOR BOOKS	4010833784	3/31/2014	Non-Fiction	518.84
94016	4/11/2014	BAXTER DESIGN GROUP LLC	398	1/8/2014	Miscellaneous requests to assist in various Project in Town for engineering issues	4,520.00
94017	4/11/2014	BIA	Apr-14	4/1/2014	104233	140.55
94017	4/11/2014	BIA	Apr-14	4/1/2014	104233	140.56
94017	4/11/2014	BIA	Apr-14	4/1/2014	353	233.75
94017	4/11/2014	BIA	Apr-14	4/1/2014	10522	110.00
94017	4/11/2014	BIA	Apr-14	4/1/2014	20509	46.20
94017	4/11/2014	BIA	Apr-14	4/1/2014	21243	61.60
94017	4/11/2014	BIA	Apr-14	4/1/2014	21241	3,717.32
94017	4/11/2014	BIA	Apr-14	4/1/2014	21242	1,276.81
94017	4/11/2014	BIA	Apr-14	4/1/2014	21245	8,937.88
94018	4/11/2014	BlueTarp Financial	30233938	3/13/2014	Northern Tool order: Tri-Ball hitch & Receiver/Coupler lock set WW05	199.47
94019	4/11/2014	Brady Industries, LLC	4418332	3/24/2014	Towels, tissue paper, soap, glass cleaner, dust mops for Custodians	233.17
94019	4/11/2014	Brady Industries, LLC	4424817	3/31/2014	Towels, tissue paper, soap, glass cleaner, dust mops for Custodians	40.25
94019	4/11/2014	Brady Industries, LLC	4424820	3/31/2014	Towels, tissue paper, soap, glass cleaner, dust mops for Custodians	1,564.62
94020	4/11/2014	Casa Gande Pumping Svc., Inc	8233	3/20/2014	Sludge hauling from N to S Plant Nte \$4000.00 8 loads	2,300.00
94021	4/11/2014	CASA GRANDE NEWSPAPERS	180318	3/5/2014	Classified Ad	16.01
94022	4/11/2014	Casa Grande Rent A Can	6930	3/5/2014	Jons for fishing derby	217.00
94023	4/11/2014	VOID				
94023	4/14/2014	VOID				
94024	4/11/2014	CENTERLINE SUPPLY WEST, INC.	69557	3/31/2014	Commercial Vehicle signs & cones	2,031.27
94025	4/11/2014	Central Az Solid Waste Inc	TOF1402	3/12/2014	Landfill Disposal Fees TOF 14.02	4,940.68
94026	4/11/2014	Cintas Corporation	696691671	3/21/2014	Weekly fee for uniforms and mats for Utility Dept.	3.17

94026	4/11/2014	Cintas Corporation	696691671	3/21/2014	Weekly fee for uniforms and mats for Utility Dept.	18.32
94026	4/11/2014	Cintas Corporation	696691671	3/21/2014	Weekly fee for uniforms and mats for Utility Dept.	9.81
94026	4/11/2014	Cintas Corporation	696691671	3/21/2014	Weekly fee for uniforms and mats for Utility Dept.	9.81
94026	4/11/2014	Cintas Corporation	696693906	3/28/2014	Weekly fee for uniforms and mats for PW Dept.	34.84
94026	4/11/2014	Cintas Corporation	696693906	3/28/2014	Weekly fee for uniforms and mats for PW Dept.	47.14
94026	4/11/2014	Cintas Corporation	696693906	3/28/2014	Weekly fee for uniforms and mats for PW Dept.	2.13
94026	4/11/2014	Cintas Corporation	696693906	3/28/2014	Weekly fee for uniforms and mats for PW Dept.	3.31
94026	4/11/2014	Cintas Corporation	696693906	3/28/2014	Weekly fee for uniforms and mats for PW Dept.	0.54
94026	4/11/2014	Cintas Corporation	696693907	3/28/2014	Weekly fee for uniforms and mats for Utility Dept.	3.17
94026	4/11/2014	Cintas Corporation	696693907	3/28/2014	Weekly fee for uniforms and mats for Utility Dept.	17.44
94026	4/11/2014	Cintas Corporation	696693907	3/28/2014	Weekly fee for uniforms and mats for Utility Dept.	9.36
94026	4/11/2014	Cintas Corporation	696693907	3/28/2014	Weekly fee for uniforms and mats for Utility Dept.	9.37
94026	4/11/2014	Cintas Corporation	696696164	4/4/2014	Weekly fee for uniforms and mats for PW Dept.	0.54
94026	4/11/2014	Cintas Corporation	696696164	4/4/2014	Weekly fee for uniforms and mats for PW Dept.	3.31
94026	4/11/2014	Cintas Corporation	696696164	4/4/2014	Weekly fee for uniforms and mats for PW Dept.	3.91
94026	4/11/2014	Cintas Corporation	696696164	4/4/2014	Weekly fee for uniforms and mats for PW Dept.	48.92
94026	4/11/2014	Cintas Corporation	696696164	4/4/2014	Weekly fee for uniforms and mats for PW Dept.	34.84
94027	4/11/2014	COOLIDGE ENGINE & PUMP, L.L.C.	5550	3/24/2014	Emergency repair: VFD & HOA switch in Main Control Panel	470.24
94027	4/11/2014	COOLIDGE ENGINE & PUMP, L.L.C.	5551	3/24/2014	Emergency repairs WWTP: Aerator Mixer Motors in Sludge pit	1,180.00
94028	4/11/2014	DANIEL HUGHES	REIM REC	3/24/2014	Business lunch reimbursement with: PCSO Chief and Coolidge Chief	39.96
94029	4/11/2014	Daniel, Helsdingen	409/14	4/4/2014	Per diem-4/9/14: Basic Investigation of Sexual Abuse	10.00
94030	4/11/2014	Day Auto Supply, Inc	611573	3/20/2014	Lift support for hood on WW-9	43.78
94030	4/11/2014	Day Auto Supply, Inc	611645	3/20/2014	Auto lift support	50.52
94030	4/11/2014	Day Auto Supply, Inc	611655	3/20/2014	Fuel pump for Power Vacuum WW-011	125.01
94030	4/11/2014	Day Auto Supply, Inc	611817	3/22/2014	Repair to alternator ST-28 JCB Load All	183.70
94030	4/11/2014	Day Auto Supply, Inc	611884	3/24/2014	Motor oil for G848GE PD Patrol	35.81

94030	4/11/2014	Day Auto Supply, Inc	611884	3/24/2014	Air and oil filter for G848GE PD Patrol	21.59
94030	4/11/2014	Day Auto Supply, Inc	611885	3/24/2014	Floor mats for G848GE PD Patrol	27.16
94030	4/11/2014	Day Auto Supply, Inc	611899	3/24/2014	Hydraulic oil for WW-022,023,024 Backhoes	25.57
94030	4/11/2014	Day Auto Supply, Inc	611899	3/24/2014	Hydraulic oil for WW-002,23,24 Backhoes	25.56
94030	4/11/2014	Day Auto Supply, Inc	611926	3/24/2014	Alternator and window regulator for G103DL PD Volunteer	305.16
94030	4/11/2014	Day Auto Supply, Inc	611929	3/24/2014	Electric toggle switch for ST-081	8.51
94030	4/11/2014	Day Auto Supply, Inc	611948	3/24/2014	Front brake pads and rotors for G870GE PD Patrol	306.94
94030	4/11/2014	Day Auto Supply, Inc	611965	3/24/2014	Socket for Shop	0.85
94030	4/11/2014	Day Auto Supply, Inc	611965	3/24/2014	Socket for Shop	0.85
94030	4/11/2014	Day Auto Supply, Inc	611965	3/24/2014	Socket for Shop	0.85
94030	4/11/2014	Day Auto Supply, Inc	611965	3/24/2014	Socket for Shop	0.85
94030	4/11/2014	Day Auto Supply, Inc	611965	3/24/2014	Socket for Shop	0.85
94030	4/11/2014	Day Auto Supply, Inc	611965	3/24/2014	Socket for Shop	0.85
94030	4/11/2014	Day Auto Supply, Inc	611965	3/24/2014	Socket for Shop	0.85
94030	4/11/2014	Day Auto Supply, Inc	611971	3/24/2014	Sockets for Shop	1.20
94030	4/11/2014	Day Auto Supply, Inc	611971	3/24/2014	Sockets for Shop	1.19
94030	4/11/2014	Day Auto Supply, Inc	611971	3/24/2014	Sockets for Shop	1.19
94030	4/11/2014	Day Auto Supply, Inc	611971	3/24/2014	Sockets for Shop	1.19
94030	4/11/2014	Day Auto Supply, Inc	611971	3/24/2014	Sockets for Shop	1.19
94030	4/11/2014	Day Auto Supply, Inc	611971	3/24/2014	Sockets for Shop	1.19
94030	4/11/2014	Day Auto Supply, Inc	612031	3/25/2014	Battery for G413FF PD Patrol	129.04
94030	4/11/2014	Day Auto Supply, Inc	612051	3/25/2014	Trailer wire plug connector on WW-011 Power Vacuum	5.55
94030	4/11/2014	Day Auto Supply, Inc	612155	3/26/2014	Brake rotor and Pad axle for G031ET PD Patrol	289.57
94030	4/11/2014	Day Auto Supply, Inc	612203	3/26/2014	Outside AC filter for ST-3 Cat Backhoe	16.92
94030	4/11/2014	Day Auto Supply, Inc	612269	3/27/2014	Hydraulic oil for ST-6	51.13
94030	4/11/2014	Day Auto Supply, Inc	612288	3/27/2014	Motor Oil for G031ET PD Patrol	17.90
94030	4/11/2014	Day Auto Supply, Inc	612288	3/27/2014	Air and oil filter for G031ET PD Patrol	20.60
94030	4/11/2014	Day Auto Supply, Inc	612316	3/27/2014	Open PO for Operating supplies	94.85
94030	4/11/2014	Day Auto Supply, Inc	612365	3/27/2014	Motor Tune Up and Brakleen for Shop	25.80
94030	4/11/2014	Day Auto Supply, Inc	612365	3/27/2014	Motor Tune Up and Brakleen for Shop	25.75
94030	4/11/2014	Day Auto Supply, Inc	612365	3/27/2014	Motor Tune Up and Brakleen for Shop	25.75
94030	4/11/2014	Day Auto Supply, Inc	612365	3/27/2014	Motor Tune Up and Brakleen for Shop	25.75
94030	4/11/2014	Day Auto Supply, Inc	612365	3/27/2014	Motor Tune Up and Brakleen for Shop	25.75
94030	4/11/2014	Day Auto Supply, Inc	612365	3/27/2014	Motor Tune Up and Brakleen for Shop	25.75
94030	4/11/2014	Day Auto Supply, Inc	612408	3/28/2014	Gasket maker for the Shop	9.11

94030	4/11/2014	Day Auto Supply, Inc	612408	3/28/2014	Gasket maker for the Shop	9.00
94030	4/11/2014	Day Auto Supply, Inc	612408	3/28/2014	Gasket maker for the Shop	9.00
94030	4/11/2014	Day Auto Supply, Inc	612408	3/28/2014	Gasket maker for the Shop	9.00
94030	4/11/2014	Day Auto Supply, Inc	612408	3/28/2014	Gasket maker for the Shop	9.00
94030	4/11/2014	Day Auto Supply, Inc	612408	3/28/2014	Gasket maker for the Shop	9.00
94030	4/11/2014	Day Auto Supply, Inc	612415	3/28/2014	Motor oil for G0097FR PD Patrol	30.36
94030	4/11/2014	Day Auto Supply, Inc	612415	3/28/2014	Air and oil filter for G097FR PD Patrol	20.58
94030	4/11/2014	Day Auto Supply, Inc	612460	3/28/2014	Blue DET	30.41
94030	4/11/2014	Day Auto Supply, Inc	612745	4/1/2014	Transmission oil for ST - 023 Patch Truck	511.32
94030	4/11/2014	Day Auto Supply, Inc	612938	4/2/2014	Purchase of ball hitch for PD Patrol	29.34
94031	4/11/2014	TEMPORARY VENDOR	10116816	4/1/2014	Refund water deposit	105.02
94032	4/11/2014	DESERT BORING AND EXCAVATION	7012	3/25/2014	Excavation 6 main break Centennial Park Ave"	625.00
94033	4/11/2014	DPC ENTERPRISES, L.P.	272000171-14	3/19/2014	10-150 lb. CL2 cylinders for NWWTP & Wells	436.80
94033	4/11/2014	DPC ENTERPRISES, L.P.	272000171-14	3/19/2014	10-150 lb. CL2 cylinders for NWWTP & Wells	436.80
94034	4/11/2014	Economists.com, LLC	03114W2200	3/31/2014	Johnson Utility impact Analysis	7,475.90
94035	4/11/2014	TEMPORARY VENDOR	10105508OP	4/1/2014	Overpayment 10105508	28.82
94035	4/11/2014	TEMPORARY VENDOR	10204406	4/1/2014	Overpayment 10204406	6.13
94036	4/11/2014	TEMPORARY VENDOR	REF ACTIVITY	4/1/2014	Refund customer - child withdrawn from activity	30.00
94037	4/11/2014	EVANS JENNIFER	328/14	4/2/2014	Travel business meeting	62.72
94038	4/11/2014	FLORENCE TRUE VALUE HARDWARE	209306	3/21/2014	Emergency Purchase for NWWTP parts: Twine, Sprayer, Cable Tie	14.51
94038	4/11/2014	FLORENCE TRUE VALUE HARDWARE	209374	3/25/2014	Emergency parts to repair at NWWTP	51.42
94038	4/11/2014	FLORENCE TRUE VALUE HARDWARE	209383	3/25/2014	Marking paint 24 blue and 24 green	260.36
94038	4/11/2014	FLORENCE TRUE VALUE HARDWARE	209407	3/26/2014	60lb Concrete for 440 E Florence Heights	43.26
94038	4/11/2014	FLORENCE TRUE VALUE HARDWARE	209408	3/26/2014	Emergency parts to repair at NWWTP	(0.95)
94038	4/11/2014	FLORENCE TRUE VALUE HARDWARE	209421	3/27/2014	PTEF SEAL TAPE	2.80
94038	4/11/2014	FLORENCE TRUE VALUE HARDWARE	209431	3/27/2014	Operating Supplies for Park Maintenance- OPEN PO	4.33
94038	4/11/2014	FLORENCE TRUE VALUE HARDWARE	209451	3/27/2014	Emergency purchase to Kill Bees: 3 pack of Foggers	6.84
94038	4/11/2014	FLORENCE TRUE VALUE HARDWARE	209516	4/1/2014	Operating Supplies for Park Maintenance	35.49
94038	4/11/2014	FLORENCE TRUE VALUE HARDWARE	209529	4/4/2014	Operating Supplies for Park Maintenance	17.38
94038	4/11/2014	FLORENCE TRUE VALUE HARDWARE	209588	4/3/2014	Operating Supplies for Park Maintenance	17.33
94038	4/11/2014	FLORENCE TRUE VALUE HARDWARE	209589	4/3/2014	Operating Supplies for Park Maintenance	5.46
94038	4/11/2014	FLORENCE TRUE VALUE HARDWARE	209610	4/4/2014	Operating Supplies for Park Maintenance	30.93

94038	4/11/2014	FLORENCE TRUE VALUE HARDWARE	209612	4/4/2014	Operating Supplies for Park Maintenance	0.97
94038	4/11/2014	FLORENCE TRUE VALUE HARDWARE	209613	4/4/2014	CREDIT	(7.73)
94039	4/11/2014	FRANK, ANDREWS	REIM 33114	3/31/2014	Reimbursement for Uniform work boots.	29.89
94039	4/11/2014	FRANK, ANDREWS	REIM 33114	3/31/2014	Reimbursement for Uniform work boots.	29.89
94040	4/11/2014	GERRY WILE	2036807995	3/26/2014	Printing costs reimbursement	58.51
94040	4/11/2014	GERRY WILE	2036807995	3/26/2014	Printing costs reimbursement	108.08
94041	4/11/2014	Gifts Galore Store	18878	4/3/2014	Easter eggs for Eggstravaganza	240.00
94042	4/11/2014	GRAINGER, INC.	9392088341	3/18/2014	NWWTP Submersible Sewage Pump 2 HP 4LE18	1,042.44
94043	4/11/2014	HACH COMPANY	8754093	3/24/2014	Chlorine 50-75mg/L 2mL pk/20Ampules Standard Solutions as Cl2	62.35
94044	4/11/2014	HARKIN'S THEATRES	40914	4/10/2014	Summer field trip	180.00
94045	4/11/2014	Harrington Industrial Plastic	1688329	3/24/2014	New Actuator for SWWTP	366.80
94046	4/11/2014	HERBERT F. FITZPATRICK	3251	3/28/2014	Labor for speakers, phones, data	185.00
94047	4/11/2014	JONES AUTO CENTER	144803	3/24/2014	Spacer and retainer for G103DL PD Patrol	5.44
94047	4/11/2014	JONES AUTO CENTER	144856	3/25/2014	Lamp for G921GL PD Patrol	110.83
94047	4/11/2014	JONES AUTO CENTER	73032	3/13/2014	Replacement of transmission in G031ET PD Patrol	2,667.13
94047	4/11/2014	JONES AUTO CENTER	73126	3/14/2014	Replacement of ABS and Trac light Module on G032ET PD Patrol	970.63
94048	4/11/2014	VOID				
94048	4/22/2014	VOID				
94049	4/11/2014	L. N. CURTIS and SONS	5031779-00	3/19/2014	Replacement axes	114.25
94050	4/11/2014	LISA, GASTON	4/10/2014	4/2/2014	Per diem 4/10/14	10.00
94050	4/11/2014	LISA, GASTON	409/14	4/4/2014	Per diem 4/9/14-Basic Investigation of Sexual Abuse	10.00
94051	4/11/2014	TEMPORARY VENDOR	10220904	4/8/2014	Refund water deposit	45.18
94051	4/11/2014	TEMPORARY VENDOR	10220904OP	4/8/2014	Overpayment 1022094	48.31
94052	4/11/2014	TEMPORARY VENDOR	11204804	4/1/2014	Refund water deposit	100.77
94053	4/11/2014	MURTHA, THOMAS	33014-4/04/14	3/28/2014	Reimbursement for registration fees for inspector class (final)	435.00
94053	4/11/2014	MURTHA, THOMAS	33014-4/04/14	3/28/2014	Per Diem for class \$33 x 5= \$165.	165.00
94054	4/11/2014	NATIONAL FIRE CONTROL	AM-041491	3/27/2014	Quarterly billing /Fire alarm monitoring/ McFarland Park	105.00
94055	4/11/2014	TEMPORARY VENDOR	10316302	4/1/2014	Refund water deposit	69.08
94056	4/11/2014	Oden Construction	1	4/2/2014	Town Hall Trash Enclosure	10,000.00
94057	4/11/2014	OFFICE DEPOT INC	702200212-001	3/19/2014	Office Supplies: paper, hand sanitizer, etc.	16.28

94057	4/11/2014	OFFICE DEPOT INC	702200212-001	3/19/2014	Office Supplies: paper, hand sanitizer, etc.	16.28
94057	4/11/2014	OFFICE DEPOT INC	702200212-001	3/19/2014	Office Supplies: paper, hand sanitizer, etc.	16.30
94057	4/11/2014	OFFICE DEPOT INC	702780771-001	3/27/2014	Notepads, Labels and Manila Folders	37.50
94058	4/11/2014	Peter Kelm	REF WK BTS 32814	3/28/2014	Reimbursement for Uniform work boots.	54.02
94058	4/11/2014	Peter Kelm	REF WK BTS 32814	3/28/2014	Reimbursement for Uniform work boots.	27.01
94058	4/11/2014	Peter Kelm	REF WK BTS 32814	3/28/2014	Reimbursement for Uniform work boots.	27.01
94059	4/11/2014	PETTY CASH - SENIOR CENTER	316-407/14	4/10/2014	Petty Cash	173.90
94060	4/11/2014	PINAL CO. FEDERAL CREDIT UNION	1-50 1/100 314	4/4/2014	Visa Gift Card	160.00
94061	4/11/2014	POSITIVE PROMOTIONS	4949156	3/28/2014	Dispatcher development items	164.91
94062	4/11/2014	Progressive Hardscapes LLC	15541	3/31/2014	Retainage	(2,755.80)
94062	4/11/2014	Progressive Hardscapes LLC	5541	3/31/2014	Bomanite Imprinted Concrete	27,557.95
94063	4/11/2014	RAMIREZ, JENNIFER	422-25/14	4/9/2014	Per Diem	68.00
94064	4/11/2014	TEMPORARY VENDOR	CR2013-0026	4/10/2014	BOND	254.00
94065	4/11/2014	RAY'S PRINTING	19099	2/3/2014	Printing-Bookmark Contest	218.70
94066	4/11/2014	RECORDED BOOKS, LLC	1519702 2/7	4/1/2014	COP Westerns 3rd Q 2014 - 2nd @ 2015	1,071.73
94067	4/11/2014	Ricoh USA, Inc.	5030031673	3/22/2014	Base charge 03/30/14-04/29/14	95.30
94068	4/11/2014	RIGHT AWAY DISPOSAL	738496	4/1/2014	RAD SANIATION CONTRACT COMMERCIAL	7,196.00
94069	4/11/2014	TEMPORARY VENDOR	10501131	4/1/2014	Refund water deposit	7.11
94070	4/11/2014	SAN DIEGO POLICE EQUIP. CO.	611372	4/1/2014	Ammo for .223 rifles	2,910.88
94071	4/11/2014	TEMPORARY VENDOR	10603523	4/1/2014	Refund water deposit	74.58
94072	4/11/2014	TEMPORARY VENDOR	2118234RI	9/13/2013	Uniforms: 1 shirt/1 trouser	129.64
94073	4/11/2014	smartschoolsplus, inc dba	517-019	4/4/2014	John Mitchell Contract	4,099.26
94073	4/11/2014	smartschoolsplus, inc dba	517-019	4/4/2014	John Mitchell Contract	4,099.26
94074	4/11/2014	SOUND IMAGE	0032206-IN	3/19/2014	Audio visual equipment for station #2	23,998.65
94075	4/11/2014	STOTZ EQUIPMENT	P27161	3/26/2014	Two hydraulic lines for the mower	145.47
94076	4/11/2014	SYMBOLARTS, LLC	0207141-IN	2/7/2014	Badges for Volunteer's part 1 of 2 orders	1,050.00
94076	4/11/2014	SYMBOLARTS, LLC	0207141-IN	2/7/2014	Badges for Volunteer's part 2 of 2 orders	390.00
94077	4/11/2014	UNITED EXTERMINATING	175368	4/1/2014	Exterminating fees	25.00
94077	4/11/2014	UNITED EXTERMINATING	176933	4/1/2014	Exterminating fees	35.00
94077	4/11/2014	UNITED EXTERMINATING	176934	4/1/2014	Exterminating fees	25.00
94077	4/11/2014	UNITED EXTERMINATING	176935	4/1/2014	Exterminating fees	25.00
94077	4/11/2014	UNITED EXTERMINATING	176936	4/1/2014	Exterminating fees	18.00
94077	4/11/2014	UNITED EXTERMINATING	176937	4/1/2014	Exterminating fees	50.00
94077	4/11/2014	UNITED EXTERMINATING	176938	4/1/2014	Exterminating fees	50.00



94077	4/11/2014	UNITED EXTERMINATING	176939	4/1/2014	Exterminating fees	25.00
94078	4/11/2014	UNITED FIRE EQUIPMENT CO.	520772	3/17/2014	Brush pants for members	178.70
94079	4/11/2014	USABlueBook - ACCT 703717	299096	3/21/2014	DPD 1 (free) for 10 mL sample, 1000pk (2105528) Item #32840	390.40
94080	4/11/2014	WALMART COMMUNITY # 0005 7118	TR00968	4/2/2014	Break room supplies	27.52
94080	4/11/2014	WALMART COMMUNITY # 0005 7118	TR02283	3/28/2014	Supplies for Pooch Party	188.21
94081	4/11/2014	WAXIE SANITARY SUPPLY	74508941	3/28/2014	Soap dispensers for new station	26.75
94082	4/11/2014	WILBUR-ELLIS COMPANY	7850146	3/31/2014	Weed Killer	714.78
94083	4/11/2014	Southern Arizona Chapter of ICC	JPENROD DUES14	4/11/2014	AZBO MEMBERSHIP - JASON PENROD	25.00
94084	4/11/2014	Aaron Lewis c/o Mark Tucker	PPE 0404/14	4/11/2014	Levy	289.66
94085	4/11/2014	AZ PUBLIC SAFETY RETIREMENT	PPE 0404/14FIRE	4/11/2014	RETIREMENT CONTRIBUTIONS FIRE	12,067.17
94085	4/11/2014	AZ PUBLIC SAFETY RETIREMENT	PPE 0404/14FIRE	4/11/2014	Fire INSURANCE PREMIUM TAX	(898.76)
94085	4/11/2014	AZ PUBLIC SAFETY RETIREMENT	PPE 404/14PD	4/11/2014	RETIREMENT CONTRIBUTIONS POLICE	15,558.61
94086	4/11/2014	Lippman & Reed (fka)	PPE 0404/14	4/11/2014	Levy	292.34
94087	4/11/2014	Nationwide Retirement Solution	PPE 0404/14	4/11/2014	Nationwide - deferred comp	4,830.11
94088	4/11/2014	PINAL CO. FEDERAL CREDIT UNION	CR2013-0133	4/8/2014	Restitution	53.14
94089	4/11/2014	United States Treasury	PPE 0404/14	4/11/2014	Levy	75.00
94090	4/11/2014	UNITED WAY OF PINAL COUNTY	PPE 0404/14	4/11/2014	EMPLOYEE CONTRIBUTIONS	7.00
94091	4/11/2014	USA Funds	PPE 0404/14	4/11/2014	Levy	182.96
94092	4/14/2014	B&H PHOTO VIDEO	80273329	2/17/2014	Yamaha Receiver for Music in the center	349.95
94093	4/14/2014	COX COMMUNICATIONS	607998101 414	3/25/2014	One time charge install/add outlet	47.17
94094	4/14/2014	ECKHOFF, MARK	APA 425-3014	4/11/2014	2014 APA NATIONAL CONFERENCE - PER DIEM	216.00
94095	4/14/2014	FLORENCE CHAMBER OF COMMERCE	1937	4/10/2014	Chamber luncheon/ seminar: Chief, Lt. Tryon, Deanna	36.00
94096	4/14/2014	TEMPORARY VENDOR	CR2011-0034	4/9/2014	BOND	180.37
94097	4/14/2014	Michael Angel Berlanga	14-Mar	4/10/2014	Karate Instructor	250.00
94098	4/14/2014	OLGIN, GILBERT	APA CON 425-3014	4/11/2014	2014 APA NATIONAL CONFERENCE - PER DIEM	216.00
94099	4/14/2014	PINAL CO. FEDERAL CREDIT UNION	130YR	4/14/2014	Visa Gift Card	305.00
94100	4/14/2014	Sir Bounce Alot, Inc.	881	4/10/2014	Bounce house for Easter	418.80
94101	4/14/2014	SURF & SKI ENTERPRISES	143451	10/4/2013	Halloween Bags	713.14
94101	4/14/2014	SURF & SKI ENTERPRISES	143537	10/24/2013	Halloween Ribbons	406.94
94102	4/14/2014	UpBeat INC	543806	2/13/2014	Mutt mitts	347.44
94103	4/16/2014	A.C. Sanitation Service, LLC	32	3/31/2014	Landfill fees for March 2014 Bio-solid waste removal invoice#32	11,521.56

94104	4/16/2014	AGAPE, INC	13648	4/1/2014	Replacement of program window	114.80
94105	4/16/2014	AQUATIC ENVIRONMENTAL	IN34118	3/31/2014	Pool- parts and repair	491.75
94106	4/16/2014	BEARING-BELT & CHAIN INC.	1318039	4/6/2014	SWWTP-Secondary screening conveyor	394.02
94107	4/16/2014	Benefit Intelligence, Inc. (ConsultADoc)	10	4/9/2014	Monthly Consult A Doc Services	570.00
94108	4/16/2014	CASA GRANDE NEWSPAPERS	867697001	3/7/2014	Ads for Fishing Derby and Pooch Party 2014	153.00
94108	4/16/2014	CASA GRANDE NEWSPAPERS	87865401	3/29/2014	Ads for Fishing Derby and Pooch Party 2014	153.00
94108	4/16/2014	CASA GRANDE NEWSPAPERS	PZC1314-ZC	3/20/2014	PUBLIC HEARING PZC-13-14-ZC / PZC-41-13-ZC	26.44
94108	4/16/2014	CASA GRANDE NEWSPAPERS	PZC41-13-ZC	3/20/2014	PUBLIC HEARING PZC-13-14-ZC / PZC-41-13-ZC	27.91
94109	4/16/2014	CEMEX	9428215830	3/31/2014	100 tons of ABC for Well #5 NTE \$1,500 for Well #5	1,038.38
94110	4/16/2014	Cintas Corporation	696696165	4/4/2014	Weekly fee for uniforms and mats for Utility Dept.	3.17
94110	4/16/2014	Cintas Corporation	696696165	4/4/2014	Weekly fee for uniforms and mats for Utility Dept.	18.32
94110	4/16/2014	Cintas Corporation	696696165	4/4/2014	Weekly fee for uniforms and mats for Utility Dept.	9.81
94110	4/16/2014	Cintas Corporation	696696165	4/4/2014	Weekly fee for uniforms and mats for Utility Dept.	9.81
94111	4/16/2014	Day Auto Supply, Inc	612181	3/26/2014	10-30w oil	52.05
94111	4/16/2014	Day Auto Supply, Inc	613184	4/3/2014	Repairs for NWWTP: Blow Gun, Air Filters.	69.22
94112	4/16/2014	DESERT BORING AND EXCAVATION	7019	3/31/2014	Emergency excavation @ 1460 Centennial Park	500.00
94113	4/16/2014	EAST VALLEY SPORTS	40114	4/1/2014	T-Ball equipment	504.81
94114	4/16/2014	Farnsworth Wholesale Company	S2277809001	1/28/2014	226-00086312-000 Smith Blair 8 Full Circle repair clamp"	283.51
94115	4/16/2014	FLORENCE TRUE VALUE HARDWARE	209448	3/27/2014	Key	4.33
94115	4/16/2014	FLORENCE TRUE VALUE HARDWARE	209517	4/1/2014	NWWTP Emergency: Upper 4th Basin air shut off.	46.76
94115	4/16/2014	FLORENCE TRUE VALUE HARDWARE	209534	4/1/2014	Purchase of Permatex adhesive to repair sprayer	8.36
94115	4/16/2014	FLORENCE TRUE VALUE HARDWARE	209537	4/2/2014	Nails	3.79
94115	4/16/2014	FLORENCE TRUE VALUE HARDWARE	209548	4/2/2014	NWWTP Emergency: Upper 4th Basin for shut off.	12.54
94115	4/16/2014	FLORENCE TRUE VALUE HARDWARE	209663	4/8/2014	Operating Supplies for Park Maintenance- OPEN PO	17.38
94115	4/16/2014	FLORENCE TRUE VALUE HARDWARE	209680	4/8/2014	SWWTP: Supplies 6 gallons distilled water, 2 x 20 75 GA Stretch film"	76.22
94115	4/16/2014	FLORENCE TRUE VALUE HARDWARE	209685	4/8/2014	Operating Supplies for Park Maintenance	20.74
94115	4/16/2014	FLORENCE TRUE VALUE HARDWARE	209718	4/9/2014	Operating Supplies for Park Maintenance	8.69

94116	4/16/2014	HACH COMPANY	8765511	3/31/2014	Chlorine Reagent, Total, DPD, AccuVac Ampules, pk/25 - 2503025	181.36
94117	4/16/2014	HILL BROTHERS CHEMICAL CO,	5077531	3/31/2014	Restock of Sodium Bisulfate for SWWTP	3,054.40
94118	4/16/2014	HOBBY LOBBY STORES, INC.	43608132	4/9/2014	Supplies for Pinterest class	12.56
94119	4/16/2014	HOME DEPOT CREDIT SERVICES	1338672	2/7/2014	Small tools: 6 push brooms	123.72
94120	4/16/2014	TEMPORARY VENDOR	711212 REISSUE	2/5/2014	Refund garbage deposit	24.00
94121	4/16/2014	OFFICE DEPOT INC	696541763-001	3/13/2014	Office supplies	430.91
94121	4/16/2014	OFFICE DEPOT INC	696542183-001	3/13/2014	Office supplies	4.25
94121	4/16/2014	OFFICE DEPOT INC	701671498-001	3/25/2014	Office Supplies: Batteries for calculators.	5.17
94121	4/16/2014	OFFICE DEPOT INC	702828191-001	3/27/2014	Credit	(4.25)
94122	4/16/2014	ORIENTAL TRADING CO	662926369-01	4/3/2014	Supplies for Easter Eggstravaganza	128.00
94123	4/16/2014	Pinal Co. Environmental Health	BP0906614	4/1/2014	Annual permit to operate swimming pool	192.00
94124	4/16/2014	Pro-Tec Environmental, Inc.	14031801	3/20/2014	Sewer Line Cleaning in Florence Garden	4,991.25
94125	4/16/2014	SAFEWAY INC.	801868/032414	3/24/2014	Supplies	7.13
94126	4/16/2014	VOID				
94127	4/16/2014	Sunrise Engineering	72186	3/12/2014	Professional Services thru 2/28/14 CIP U-73	6,157.20
94128	4/16/2014	THE WATER SHED	3898	3/24/2014	Water and Ice for Utility Department	19.60
94128	4/16/2014	THE WATER SHED	3898	3/24/2014	Water and Ice for Utility Department	19.60
94128	4/16/2014	THE WATER SHED	4006	3/31/2014	Water and Ice for utility department	13.57
94128	4/16/2014	THE WATER SHED	4006	3/31/2014	Water and Ice for utility department	13.58
94128	4/16/2014	THE WATER SHED	4007	3/31/2014	Water and Ice for PD	32.91
94128	4/16/2014	THE WATER SHED	4046	4/7/2014	Water and Ice for the Utility department	16.87
94128	4/16/2014	THE WATER SHED	4046	4/7/2014	Water and Ice for the Utility department	16.86
94128	4/16/2014	THE WATER SHED	4054	4/7/2014	Water and Ice for PD	30.44
94129	4/16/2014	UNITED EXTERMINATING	175370	4/1/2014	APRIL 2014 EXTERMINATING	25.00
94129	4/16/2014	UNITED EXTERMINATING	176912	3/25/2014	Pest control for the year	35.00
94130	4/16/2014	WALMART COMMUNITY # 0005 7118	TR00057	4/10/2014	Bats for T-Ball	97.11
94130	4/16/2014	WALMART COMMUNITY # 0005 7118	TR00472	4/9/2014	Bats for T-Ball	23.46
94130	4/16/2014	WALMART COMMUNITY # 0005 7118	TR00473	4/9/2014	Supplies for Fitness Center	47.93
94130	4/16/2014	WALMART COMMUNITY # 0005 7118	TR06452	4/8/2014	Supplies for Easter Eggstravaganza	37.34
94131	4/16/2014	WATER MOVERS	82005	3/1/2014	Emergency installation of pump at SWWTP 3/1-3/3	6,446.87
94132	4/17/2014	SAM'S CLUB #4927	SAFETY CHA 50	4/15/2014	To purchase 50 child safety seats with Grant\$	2,500.00
94133	4/17/2014	WEX BANK	36336510	4/1/2014	Online Fee	5.00

94133	4/17/2014	WEX BANK	36336510	4/1/2014	Fuel	24,035.74
94134	4/18/2014	319-PRAXAIR DISTRIBUTION INC	49030527	4/3/2014	Drive motor and drive wheels to repair Miller Matic 250 welder	516.16
94135	4/18/2014	Advanced Controls Corporation	14-1442	4/9/2014	Replacement of defective refrigeration compressor at Town Hall	1,717.68
94136	4/18/2014	AK-CHIN FIRE DEPARTMENT	FIREINSP1-2	4/14/2014	Fire inspection 1 & 2 course fees	170.00
94137	4/18/2014	ARIZONA GLOVE & SAFETY	7332047	4/7/2014	Soap and soap dispensers for all TOF facilities	1,270.36
94138	4/18/2014	ARIZONA MUNICIPAL CLERKS ASSOC	YH BH DUES	4/10/2014	Membership fees - Yvonne and Brandy	80.00
94139	4/18/2014	ARIZONA PUBLIC SERVICE	14-Apr	4/7/2014	ELECTRIC	214.17
94139	4/18/2014	ARIZONA PUBLIC SERVICE	14-Apr	4/7/2014	ELECTRIC	1,121.03
94139	4/18/2014	ARIZONA PUBLIC SERVICE	14-Apr	4/7/2014	ELECTRIC	69.10
94139	4/18/2014	ARIZONA PUBLIC SERVICE	14-Apr	4/7/2014	ELECTRIC	69.10
94139	4/18/2014	ARIZONA PUBLIC SERVICE	14-Apr	4/7/2014	ELECTRIC	1,373.89
94139	4/18/2014	ARIZONA PUBLIC SERVICE	14-Apr	4/7/2014	ELECTRIC	943.47
94139	4/18/2014	ARIZONA PUBLIC SERVICE	14-Apr	4/7/2014	ELECTRIC	1,095.14
94139	4/18/2014	ARIZONA PUBLIC SERVICE	14-Apr	4/7/2014	ELECTRIC	832.38
94139	4/18/2014	ARIZONA PUBLIC SERVICE	14-Apr	4/7/2014	ELECTRIC	586.44
94139	4/18/2014	ARIZONA PUBLIC SERVICE	14-Apr	4/7/2014	ELECTRIC	2,204.69
94139	4/18/2014	ARIZONA PUBLIC SERVICE	14-Apr	4/7/2014	ELECTRIC	440.07
94139	4/18/2014	ARIZONA PUBLIC SERVICE	14-Apr	4/7/2014	ELECTRIC	2,073.48
94139	4/18/2014	ARIZONA PUBLIC SERVICE	14-Apr	4/7/2014	ELECTRIC	4,000.50
94139	4/18/2014	ARIZONA PUBLIC SERVICE	14-Apr	4/7/2014	ELECTRIC	4,899.84
94139	4/18/2014	ARIZONA PUBLIC SERVICE	14-Apr	4/7/2014	ELECTRIC	25,833.08
94139	4/18/2014	ARIZONA PUBLIC SERVICE	14-Apr	4/7/2014	ELECTRIC	166.08
94140	4/18/2014	Arizona Public Service Company	454526287 414	4/7/2014	SLID #1	1,428.19
94140	4/18/2014	Arizona Public Service Company	521526288 414	4/7/2014	SLID #2	1,518.57
94140	4/18/2014	Arizona Public Service Company	915626281 414	4/7/2014	SLID #3	585.97
94141	4/18/2014	BAKER & TAYLOR BOOKS	2553148	4/7/2014	Credit	(23.59)
94141	4/18/2014	BAKER & TAYLOR BOOKS	4010838680	4/3/2014	Fiction	32.36
94141	4/18/2014	BAKER & TAYLOR BOOKS	4010838681	4/3/2014	Audio Books	107.16
94141	4/18/2014	BAKER & TAYLOR BOOKS	4010838682	4/3/2014	Children's Books	411.80

94141	4/18/2014	BAKER & TAYLOR BOOKS	T03807930	4/2/2014	CD'S	89.45
94142	4/18/2014	BOUND TREE MEDICAL LLC	81397007	4/10/2014	Stethoscope	260.84
94143	4/18/2014	CASA GRANDE NEWSPAPERS	PN 2STORY FAC	3/27/2014	Public Notice Publications (3/20,3/27)	58.91
94143	4/18/2014	CASA GRANDE NEWSPAPERS	PN APPS BD	3/27/2014	Ad for boards and commission	88.13
94144	4/18/2014	CENTERLINE SUPPLY WEST, INC.	69580	3/26/2014	30 Red on while NO DUMPING " signs"	804.76
94145	4/18/2014	CENTURYLINK	0238/0118 414	4/1/2014	0238-911 locator phone line	78.71
94145	4/18/2014	CENTURYLINK	0238/0118 414	4/1/2014	0118-Trunk Line (phone)	678.99
94146	4/18/2014	Cintas Corporation	696698415	4/11/2014	Payment for Weekly uniforms & mats for utility dept.	34.84
94146	4/18/2014	Cintas Corporation	696698415	4/11/2014	Payment for Weekly uniforms & mats for utility dept.	131.92
94146	4/18/2014	Cintas Corporation	696698415	4/11/2014	Payment for Weekly uniforms & mats for utility dept.	3.91
94146	4/18/2014	Cintas Corporation	696698415	4/11/2014	Payment for Weekly uniforms & mats for utility dept.	3.31
94146	4/18/2014	Cintas Corporation	696698415	4/11/2014	Payment for Weekly uniforms & mats for utility dept.	0.54
94147	4/18/2014	CMI, INC.	798324	4/4/2014	Breath test supplies (6) boxes - lot of 100	180.35
94148	4/18/2014	Code Red Appliance Svc., Inc.	48741	3/28/2014	Service Call dishwasher repair	75.00
94149	4/18/2014	Corporate Flooring Solutions, Inc.	1133	4/7/2014	Carpet cleaning at Town Hall	819.00
94150	4/18/2014	Daniel, Helsdingen	41014	3/23/2014	Lunch Per Diem-Offender Watch and Training	10.00
94151	4/18/2014	David Peterson	41614-618/14	3/14/2014	Lunch Per Diem-AGTS Training (10 lunches)	100.00
94152	4/18/2014	Day Auto Supply, Inc	612744	4/1/2014	Thermostat, housing and antifreeze for ST-29	24.75
94152	4/18/2014	Day Auto Supply, Inc	612809	4/1/2014	Mirror for ST-9	16.94
94152	4/18/2014	Day Auto Supply, Inc	612960	4/2/2014	Tail lamp for G029ET PD Patrol	4.01
94152	4/18/2014	Day Auto Supply, Inc	613078	4/3/2014	Motor oil for G974GH	26.56
94152	4/18/2014	Day Auto Supply, Inc	613078	4/3/2014	Air and oil filter for G974GH ST- 80	21.59
94152	4/18/2014	Day Auto Supply, Inc	613087	4/3/2014	Motor Oil for WW-27	30.35
94152	4/18/2014	Day Auto Supply, Inc	613087	4/3/2014	Air and oil filter for WW-27	30.65
94152	4/18/2014	Day Auto Supply, Inc	613103	4/3/2014	Two batteries for ST-003 Cat Back hoe	225.47
94152	4/18/2014	Day Auto Supply, Inc	613111	4/3/2014	2 cycle oil for weed eaters	51.92
94152	4/18/2014	Day Auto Supply, Inc	613150	4/3/2014	Right angle S T PGTL, and three lamps for WW-11 Power Vacuum	17.53
94152	4/18/2014	Day Auto Supply, Inc	613224	4/4/2014	Motor oil for G871GE Polic Dept Patrol	30.59

94152	4/18/2014	Day Auto Supply, Inc	613224	4/4/2014	Air and oil filter for G871GE Pd Patrol	21.60
94152	4/18/2014	Day Auto Supply, Inc	613246	4/4/2014	Five air line female quick connect couplers	31.47
94152	4/18/2014	Day Auto Supply, Inc	613251	4/4/2014	PL32WASH for ST-80	1.95
94152	4/18/2014	Day Auto Supply, Inc	613306	4/4/2014	Tail light grommets for WW-11	5.61
94152	4/18/2014	Day Auto Supply, Inc	613308	4/4/2014	Two rear back up lights for ST-055	9.33
94152	4/18/2014	Day Auto Supply, Inc	613639	4/8/2014	Two rear back up lights for ST-055	35.10
94152	4/18/2014	Day Auto Supply, Inc	613728	4/9/2014	Battery for121	193.44
94152	4/18/2014	Day Auto Supply, Inc	614038	4/11/2014	Fitting 3300 x 8	5.76
94152	4/18/2014	Day Auto Supply, Inc	614287	4/14/2014	Open PO for Park Maintenance purchases	29.34
94153	4/18/2014	DEPT OF ECONOMIC SECURITY	20400102 414	4/11/2014	UNEMPLOYMENT	166.40
94153	4/18/2014	DEPT OF ECONOMIC SECURITY	20400102 414	4/11/2014	UNEMPLOYMENT	275.96
94153	4/18/2014	DEPT OF ECONOMIC SECURITY	20400102 414	4/11/2014	UNEMPLOYMENT	3,360.00
94153	4/18/2014	DEPT OF ECONOMIC SECURITY	20400102 414	4/11/2014	UNEMPLOYMENT	(392.80)
94154	4/18/2014	DICKINSON WRIGHT PLLC	917894	4/4/2014	Professional Services-Johnson Utilities	5,902.12
94155	4/18/2014	East Valley Office Supply, Inc	CM100356	7/16/2013	Credit memo	(139.21)
94155	4/18/2014	East Valley Office Supply, Inc	IN-1034371	3/28/2014	PRIZES FOR BOOKMARK WINNERS	126.34
94155	4/18/2014	East Valley Office Supply, Inc	IN-1034372	3/28/2014	SAFETY EQUIPMENT	47.48
94155	4/18/2014	East Valley Office Supply, Inc	IN-1034658	4/1/2014	PRIZES FOR BOOKMARK WINNERS	6.61
94155	4/18/2014	East Valley Office Supply, Inc	IN-1034808	4/2/2014	SAFETY EQUIPMENT	21.87
94156	4/18/2014	EGGERS, KYLE	20021	4/4/2014	Reimbursement for shoes	75.62
94157	4/18/2014	EMERSON NETWORK POWER	SI177883	2/28/2014	Bad Fan - Data Center - Battery Backup	2,073.08
94158	4/18/2014	FBI Training Unit	DH 50814	3/31/2014	Training FBI: Leadership Under Pressure	99.00
94158	4/18/2014	FBI Training Unit	TRYON T50814	3/31/2014	Training FBI: Leadership Under Pressure	99.00
94159	4/18/2014	FLORENCE CHAMBER OF COMMERCE	1938	4/11/2014	Professional services agreement	16,250.00
94160	4/18/2014	FLORENCE TRUE VALUE HARDWARE	209745	4/10/2014	Operating Supplies for Park Maintenance- OPEN PO	3.24
94160	4/18/2014	FLORENCE TRUE VALUE HARDWARE	209784	4/11/2014	Operating Supplies for Park Maintenance- OPEN PO	5.42
94160	4/18/2014	FLORENCE TRUE VALUE HARDWARE	209786	4/11/2014	Velcro for par tags	53.23
94160	4/18/2014	FLORENCE TRUE VALUE HARDWARE	209811	4/14/2014	Operating Supplies for Park Maintenance- OPEN PO	12.17
94161	4/18/2014	Gary A. Smith, MD, FAAFP	19	3/31/2014	Firefighter Physicals	615.12

94161	4/18/2014	Gary A. Smith, MD, FAAFP	19	3/31/2014	Firefighter Physicals	1,496.88
94162	4/18/2014	GCR TIRE CENTERS	827-36115	3/26/2014	Four tires for PD Patrol	561.76
94163	4/18/2014	TEMPORARY VENDOR	5535221	3/31/2014	Inspected oven for temperature variations	259.00
94164	4/18/2014	inContact, Inc.	124574554	4/10/2014	Telephone	489.13
94165	4/18/2014	JCG Technologies	4188	4/1/2014	Support services package - Liberty	458.79
94166	4/18/2014	Johnson Utilities	13808101 414	4/5/2014	Water at station #2	33.70
94166	4/18/2014	Johnson Utilities	13808201 314	3/10/2014	Meter charges	1,166.07
94167	4/18/2014	JONES AUTO CENTER	73830	4/2/2014	Replacement of pinion seal on WW-5	158.42
94168	4/18/2014	KLIX, RENEE	416-61814	3/24/2014	Lunch Per Diem for AGTS Training (10 lunches)	100.00
94169	4/18/2014	L. N. CURTIS and SONS	5030347-00	3/31/2014	29 draeger air cylinders and quick connect adaptors	12,678.39
94169	4/18/2014	L. N. CURTIS and SONS	5030347-001	3/31/2014	QC fill adaptors	2,707.89
94169	4/18/2014	L. N. CURTIS and SONS	5032395-00	4/7/2014	Adapters for new ladder	901.38
94170	4/18/2014	L.R. Cowan Concrete Co., INC.	JOB 1325 01	3/21/2014	Off-site driveway work/ Florence Fire Station #2	19,511.00
94170	4/18/2014	L.R. Cowan Concrete Co., INC.	JOB 1325 1	3/21/2014	On-site driveway work/ Florence Fire Station #2	10,847.00
94171	4/18/2014	LEXIS NEXIS	1403492676	3/31/2014	Research - March 2014	175.00
94172	4/18/2014	Maas-Rowe Carillons, Inc.	8721	3/28/2014	TOF clock - install new drive and paint hands	550.00
94173	4/18/2014	MURTHA, THOMAS	108732	3/30/2014	Hotel for class taken	504.40
94174	4/18/2014	OFFICE DEPOT INC	702956509-001	3/28/2014	CD Labels	20.86
94175	4/18/2014	PETTY CASH - FINANCE	317-415/14	4/15/2014	Water for Council	5.09
94175	4/18/2014	PETTY CASH - FINANCE	317-415/14	4/15/2014	Meeting (ice & drinks)	56.30
94175	4/18/2014	PETTY CASH - FINANCE	317-415/14	4/15/2014	Water	4.58
94175	4/18/2014	PETTY CASH - FINANCE	317-415/14	4/15/2014	Cleaners ( robe)	10.50
94175	4/18/2014	PETTY CASH - FINANCE	317-415/14	4/15/2014	Postage	11.20
94175	4/18/2014	PETTY CASH - FINANCE	317-415/14	4/15/2014	Postage	10.00
94175	4/18/2014	PETTY CASH - FINANCE	317-415/14	4/15/2014	APA Workshop	65.00
94175	4/18/2014	PETTY CASH - FINANCE	317-415/14	4/15/2014	Office supplies	26.63
94176	4/18/2014	PINAL CO SHERIFF'S OFFICE	Feb-14	2/11/2014	INMATE HOUSING	3,887.31
94177	4/18/2014	PRANZO ENTERPRISES, INC.	EP1402	4/6/2014	Materials and installation of new post and handrail at McFarland	649.31
94178	4/18/2014	RSC Equipment Rental/	118627764	4/4/2014	Water truck rental NTE \$4000.00	544.72
94179	4/18/2014	SECRETARY OF STATE	B SICHLING FILE	4/17/2014	Notary Filing Fee	43.00
94180	4/18/2014	SOUTHWEST GAS CORPORATION	14-Apr	4/1/2014	GAS	36.59
94180	4/18/2014	SOUTHWEST GAS CORPORATION	14-Apr	4/1/2014	GAS	41.50
94180	4/18/2014	SOUTHWEST GAS CORPORATION	14-Apr	4/1/2014	GAS	62.86
94181	4/18/2014	Southwest Sweeper Sales	5316	4/3/2014	Sweeper repairs to broom areas	6,573.29
94182	4/18/2014	SPRINT	5.03214E+12	3/8/2014	Monthly Phone Bill	880.00
94182	4/18/2014	SPRINT	5.04314E+12	4/8/2014	Monthly Phone Bill	880.00
94183	4/18/2014	SURF & SKI ENTERPRISES	144356	4/15/2014	Shirts for T-Ball	738.52
94184	4/18/2014	UNITED EXTERMINATING	162140	9/3/2013	Exterminating fees-PW	45.00

94184	4/18/2014	UNITED EXTERMINATING	163795	2/25/2014	Pest control	25.00
94184	4/18/2014	UNITED EXTERMINATING	164682	2/3/2014	Exterminating fees-South Plant	45.00
94184	4/18/2014	UNITED EXTERMINATING	175369	4/1/2014	Exterminating fees- Silver King	25.00
94184	4/18/2014	UNITED EXTERMINATING	175371	4/1/2014	Exterminating fees-Town Hall	35.00
94184	4/18/2014	UNITED EXTERMINATING	175372	4/1/2014	Pest control	25.00
94184	4/18/2014	UNITED EXTERMINATING	176940	4/1/2014	Exterminating fees	35.00
94184	4/18/2014	UNITED EXTERMINATING	176983	4/16/2014	Monthly Pest Control	25.00
94185	4/18/2014	Verizon Wireless	9722206219	3/31/2014	Cell phones	248.51
94185	4/18/2014	Verizon Wireless	9722206219	3/31/2014	Cell phones	170.29
94185	4/18/2014	Verizon Wireless	9722206219	3/31/2014	Cell phones	17.93
94185	4/18/2014	Verizon Wireless	9722206219	3/31/2014	Cell phones	53.43
94185	4/18/2014	Verizon Wireless	9722206219	3/31/2014	Cell phones	63.43
94185	4/18/2014	Verizon Wireless	9722206219	3/31/2014	Cell phones	19.53
94185	4/18/2014	Verizon Wireless	9722206219	3/31/2014	Cell phones	89.29
94185	4/18/2014	Verizon Wireless	9722206219	3/31/2014	Cell phones	384.22
94185	4/18/2014	Verizon Wireless	9722206219	3/31/2014	Cell phones	573.72
94185	4/18/2014	Verizon Wireless	9722206219	3/31/2014	Cell phones	293.74
94185	4/18/2014	Verizon Wireless	9722206219	3/31/2014	Cell phones	117.79
94185	4/18/2014	Verizon Wireless	9722206219	3/31/2014	Cell phones	89.29
94185	4/18/2014	Verizon Wireless	9722206219	3/31/2014	Cell phones	17.93
94185	4/18/2014	Verizon Wireless	9722206219	3/31/2014	Cell phones	153.45
94185	4/18/2014	Verizon Wireless	9722206219	3/31/2014	Cell phones	53.43
94185	4/18/2014	Verizon Wireless	9722206219	3/31/2014	Cell phones	635.12
94185	4/18/2014	Verizon Wireless	9722206219	3/31/2014	Cell phones	173.45
94185	4/18/2014	Verizon Wireless	9722206219	3/31/2014	Cell phones	173.44
94185	4/18/2014	Verizon Wireless	9722206219	3/31/2014	Cell phones	35.86
94185	4/18/2014	Verizon Wireless	9722206219	3/31/2014	Cell phones	131.52
94185	4/18/2014	Verizon Wireless	9722206219	3/31/2014	Cell phones	53.43
94185	4/18/2014	Verizon Wireless	9722206219	3/31/2014	Cell phones	(118.16)
94186	4/18/2014	WALMART COMMUNITY # 0005 7118	TR04271	3/18/2014	Webcam for Admin Conference Room - Interviews	65.15
94186	4/18/2014	WALMART COMMUNITY # 0005 7118	TR04350	4/3/2014	Supplies for the kitchen	99.21
94186	4/18/2014	WALMART COMMUNITY # 0005 7118	TR04350	4/3/2014	Supplies for the kitchen	234.75
94187	4/18/2014	WALTER, JAMES	6959	4/6/2014	Laundry supplies	5.42
94188	4/18/2014	WAXIE SANITARY SUPPLY	74535914	4/11/2014	Soap dispensers for new station	250.85
94188	4/18/2014	WAXIE SANITARY SUPPLY	CM74508941	4/11/2014	Toilet brush caddy returned	(19.10)
94189	4/18/2014	Wist Office Products	1211130	4/3/2014	Binders	38.59
94189	4/18/2014	Wist Office Products	1211136	4/3/2014	Binders and paper	26.88
94190	4/22/2014	A & M PIZZA	MEETING42214	4/22/2014	Food for staff meeting retreat	110.43
94191	4/22/2014	ARIZONA STATE PRISON- FLORENCE	32014F115-REV	4/3/2014	INMATE LABOR / CEMETERY	41.25
94191	4/22/2014	ARIZONA STATE PRISON- FLORENCE	32014F115-REV	4/3/2014	INMATE LABOR/ ROW CLEANUP	90.00
94192	4/22/2014	TEMPORARY VENDOR	509029	4/11/2014	Refund water deposit	80.01
94193	4/22/2014	Barker Morrissey Contracting, Inc.	13064	4/16/2014	Retainage	(5,421.23)



94193	4/22/2014	Barker Morrissey Contracting, Inc.	13064 2/7	3/1/2014	Brunenkant Building Stabilization/Rehabilitation	54,212.35
94194	4/22/2014	BC GRAPHICS	94711	4/15/2014	Caps for Utilities department staff	73.10
94194	4/22/2014	BC GRAPHICS	94711	4/15/2014	Caps for Utilities department staff	146.20
94194	4/22/2014	BC GRAPHICS	94711	4/15/2014	Caps for Utilities department staff	73.11
94195	4/22/2014	BEARING-BELT & CHAIN INC.	1317241	3/31/2014	Chain replacement lower clarifier at NWWTP.	2,653.15
94195	4/22/2014	BEARING-BELT & CHAIN INC.	1317243	3/31/2014	Chain replacement lower clarifier at NWWTP.	3,539.93
94196	4/22/2014	TEMPORARY VENDOR	REF PERMIT FEE	4/18/2014	Refund partial permit fees/application changed	358.50
94197	4/22/2014	Canyon State Wireless	1340258	3/19/2014	(4) Radio headsets and ear buds for dispatch	350.45
94198	4/22/2014	TEMPORARY VENDOR	10306110	4/14/2014	Refund water deposit	58.46
94199	4/22/2014	Cintas Corporation	696698416	4/11/2014	Weekly fee for uniforms and mats for Utility Dept.	3.17
94199	4/22/2014	Cintas Corporation	696698416	4/11/2014	Weekly fee for uniforms and mats for Utility Dept.	18.32
94199	4/22/2014	Cintas Corporation	696698416	4/11/2014	Weekly fee for uniforms and mats for Utility Dept.	9.81
94199	4/22/2014	Cintas Corporation	696698416	4/11/2014	Weekly fee for uniforms and mats for Utility Dept.	9.81
94200	4/22/2014	CUMMINS ROCKY MOUNTAIN LLC	600-36476	3/27/2014	Repairs to the generator at the Police Department	1,262.00
94201	4/22/2014	TEMPORARY VENDOR	712442OP	4/17/2014	Overpayment 712442	17.00
94202	4/22/2014	VOID				
94203	4/22/2014	DAVID ALEXANDER	Apr-14	4/21/2014	Pro-tem services	50.00
94204	4/22/2014	TEMPORARY VENDOR	718740OP	4/17/2014	Overpayment 718740	17.00
94205	4/22/2014	Day Auto Supply, Inc	613477	4/7/2014	Motor oil for G235DY PD Patrol	26.02
94205	4/22/2014	Day Auto Supply, Inc	613477	4/7/2014	Air and Oil filter for G235DY PD Patrol	13.08
94205	4/22/2014	Day Auto Supply, Inc	613484	4/7/2014	One fitting and hose for ST-25	17.48
94205	4/22/2014	Day Auto Supply, Inc	613540	4/7/2014	Synmeshaft and Aft Plus 4 for WW-006	37.99
94205	4/22/2014	Day Auto Supply, Inc	613540	4/7/2014	AC fan motor resistor, transmission transfer case/oil for WW-006	37.99
94205	4/22/2014	Day Auto Supply, Inc	613578	4/8/2014	Synmeshaft and Aft Plus 4 for WW-006	30.72
94205	4/22/2014	Day Auto Supply, Inc	613578	4/8/2014	AC fan motor resistor, transmission transfer case/oil for WW-006	30.71
94205	4/22/2014	Day Auto Supply, Inc	613579	4/8/2014	One 18 grease gun hose"	8.14
94205	4/22/2014	Day Auto Supply, Inc	613641	4/8/2014	Motor Oil for G009FM PD Patrol	26.02
94205	4/22/2014	Day Auto Supply, Inc	613641	4/8/2014	PL32WASH, air and oil filter for G009FM PD Patrol	22.95
94206	4/22/2014	DESERT BORING AND EXCAVATION	7023	4/8/2014	Emergency excavation @ 1460 Centennial Ave 3/30	500.00

94206	4/22/2014	DESERT BORING AND EXCAVATION	7023	4/8/2014	Emergency excavation @ 3803 Montana 4/8	250.00
94206	4/22/2014	DESERT BORING AND EXCAVATION	7024	4/9/2014	Emergency excavation @ Bush St/Poston Manhole" 4/7 & 4/8"	437.50
94206	4/22/2014	DESERT BORING AND EXCAVATION	7024	4/9/2014	Emergency excavation @ Bush St/Poston Manhole" 4/7 & 4/8"	250.00
94206	4/22/2014	DESERT BORING AND EXCAVATION	7025	4/9/2014	Boring for Hydrant Replacement project CIP U-30	4,800.00
94207	4/22/2014	DOUGLAS SCOTT CAMPBELL	14-Apr	4/21/2014	Pro-tem services	150.00
94208	4/22/2014	EMPIRE SOUTHWEST	EMPS3331732	4/1/2014	Muffler for St-3 Cat Back hoe	237.09
94209	4/22/2014	Farnsworth Wholesale Company	S2309951001	4/1/2014	Misc. parts for Hydrant replacement CIP U-30	2,088.61
94209	4/22/2014	Farnsworth Wholesale Company	S2309951002	4/1/2014	Hydrant replacement project CIP U-30	94.04
94209	4/22/2014	Farnsworth Wholesale Company	S2312030001	4/3/2014	Hydrant replacement project CIP U-30	2,566.45
94210	4/22/2014	FLORENCE TRUE VALUE HARDWARE	209632	4/7/2014	Parts for Hydrant Project: CIP U-30 Flap Discs, etc.	52.12
94210	4/22/2014	FLORENCE TRUE VALUE HARDWARE	209639	4/7/2014	Concrete and Duct tape for Valve Project CIP U-35	107.33
94210	4/22/2014	FLORENCE TRUE VALUE HARDWARE	209646	4/7/2014	24 - 60lb Concrete CIP U-30	121.14
94210	4/22/2014	FLORENCE TRUE VALUE HARDWARE	209646	4/7/2014	24 - 60lb Premix Concrete CIP-U-35	121.13
94210	4/22/2014	FLORENCE TRUE VALUE HARDWARE	209672	4/8/2014	Emergency-parts to repair Sand filter leak NWWTP	66.79
94210	4/22/2014	FLORENCE TRUE VALUE HARDWARE	209674	4/8/2014	Emergency-parts to repair Sand filter leak NWWTP	3.14
94210	4/22/2014	FLORENCE TRUE VALUE HARDWARE	209677	4/8/2014	Emergency purchase: Fence Block, Mortar, Manhole	57.06
94210	4/22/2014	FLORENCE TRUE VALUE HARDWARE	209679	4/8/2014	Emergency Safety purchase: Bee foggers-kill bees	6.84
94210	4/22/2014	FLORENCE TRUE VALUE HARDWARE	209736	4/10/2014	Emergency repair at SWWTP weed hole repaired	10.74
94210	4/22/2014	FLORENCE TRUE VALUE HARDWARE	209739	4/10/2014	SWWTP: Land Maintenance; weed eater fuel line, fuel filter, trimmer line	40.37
94211	4/22/2014	TEMPORARY VENDOR	406802	4/14/2014	Refund water deposit	100.53
94212	4/22/2014	VOID				
94213	4/22/2014	HERBERT F. FITZPATRICK	3178	3/6/2014	Emergency Call Box - New Station	145.97
94214	4/22/2014	TEMPORARY VENDOR	703311	4/17/2014	Refund water deposit	75.00
94215	4/22/2014	TEMPORARY VENDOR	714070OP	4/17/2014	Overpayment 714070	9.55
94216	4/22/2014	KAKAR, KYLE	414-18/14	3/17/2014	Per Diem	165.00
94217	4/22/2014	TEMPORARY VENDOR	707662OP	4/17/2014	Overpayment 707662	8.50
94218	4/22/2014	TEMPORARY VENDOR	709432	4/17/2014	Refund garbage deposit	75.00
94219	4/22/2014	Legend Technical Svcs., Inc.	1404460	3/31/2014	Analytical Testing - March 2014 SWWTP	2,261.00
94219	4/22/2014	Legend Technical Svcs., Inc.	1404658	3/31/2014	Analytical Testing - March 2014 Water	544.00

94219	4/22/2014	Legend Technical Svcs., Inc.	1404659	3/31/2014	Analytical Testing - March 2014 NWWTP	925.00
94220	4/22/2014	TEMPORARY VENDOR	705571	4/17/2014	Overpayment 705571	17.00
94221	4/22/2014	TEMPORARY VENDOR	701861	4/17/2014	Refund water deposit	75.00
94222	4/22/2014	MICHAEL BACA	133026	3/28/2014	Car Wash ST-5, ST-4	40.00
94222	4/22/2014	MICHAEL BACA	133039	4/10/2014	Car Wash / ST-10, ST-55	40.00
94223	4/22/2014	MICHAEL F. BEERS	14-Apr	4/21/2014	Public defender cases	500.00
94224	4/22/2014	NEW YORK LIFE INSURANCE	6929080 414	4/13/2014	Monthly invoice	447.96
94225	4/22/2014	TEMPORARY VENDOR	701762	4/17/2014	Refund garbage deposit	75.00
94226	4/22/2014	PINAL CO PUBLIC HEALTH	14-Apr	4/9/2014	Hep B #1 Injection for Nicholas Bagnall	17.50
94226	4/22/2014	PINAL CO PUBLIC HEALTH	14-Apr	4/9/2014	Hep B #1 Injection for Nicholas Bagnall	17.50
94226	4/22/2014	PINAL CO PUBLIC HEALTH	14-Apr	4/9/2014	Hep B #3 Injection for Joy Jonas	17.50
94226	4/22/2014	PINAL CO PUBLIC HEALTH	14-Apr	4/9/2014	Hep B #3 Injection for Joy Jonas	17.50
94227	4/22/2014	TEMPORARY VENDOR	10040056OP	4/18/2014	Over paid on pay-off quoted	23.73
94228	4/22/2014	Proforce Law Enforcement	202367	4/15/2014	(10) TSR Class III Laser, (10) Power Mags, (10) Hlsts, (50) cartridges	11,829.21
94229	4/22/2014	TEMPORARY VENDOR	MAY 12-1514	4/16/2014	PIO Boot Camp Seminar: May 12-15, 2014	595.00
94230	4/22/2014	TEMPORARY VENDOR	10040094OP	4/18/2014	Over paid on pay-off quoted	140.10
94231	4/22/2014	SIGN SHOP	224	3/25/2014	Utility Bldg Zone change signage	140.12
94231	4/22/2014	SIGN SHOP	224	3/25/2014	Utility Bldg Zone change signage	140.11
94232	4/22/2014	TEMPORARY VENDOR	TBALL REFUND	4/15/2014	Refund for T-Ball too late registration	70.00
94233	4/22/2014	Streakwave Wireless Inc.	410673	3/14/2014	Temperature Sensors - IT Equipment	198.04
94234	4/22/2014	THE WATER SHED	4005	3/31/2014	Water & Ice	33.73
94234	4/22/2014	THE WATER SHED	4042	4/4/2014	Drinking Water Open PO	19.75
94234	4/22/2014	THE WATER SHED	4091	4/15/2014	Water and Ice for PD	29.00
94235	4/22/2014	Timothy, Wainscott	REIM CERT 1	4/16/2014	Reimbursement for Certification/Testing Exam cost	43.50
94235	4/22/2014	Timothy, Wainscott	REIM CERT 1	4/16/2014	Reimbursement for Certification/Testing Exam cost	21.75
94235	4/22/2014	Timothy, Wainscott	REIM CERT 1	4/16/2014	Reimbursement for Certification/Testing Exam cost	21.75
94236	4/22/2014	TEMPORARY VENDOR	705162	4/17/2014	Refund garbage deposit	75.00
94237	4/22/2014	WALMART COMMUNITY # 0005 7118	TR00967	4/2/2014	Supplies for IBK and other Recreation programs	82.02
94237	4/22/2014	WALMART COMMUNITY # 0005 7118	TR06227	4/10/2014	Flowers for Main St. planters	90.83
94238	4/22/2014	WATER WORKS ENGINEERS, LLC	3483	1/31/2014	In # 3483 Various Prof. Service for W/WW-ADEQ Regulatory Reporting Assistance	428.00

94238	4/22/2014	WATER WORKS ENGINEERS, LLC	3483	1/31/2014	In # 3483 Various Prof. Service for W/WW-ADEQ Regulatory Reporting Assistance	6,471.00
94238	4/22/2014	WATER WORKS ENGINEERS, LLC	3483	1/31/2014	In #3483 Professional services: Water Modeling Project 1.5	1,399.00
94238	4/22/2014	WATER WORKS ENGINEERS, LLC	3483	1/31/2014	In #3483 CIP U-34 Professional services: Well 3B Constructions Admin	2,845.00
94239	4/22/2014	VOID				
94240	4/22/2014	VOID				
94241	4/22/2014	TEMPORARY VENDOR	0708811OP	4/22/2014	Overpayment 708811	23.96
94242	4/22/2014	TEMPORARY VENDOR	011204906OP	4/17/2014	Overpayment 11204906	48.69
94243	4/30/2014	Aaron Lewis c/o Mark Tucker	PPE 418/14	4/28/2014	Levy	32.56
94244	4/30/2014	AZ DEPT OF REVENUE COLL SVC	PPE 0418/14	4/28/2014	LEVY	200.00
94245	4/30/2014	AZ PUBLIC SAFETY RETIREMENT	PPE 418/14FIRE	4/28/2014	RETIREMENT CONTRIBUTIONS FIRE	18,413.68
94245	4/30/2014	AZ PUBLIC SAFETY RETIREMENT	PPE 418/14FIRE	4/28/2014	Fire INSURANCE PREMIUM TAX	(898.76)
94245	4/30/2014	AZ PUBLIC SAFETY RETIREMENT	PPE 418/14PD	4/28/2014	RETIREMENT CONTRIBUTIONS POLICE	15,312.60
94246	4/30/2014	VOID				
94247	4/30/2014	TEMPORARY VENDOR	10613902	4/28/2014	Water deposit refund	44.22
94248	4/30/2014	TEMPORARY VENDOR	11400281	4/17/2014	Overpayment 11400281	6.00
94249	4/30/2014	TEMPORARY VENDOR	10119716	4/21/2014	Water deposit refund	61.57
94250	4/30/2014	TEMPORARY VENDOR	10609400OP	4/21/2014	Overpayment 10609400	253.10
94251	4/30/2014	Lippman & Reed (fka)	PPE 0418/14	4/28/2014	Levy	292.34
94252	4/30/2014	MICHAEL PHILLIPS	0314-0314/14	4/23/2014	Per Diem (Breakfast (8), Lunch (10), dinner (8))	284.00
94253	4/30/2014	Nationwide Retirement Solution	PPE 0418/14	4/28/2014	Nationwide - deferred compensation	5,863.35
94254	4/30/2014	TEMPORARY VENDOR	215409	4/21/2014	Water deposit refund	150.00
94255	4/30/2014	TEMPORARY VENDOR	101	4/28/2014	Refrigerator 26.7 CU and 5 yr. warranty	2,010.37
94256	4/30/2014	TEMPORARY VENDOR	107012	4/21/2014	Water deposit refund	150.00
94257	4/30/2014	TATLOCK, WILLIAM	REIM 41714	4/17/2014	Reimbursement for Canopy to be used at Police/Volunteer functions	107.80
94257	4/30/2014	TATLOCK, WILLIAM	REIM 41714	4/17/2014	Reimbursement for luncheon tray: Dispatcher Meeting- Appreciation Week	21.27
94258	4/30/2014	United States Treasury	PPE 0418/14	4/28/2014	Levy	75.00
94259	4/30/2014	USA Funds	PPE 0418/14	4/28/2014	Levy	407.11
94260	4/30/2014	WILLIAM MARTELL	40914 REIM	4/9/2014	Reimbursement for Uniform: Work Boots NTE \$150.00	75.00
94260	4/30/2014	WILLIAM MARTELL	40914 REIM	4/9/2014	Reimbursement for Uniform: Work Boots NTE \$150.00	37.50

94260	4/30/2014	WILLIAM MARTELL	40914 REIM	4/9/2014	Reimbursement for Uniform: Work Boots NTE \$150.00	37.50
94261	4/30/2014	VOID				
94262	4/30/2014	TEMPORARY VENDOR	788240	4/23/2014	Refund garbage deposit	34.00
94263	4/28/2014	TEMPORARY VENDOR	5252	4/16/2014	Set-Up charge/art charge for logo	118.58
94264	4/28/2014	CASA GRANDE COURIER, INC.	852	4/10/2014	Courier fees March 2014 Water	252.00
94264	4/28/2014	CASA GRANDE COURIER, INC.	852	4/10/2014	Courier fees March 2014 SWWTP	1,024.00
94264	4/28/2014	CASA GRANDE COURIER, INC.	852	4/10/2014	Courier fees March 2014 NWWTP	1,024.00
94265	4/28/2014	VOID				
94266	4/28/2014	FLORENCE WOMANS CLUB	CALENDARS	4/22/2014	Women's club calendars	80.00
94267	4/28/2014	FRANCISCO MEJIA	REIM 4/14	4/23/2014	Reimbursement for Uniform pants NTE \$300	110.31
94267	4/28/2014	FRANCISCO MEJIA	REIM 4/14	4/23/2014	Reimbursement for Uniform pants NTE \$300	55.16
94267	4/28/2014	FRANCISCO MEJIA	REIM 4/14	4/23/2014	Reimbursement for Uniform pants NTE \$300	55.16
94268	4/28/2014	HIRE RIGHT SOLUTIONS Inc.	PO337324	3/31/2014	DOT Drug Test	90.45
94269	4/28/2014	KAISER, KATHERINE	511-13/14	4/24/2014	Per diem	34.00
94270	4/28/2014	PINE, COREY	REIM 40914	4/25/2014	Uniform shoe reimbursement	162.90
94271	4/28/2014	PRESCOTT RESORT & CONF CTR	CONF 91193	4/24/2014	AZ courts Association Spring Conference 3-days	179.58
94272	4/28/2014	SOUTHWEST GAS CORPORATION	FIRE 414	4/17/2014	GAS	119.91
94273	4/28/2014	SPRINT DATA SVCS	5.04314E+12	4/9/2014	Monthly Phone Bill	164.04
94274	4/28/2014	ZONES, INC	S35767020101	4/18/2014	Symantec Annual Backup Software License	559.03
94275	4/28/2014	TEMPORARY VENDOR	712442 OP	4/17/2014	Overpayment 712442	17.00
94276	4/30/2014	Asset Valuation Services	20049-0730	4/8/2014	Appraisal 200-49-0730	1,500.00
<b>Total Warrants</b>						<b>676,670.11</b>



## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 13a.

**MEETING DATE:** June 2, 2014

**DEPARTMENT:** Administration

**STAFF PRESENTER:** Lisa Garcia  
Deputy Town Manager/Town Clerk

**SUBJECT:** Canvas the May 20, 2014 Special Election

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
  - Regulatory
  - 1<sup>st</sup> Reading
  - 2<sup>nd</sup> Reading
- Other

**RECOMMENDED MOTION/ACTION:**

Discussion/Approval/Disapproval of accepting the 2014 Special Election results and canvassing the election.

**BACKGROUND/DISCUSSION:**

On May 20, 2014, the Town held a special election in the Town of Florence, Arizona, for the purpose of submitting to the qualified electors of the Town the question of acquiring the water and wastewater utilities owned by Johnson Utilities, LLC, and Southwest Environmental Utilities, LLC, utility systems and the water and wastewater facilities, including but not limited to, well sites, pumping stations, wastewater treatment plants, setback areas, access rights, current and future water delivery systems, and the service area connected to or associated with them necessary to provide utility service within and outside the Town limits.

Arizona law requires cities and towns to obtain voter authorization before construction, purchase, acquisition or lease of any plant or property of a public utility. The length of time the Town has to negotiate the deal with Johnson Utilities is unknown at this time.

A resolution is not required by state law to canvas the election. The Town Clerk will read into the record the results of the election.

1. The Town town of Florence had one town wide precinct at Town Hall.
2. The number of ballots cast at Town Hall were 107
3. The numbers of ballots cast via early voting were 1415.
4. The number of Provisional Ballots were 14.
5. The number of ballots rejected were 119.
6. The number of votes cast during the election were as follows:

	Ballots	%	Yes	No
Polling Site	107	2.61	21	86
Early	1415	34.49	839	576
Provisional	14	.034	6	8
	1536	37.44	866	670

**FINANCIAL IMPACT:**

There is no fiscal impact in canvassing the results of the election.

**STAFF RECOMMENDATION:**

Make a motion to accept the canvas of the May 20, 2014 Special Election.

**ATTACHMENTS:**

Cumulative Report

Town of Florence  
May 20, 2014  
Special Election  
Cumulative Report

Registered Voters 4103 - Cards Cast 1536 37.44%

Num. Report Precinct 1 - Num. Reporting 1 100.00%

Town of Florence-Question		Total
Number of Precincts		1
Precincts Reporting		1 100.0 %
Vote For		1
Total Votes		1536
YES		866 56.38%
NO		670 43.62%



Town of Florence  
 May 20, 2014  
 Special Election  
 Statement of Votes Cast


	TURN OUT		
	Reg. Voters	Cards Cast	% Turnout
Jurisdiction Wide			
TOWN OF FLORENCE [FLORENCE TOWN HALL COUNCIL CHAMBERS]			
Polling	4103	107	2.61%
Early	4103	1415	34.49%
Provisional	4103	14	0.34%
Total	4103	1536	37.44%
Total			
Polling	4103	107	2.61%
Early	4103	1415	34.49%
Provisional	4103	14	0.34%
Total	4103	1536	37.44%

Town of Florence  
 May 20, 2014  
 Special Election  
 Statement of Votes Cast

	Town of Florence-Question					
	Reg. Voters	Vote For	Total Votes	YES		NO
Jurisdiction Wide						
TOWN OF FLORENCE [FLORENCE TOWN HALL COUNCIL CHAMBERS]						
Polling	4103	1	107	21	19.63%	86 80.37%
Early	4103	1	1415	839	59.29%	576 40.71%
Provisional	4103	1	14	6	42.86%	8 57.14%
Total	4103	3	1536	866	56.38%	670 43.62%
Total						
Polling	4103	1	107	21	19.63%	86 80.37%
Early	4103	1	1415	839	59.29%	576 40.71%
Provisional	4103	1	14	6	42.86%	8 57.14%
Total	4103	3	1536	866	56.38%	670 43.62%

FINAL BALLOT ISSUE REPORT  
 PINAL  
 BALLOT ISSUE REPORT  
 MAY 2014 JURISDICTIONAL (JE2014)

	Absentee Ballots					
PRECINCT	Requested	Issued	Returned	Accepted	Rejected	Suspense
23 FLORENCE NORTH	754	756	495	436	59	0
24 FLORENCE SOUTH	555	557	286	269	17	0
27 POSTON BUTTE	1147	1151	757	710	47	0
<b>Total</b>	<b>2456</b>	<b>2464</b>	<b>1538</b>	<b>1415</b>	<b>123</b>	<b>0</b>
				<b>57.61%</b>	<b>4.99%</b>	
	Absentee Ballots					
CITY	Requested	Issued	Returned	Accepted	Rejected	Suspense
TOWN OF FLORENCE	2456	2464	1538	1415	123	0
<b>GRAND TOTAL</b>	<b>2456</b>	<b>2464</b>	<b>1538</b>	<b>1415</b>	<b>123</b>	<b>0</b>

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 13b.</b>
<b>MEETING DATE:</b> June 2, 2014  <b>DEPARTMENT:</b> Community Development  <b>STAFF PRESENTER:</b> Mark Eckhoff, AICP Community Development Director  <b>SUBJECT:</b> Resolution 1446-14: Pre-Annexation and Development Agreement with Howard L. Hawks.		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input checked="" type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Motion to adopt Resolution No. 1446-14, entering into a Pre-Annexation and Development Agreement with Howard L. Hawks, an individual.

**BACKGROUND/DISCUSSION:**

The proposed Arizona Farms annexation area encompasses a land area of approximately 1,171 acres or 1.89 square miles. The annexation area is generally bound by the Copper Basin Railroad to the west, Felix Road to the east, Arizona Farms Road to the north and the Anthem at Merrill Ranch community to the south.

Howard L. Hawks owns approximately 48 acres within the subject annexation area, all within a planned subdivision located to the west of Crestfield Manor. The owner has created an unrecorded final plat for the property, which has been included for reference with the PADA

**FINANCIAL IMPACT:**

Overall positive; entering into this PADA facilitates the successful completion of the Arizona Farms Annexation and promotes new development and population growth within the Town of Florence. It is noted that the PADA commits to not increase Development Impact Fees for the subject lots for the first five years of the term of the PADA.

**RECOMMENDATION:**

Motion to adopt Resolution No. 1446-14, entering into a Pre-Annexation and Development Agreement with Howard L. Hawks.

**ATTACHMENT:**

Resolution No. 1446-14  
PADA with Howard L. Hawks

When recorded, return to:

Town Clerk  
Town of Florence  
PO Box 2670  
775 North Main Street  
Florence, AZ 85132

**RESOLUTION NO. 1446-14**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH HOWARD L. HAWKS, AN INDIVIDUAL, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-02 – “HERITAGE ESTATES” PROPERTY).**

**WHEREAS**, the Town of Florence is authorized pursuant to A.R.S. § 9-500.05 to enter into development agreements and generally is authorized to enter into contracts; and

**WHEREAS**, HOWARD L. HAWKS, the “Owner” owns approximately 48 acres of land located as legally described on Exhibit “A” and shown on Exhibit “B” attached hereto (the “Property”), and desires to annex the Property into the town limits of Florence; and

**WHEREAS**, the proposed development of the Property and the Pre-Annexation and Development Agreement are consistent with the Town of Florence General Plan applicable to the Property as of the date of this Resolution; and

**WHEREAS**, the Pre-Annexation and Development Agreement provides for various matters relating to the development of the Property, including the approval of a development plan, duration of the Pre-Annexation and Development Agreement, the conditions, terms and requirements applicable to public services and infrastructure and the financing of same, the permitted uses of the Property and the density and intensity of such uses, the phasing over time of construction and development on the Property and other matters related to the development of the Property.

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

1. The Pre-Annexation and Development Agreement between the Town of Florence and the Owner, which sets forth a development plan and the terms and conditions for the annexation and development of approximately 48 acres of property is hereby approved, adopted, and made a part hereof as if fully set out in this Resolution. If the Town does not annex the Property in a timely manner following adoption of the Pre-

Annexation and Development Agreement, or if the Town rescinds the Resolution annexing the Property, the Town promptly and within thirty days of the adoption of this Resolution shall rescind this Resolution.

2. The Mayor of the Town of Florence is authorized to and shall execute the Pre-Annexation and Development Agreement.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this 2<sup>nd</sup> day of June 2014.

\_\_\_\_\_  
Tom J. Rankin, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, Town Clerk

\_\_\_\_\_  
James E. Mannato, Town Attorney

**WHEN RECORDED, RETURN TO:**

Town of Florence  
Attn: Town Clerk  
PO Box 2670  
775 North Main Street  
Florence, AZ 85132

---

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT FOR  
ARIZONA FARMS ANNEXATION: ANNEXATION 2013-02  
“HERITAGE ESTATES” PROPERTY**

TOWN OF FLORENCE, ARIZONA, an Arizona municipal corporation

AND

HOWARD L. HAWKS, An Individual

---

DATE:                      , 2014



**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT  
FOR  
ARIZONA FARMS ANNEXATION: ANNEXATION 2013-02  
“HERITAGE ESTATES” PROPERTY**

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (the “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 (the “Effective Date”) by and between the TOWN OF FLORENCE, an Arizona municipal corporation (the “Town”), and HOWARD L. HAWKS, an individual, (the “Owner”).

**RECITALS**

A. The Owner is the owner of certain property, or has received the necessary consent to include certain property located in Pinal County, Arizona consisting of approximately 48.13 acres all as legally described in Exhibit “A” attached hereto and incorporated herein by reference (the “Property”).

B. Owner and the Town desire that the Property be annexed into the corporate limits of the Town and be developed as an integral part of the Town. The annexation and development of the Property pursuant to this Agreement and the unrecorded “Final Plat for Heritage Estates” attached hereto as Exhibit B and incorporated herein by this reference, is acknowledged by the parties hereto to be consistent with the Town’s General Plan. The annexation of the Property would allow the Town to provide for high-quality development in the area and ensure orderly, controlled and quality growth in the Town.

C. Owner and the Town are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes (“A.R.S.”) § 9-500.05 in order to facilitate the annexation, proper municipal zoning designation and development of the Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the annexation of the Property by the Town; (ii) the permitted uses for the Property; (iii) the density and intensity of such uses; and (iv) other matters related directly or indirectly to the development of the Property.

D. A blank annexation petition has been filed with Pinal County and meetings and hearings have been held in connection with the annexation of the Property into the Town. The Town agrees that the Planned Unit Development zoning (“PUD”) designation allowing underlying land usage consistent with Town of Florence R1-6 Zoning District, as may be modified by Exhibit B, is an appropriate designation for this Property and that the PUD zoning is designed to establish proper and beneficial land use designations and regulations, densities, provisions for public facilities, design regulations, procedures for administration and implementation and other matters related to the development of the Property in accordance with the PUD zoning designation.

E. Owner and the Town acknowledge that the ultimate development of the Property within the Town is a project of such magnitude that Owner requires assurances from the Town that Owner has the right to complete the development of the Property pursuant to, amongst other things, the PUD plan before it will expend substantial efforts and costs in the development of the Property,

and the Town requires assurances from Owner that development of the Property will be in accordance with the Plan and the terms and conditions of this Agreement.

F. Without limiting the foregoing, the Town and Owner acknowledge that the development of the Property pursuant to this Agreement will result in significant planning and economic benefits to the Town by: (i) encouraging investment in and commitment to comprehensive planning, which will result in efficient utilization of municipal and other public resources; (ii) requiring development of the Property to be consistent with the Town's General Plan and the approved PUD plan; (iii) providing for the planning, design, engineering, construction, acquisition, and/or installation of public infrastructure in order to support anticipated development of the Property and the larger land area that includes the Property; (iv) increasing tax and other revenues to the Town based on improvements to be constructed on the Property; (v) creating employment through development of the Property consistent with this Agreement; and/or (vi) creating quality housing and other uses for citizens of the Town. The Town and Owner acknowledge that the development of the Property pursuant to this Agreement will result in significant benefits to Owner, including present and future assurances to Owner that it will have the ability to develop the Property in accordance with this Agreement and the PUD plan.

G. Among other things, development of the Property in accordance with this Agreement and the PUD plan will result in the planning, design, engineering, construction, acquisition, installation, and/or provision of public services/infrastructure improvements that will support development of the Property.

H. The public services/infrastructure improvements to be provided by Owner, while necessary to serve development within the Property, may also be needed in certain instances to facilitate and support the ultimate development of a larger land area that includes the Property.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the parties hereto state, confirm and agree as follows:

## **AGREEMENT**

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement as though fully restated.

2. Annexation. Subsequently or concurrently with its approval of this Agreement, the Town, having held public meetings thereon, will duly consider final approval of the annexation of the Property into the Town. Prior to or concurrently with the execution of this Agreement by the Town and Owner, Owner will deliver to the Town an appropriate Petition for Annexation duly executed by the Owner and satisfying the applicable statutory requirements (the "Annexation Petition"). Upon receipt of the Annexation Petition, the Town shall comply with the provisions of A.R.S. § 9-471 et seq. and, if determined to be in the best interest of the Town, adopt a final ordinance annexing the Property into the corporate limits of the Town (the "Annexation Ordinance"). The Town and Owner hereby acknowledge and agree that this Agreement shall automatically terminate and be of no force or effect if the Town's annexation of the Property does not become effective and final pursuant to A.R.S. § 9-471(D).

3. Zoning. Upon annexation, the Town shall follow the legally prescribed procedures under State and Town statutes and ordinances to give the property comparable zoning, which shall be a Planned Unit Development zoning (“PUD”) designation allowing underlying land usage consistent with Town of Florence R1-6 Zoning District, as may be modified by Exhibit B. The Owner on behalf of itself and all other parties having an interest in the Property intends to encumber the Property with the following agreements and waivers. Owner agrees and consents to all the conditions imposed by this Agreement and the comparable zoning, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Property the owner of the Property may have now or in the future under the provisions of the Private Property Rights Protection Act, A.R.S. 12-1131 et seq., (the “Act”) resulting from this Agreement, the comparable zoning, the underlying land use as identified in Exhibit B or from any “land use law” (as such term is defined in the Act) enacted, adopted or applied by the Town during the term of this Agreement. Owner acknowledges and agrees the terms and conditions set forth in this Agreement and the comparable zoning cause an increase in the fair market value of the Property and such increase exceeds any possible reduction in the fair market value of the Property caused by any future land use laws, rules, ordinances, resolutions or actions permitted by this Agreement and adopted or applied by the Town to the Property. Owner and the Town understand and agree that the waivers contained in this Paragraph 3 are binding upon Owner’s successors in interest and assigns pursuant to the provisions of A.R.S. 9-500.05(D). The Town agrees to cooperate reasonably in processing, in a timely manner, any approvals of issuance of permits, plans, plats, or otherwise as may be necessary in order to allow for the development to be constructed in general conformance with the PUD.

4. PUD Amendment. The Town and the Owner acknowledge that amendments to the PUD may be necessary from time to time. When the parties agree that changes or adjustments are necessary or appropriate from time to time they shall, unless otherwise required by Town ordinance, by state or federal statute, effectuate minor changes or adjustments through administrative amendments which may be approved by the Town’s Community Development Director, and which, after execution, shall be attached to the PUD as an addendum and become a part thereof. If, in the future, the Town amends one or more of its zoning designations and/or districts, Owner shall have the option to convert the zoning designation(s) under the PUD to the equivalent zoning designations under such amended development ordinance(s), subject to notice and hearing requirements of applicable law. The exercise by Owner of such option and any approval by the Town shall not be deemed to constitute or to require an amendment of this Agreement, and, unless otherwise required by law, no such minor amendments shall require prior notice or hearing. All major changes or amendments shall be reviewed by the Planning Commission and approved by the Town Council. The following are major changes:

- (a) Any material alteration to the list of permitted uses of the Property or locations of planned land uses set forth in the PUD as deemed to be substantial by the Community Development Director;
- (b) Any increase in the overall residential density in excess of ten percent;

- (c) Any material change in the development standards except as otherwise allowed by the PUD; and/or
- (d) Additional material circumstances as described in the PUD Narrative and PUD Ordinance.

5. Additional Property. The Town hereby agrees to consider, and, if determined in its sole discretion to be in the best interest of the Town, amend this Agreement, from time to time and in accordance with typically applicable notice and hearing requirements solely at the request of Owner, to incorporate into this Agreement the whole or any portion of additional properties adjacent to or proximate to the Property (the “Additional Property”). The Town and Owner agree that if Owner elects to request from Town the incorporation of such Additional Property or portions thereof: (1) thereafter, such Additional Property may be included in the Property and shall be subject to and shall benefit from all provisions of the Agreement applicable thereto and any reference herein to the Property shall include such Additional Property, which may increase the maximum density of the Property; (2) the Town and Owner shall cooperate in order for the Additional Property to receive the necessary land use approvals, including any necessary amendment to the PUD; and (3) the plans and land use designations approved for any Additional Property shall thereafter apply to the applicable Additional Property.

6. Regulation of Development.

- (a) The Applicable Rules. Except as provided in Paragraph 6(c) and 6(g) below, all exactions, fees, ordinances, rules and regulations of the Town applicable to and governing the development of the Property, shall be those ordinances, rules, regulations, permit requirements, development fees, impact fees, other exactions and requirements and/or official policies that are existing and in force for the Town as of the execution of this Agreement.
- (b) The Permissible Additions to the Applicable Rules. Notwithstanding the provisions of subparagraph (a) above and the provisions enumerated below, the Town may enact the following provisions, and take the following actions, which shall be applicable to and binding on the development of the Property:
  - (i) rules that the Owner may agree in writing apply to the development of the Property;
  - (ii) rules of the Town enacted as necessary to comply with mandatory requirements imposed on the Town by the state or federal governments, including court decisions, and other similar superior external authorities beyond the control of the Town, provided that, in the event any such mandatory requirement prevents or precludes compliance with this Agreement, if permitted by law such affected provisions of this Agreement shall be modified as may be necessary to achieve the required level of compliance with such mandatory requirement;

- (iii) rules of the Town reasonably necessary to alleviate legitimate severe threats to public health and safety, including, but not limited to, fire, flood, periodic inundation and acts of war or terrorism, in which event any rules, imposed in an effort to contain or alleviate such a legitimate severe threat to public health and safety shall be the most minimal and the least intrusive alternative practicable and, except in a bona fide emergency, may be imposed only after public hearing and shall not, in any event, be imposed arbitrarily; and
  - (iv) technical codes adopted by the Town pursuant to the Florence Development Code, as well as future updates of, and amendments to, existing building, construction, plumbing, mechanical, electrical, drainage, and similar construction and safety related codes, such as the International Building Code, which updates and amendments are generated by a nationally recognized construction or safety organization, such as the International Conference of Building Officials, or by the county, state or federal governments or by the Maricopa Association of Governments (the "MAG") provided that such code updates and amendments shall be applied uniformly and not arbitrarily.
- (c) Development Impact Fees. The Town's Development Impact Fees that shall be imposed upon the Property for a period of five (5) years commencing from the effective date of the annexation, shall be the fees then in effect and applicable at the time the blank annexation petition was filed, which is attached as Exhibit "C", unless a lesser fee is applicable at the time a building permit is issued by the Town. After the five (5) year period and for the duration of this Agreement, the Town's Development Impact Fees that will be imposed upon the Property shall be the fees then in effect and applicable at the time of permitting. Any fees which are due on residential dwelling units shall be payable when construction permits for the dwelling units are issued.
- (d) Filing, Review and Permit Fees. Notwithstanding anything to the contrary in this Agreement, Owner will be required to pay the then applicable filing fees, plan review fees, permit fees and building fees in effect at the time of issuance of any filing, review or permit issuance. Development Impact Fees shall be paid in accordance with Paragraph 6(c) above.
- (e) Reimbursements. Promptly after the Town submits invoices to Owner, Owner shall pay the Town's costs and expenses incurred in connection with the exercise of the Town's powers of condemnation or eminent domain at the request of the Owner or as required by the terms of this Agreement.
- (f) Flood Control. Flood control measures for the property shall comply with the requirements of the United States Army Corp of Engineers and all applicable state and local laws, regulations and ordinances; and, to the extent they are not superseded by the requirements of the United States Army Corp of Engineers or

state and local laws, regulations and ordinances, the requirements of the Pinal County Flood Control District.

- (g) Building Codes. For development in progress at the time this Agreement becomes effective, the Town will grandfather construction plans, including standard production home plans within active recorded subdivisions, approved by Pinal County. New subdivisions and plans introduced after annexation shall comply with minimum applicable Town standards and codes.

7. Plat and Plan Approval. The Town hereby agrees to take in a timely manner all action necessary, including but not limited to processing plats which are in conformation with the PUD, so that the Owner is not unreasonably delayed in the development of the Property as provided in the PUD. In taking such actions, the Town may exercise its discretion in the manner provided by law. Town further agrees that Preliminary Plat approvals shall be valid for a period of two years, with possible extensions as permitted by Town codes. Preliminary/Tentative Plats and Final Plats, as well as accompanying civil improvement plans, approved by Pinal County and consistent with the PUD shall be transferable to the Town so long as approvals are current at the time of annexation, approved plans are provided to the Town and any applicable public safety concerns are adequately addressed. Transferred approved plans and plats shall be valid for two years from the effective date of annexation, except in the case of recorded Final Plats, which shall remain valid if infrastructure assurances are in place per paragraph 9 (c) and/or subdivision improvements are completed and accepted by the Town.

8. Vested Rights. The types of land uses, together with the densities of such uses for each development parcel on the Property, as shown in the PUD are hereby established. The Town agrees that, for the term of this Agreement, Owner shall have an immediate right to develop the Property in accordance with this Agreement, the PUD, the land uses established within the PUD and the Town's General Plan.

9. Infrastructure.

- (a) Infrastructure Plan. Except as otherwise provided in this Agreement, so long as Owner proceeds with the development of the Property, Owner may implement and phase the infrastructure improvements to the Property in conformance with an infrastructure plan jointly approved by the Town and Owner (the "Infrastructure Plan"), which Infrastructure Plan may be modified from time to time with the Town's approval, which approval shall not unreasonably be withheld, conditioned or delayed. Town hereby agrees that the Infrastructure Plan shall exclude, and the Owner shall not be required to obtain the approval by the Town, of water infrastructure improvements or wastewater infrastructure improvements, which improvements shall be the responsibility of the Owner and/or the Water Service Provider (as hereinafter defined) and Wastewater Service Provider (as hereinafter defined) to construct pursuant to Paragraphs 10(a) and 10(b). Owner agrees to construct the water infrastructure improvements and wastewater infrastructure improvements in accordance with all other applicable regulations, laws and ordinances. The Town agrees to consider Owner's request for the condemnation of sewer, utility, and drainage easements and rights-of-way if such easements and

rights-of-way are determined by the Town to be necessary to complete the infrastructure anticipated by this Agreement, but in any event the use of eminent domain or condemnation is in the sole discretion of the Town. Owner agrees to reimburse Town for the costs of any such condemnation, including, but not limited to, land and property rights acquisition costs, attorneys' fees and costs of suit. Town agrees to consult with Owner regarding offers of settlement in the event of eminent domain or condemnation actions.

(b) Construction. The parties hereto acknowledge and agree that to the extent the Owner develops the Property, the Owner shall have the right and the obligation, at any time after the execution of this Agreement, to construct or cause to be constructed and installed, in accordance with all applicable rules, regulations, construction standards, and governmental review processes, all portions of the Infrastructure Plan that relate to the phase or portion of the Property to be developed by Owner at any given time. All such construction performed by Owner shall be performed in a good and workmanlike manner and in compliance with all applicable requirements, standards, codes, rules or regulations of the Town. The parties hereto acknowledge and agree that the Town, as necessary to implement the Infrastructure Plan, shall cooperate reasonably in facilitating construction of the infrastructure, including, but not limited to, the abandonment of any unnecessary public rights-of-way or easements currently located on the Property at such time as such rights-of-way or easements are demonstrated to be unnecessary by the final plat.

(i) The construction and installation of public or private streets, curbs, gutters, sidewalks, traffic control, directional signs and other public infrastructure and public facilities on the Property as required by the PUD and any applicable state and local regulations, laws and ordinances (collectively, the "Infrastructure") shall be subject to and in compliance with applicable state and local regulations, laws and ordinances. Owner shall cause all Infrastructure required by the PUD to be constructed and installed at no cost to the Town. Such Infrastructure may be constructed in segments that correspond to the phases, if any, set forth in the PUD. All Infrastructure shall be installed in a workmanlike manner in conformity with the plans and specifications that are submitted to and approved by the Town in connection with the PUD or each phase.

(ii) Dedication of Infrastructure by Owner shall not constitute acceptance of the Infrastructure for purposes of transferring the obligation to maintain and repair the Infrastructure to the Town or for purposes of starting the Town's warranty period. Acceptance of any and all Infrastructure by the Town for purposes of the Town assuming any maintenance and repair obligations and for purposes of commencing the warranty period shall be expressly evidenced in writing by the Town as provided herein.

(iii) Upon completion by Owner of any Infrastructure pursuant to Paragraph 10(a), Owner shall notify the Town in writing of the presumptive

completion of such Infrastructure. So long as such Infrastructure is constructed in accordance with the approved plans and the requirements of Paragraph 10(a), as verified by the inspection of the completed improvements by the Town Engineer including the completion of all punch list items, the Town shall accept the Infrastructure, unless such Infrastructure is to be owned or accepted by some other governmental entity. The Town shall notify Owner, in writing, of the Town's acceptance of the Infrastructure as of the day of the final inspection. Acceptance of any Infrastructure is expressly conditioned upon the usual and customary Town warranty for such Infrastructure. Owner, at no cost to Town, shall dedicate rights-of-way or convey public easements necessary for the construction, installation, operation and maintenance of the Infrastructure as required by Town, which rights-of-way or easements may be located adjacent to or in other public and private rights-of-way or easements.

- (iv) Owner shall give to Town a one (1) year warranty for all Infrastructure, which warranty shall begin on the date that Town accepts the Infrastructure as provided in this section or such other date as set forth in a service agreement. Any deficiencies in material or workmanship identified by Town's staff during the warranty period that would adversely impact the public health and safety of residents shall be brought to the attention of Owner, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of Town's staff. Any other deficiencies in material or workmanship identified by Town's staff during the warranty period shall be remedied collectively to the reasonable satisfaction of Town's staff at the conclusion of the warranty period. Continuing material deficiencies in a particular portion of the Infrastructure shall be sufficient grounds for Town to require (1) an extension of the warranty for an additional period, or (2) the proper repair of, or (3) the removal and reinstallation of that portion of the Infrastructure that is subject to such continuing deficiencies. Regardless of whether the warranty period has expired, the Owner agrees to repair any damage to the Infrastructure caused by Owner's construction activities on the Property. Nothing contained herein shall prevent the Town or Owner from seeking recourse against any other third party for damage to the Infrastructure caused by such third party.
- (v) The Owner agrees to forever maintain all (i) rights-of-way designated as private rights-of-way by the PUD, unless such rights-of-way are dedicated by Owner and accepted by the Town; and (ii) landscaping located within the public easements and rights-of-way located on the Property and such obligations shall survive the termination or expiration of this Agreement; provided, however, Owner may assign these obligations to one or more home owners' associations ("HOA") provided such HOA is legally bound to such rights-of-way and landscaping maintenance obligations and has adequate financial ability, acceptable to the Town, to bear such



obligations. Once the Town has consented to the assignment of these obligations to an HOA, Owner shall be relieved of any further obligation to maintain the rights-of-way and landscaping.

- (c) Infrastructure Assurance. The parties hereto acknowledge and agree that the Town, prior to the recording of the final plat for each phase of the subdivision within the Property, shall require the Owner and/or its designees, successors, assigns, grantees or buyers under contract, to provide assurances that are reasonable to assure that the installation of Infrastructure within that subdivision, or other subdivision improvements directly related to such building permit or permits, will be completed (“Infrastructure Assurance”). In such case, the Owner may elect, with the approval of the Town, which approval shall not be unreasonably withheld, any one or a combination of the following methods of Infrastructure Assurance. All Infrastructure Assurances provided by the Owner shall comply with the applicable provisions of the Town’s Subdivision Ordinance relating to such Infrastructure Assurances. Final Plats recorded in Pinal County shall have their Infrastructure Assurances transferred to the Town immediately upon annexation. The options are as follows:
- (i) Owner and/or its assignees, designees, grantees and purchasers under contract is required to file with the Town a performance bond; or
  - (ii) Owner and/or its assignees, designees, grantees and purchasers under contract is required to deliver to the Town an irrevocable and unconditional declining letter of credit which, if necessary, will be acknowledged by the Town in accordance with the appropriate Lender’s requirements; or
  - (iii) Letter of financial assurance from Owner’s lender or the lender of Owner’s assignees, designees, grantees and purchasers under contract; or
  - (iv) Contractor’s performance bond; or
  - (v) Dual beneficiary declining letter of credit; or
  - (vi) Performance deed of trust; or
  - (vii) Third party trust; or
  - (viii) Any other method approved by the Town and Owner consistent with State statutes and Town’s subdivision ordinance.

Once the required Infrastructure Assurance has been complied with, the Owner (or, as applicable, the Owner’s assignees, designees, grantees and purchasers under contract) shall have the right, with the approval of the Town, which approval shall not be unreasonably withheld, to replace such initial method of Infrastructure Assurance, either in whole or in part, with any of the other above methods of Infrastructure Assurance. The Town agrees that within ten (10) working days from the Town’s approval of the particular completed Infrastructure for which the Town

has required and the Owner has provided Infrastructure Assurance, the Town shall release such Infrastructure Assurance, in whole or in part, as may be appropriate under the circumstances, in the manner provided in the applicable Subdivision Ordinance.

- (d) Infrastructure and Improvement Financing. The Parties acknowledge that a primary purpose of this Agreement is to provide for the coordinated planning, design, engineering, construction and/or provision of the range of public services/infrastructure improvements necessary to serve new development of the Property. The Town acknowledges and agrees that such infrastructure improvements may be constructed, at Owner's request, through the formation of a Community Facilities District (the "CFD") pursuant to Arizona law, including, but not limited to, A.R.S. § 48-701 et seq. In the event Owner requests the Town to form any CFD, the Town will consider such request in accordance with the Town's adopted CFD Policies and Procedures, and if approved, shall adopt the necessary resolution of intention, and conduct such procedures as are necessary to form the applicable CFDs as required by Arizona law. However, nothing contained herein shall be construed to compel the Town to form a CFD or for the CFD, if formed, to finance any Infrastructure. Owner shall provide all necessary information and shall pay all reasonable and customary Town costs, including costs of legal review by Town counsel, as specified in the Town's CFD Policies and Procedures and the Town's Schedule of Fees, as such may be amended from time to time, in connection with its request for any CFD formation. The Parties agree that the Town must act in accordance with its CFD Policies and Procedures as to the formation of any CFD contemplated under this Paragraph 9(d).
- (e) Street Lights. There will be no Street Lighting Improvement District (SLID) on the Property excepted as mutually agreed upon, however, streetlights will be required within the Property and will be constructed according to either of: 1) Town standards; 2) as grandfathered by existing development; or 3) as may be approved in the PUD.
- (f) Infrastructure Payback Agreement. In the event that the Town imposes upon Owner the obligation to oversize its infrastructure improvements or to provide additional public improvements ("Additional Improvements"), the Town agrees not to impose said obligation on Owner in such a manner that will impede or delay the Owner's ability to complete the development of its Property on the schedule or in the manner originally planned by Owner prior to the Town's imposition of such a requirement.
  - (i) Upon completion of the Additional Improvements, Owner's project engineer will provide the Town with the actual costs of the land and construction of such improvements, together with a diagram of any benefited properties other than Owner's property, and a statement of the proportionate share attributable to each of the benefited properties ("Proportionate Share"). The Town shall have the right to review and approve the project engineer's submittal for a period of thirty (30) days, said approval to be

commercially reasonable. The Town shall thereafter require each owner of a benefited property, prior to the issuance of a building permit for the benefited property, to pay to the Town its Proportionate Share plus an additional five percent (5%) to pay for the administrative fee retained by the Town as provided below.

- (ii) At the time of payment calculation for benefited properties, the payment due shall be adjusted as follows:
  - 1. Calculate the percent increase in either the Engineering News Record (ENR) – Construction Cost Index (CCI) or Building Cost Index (BCI) between:
    - a. the most recently published ENR-CCI or ENR-BCI at the time of the adjustment; and
    - b. the ENR-CCI or ENR-BCI for the same month of the previous year.
  - 2. Multiply the development impact fee in effect in the year immediately prior to the Adjustment; and
  - 3. Add the resulting amount to the development impact fee in effect in the year immediately prior to the adjustment.
- (iii) Within thirty (30) days of receiving payment pursuant to Paragraph 9(e)(ii) above, Town will reimburse Owner in the amount of such payment, less an administrative fee equal to five percent (5%) of each payment which shall be retained by Town. Any credit or offset to which Owner is entitled to pursuant to this Paragraph 9(e) shall be credited to Owner pursuant to a written amendment to this Agreement, which the Town and Owner agree to negotiate at such time as the costs of such Additional Improvements have been determined and the benefited properties have been identified.

10. Utility Services.

- (a) Potable Water Service. The Town acknowledges and agrees that Johnson Utilities, L.L.C. (“JUC”), or another entity under the common control of JUC (collectively, the “Water Service Provider”) has, or is in the process of obtaining the necessary governmental approvals (collectively, the “Water Service Approvals”) to become the potable water service provider to the Property. At no cost or expense to the Town, the Town agrees to cooperate with and support the Water Service Provider in obtaining the Water Service Approvals if necessary. Upon the Water Service Provider demonstrating that it has the Water Service Approvals, the Property will no longer be considered within the municipal service area of the Town with respect to water service and Owner shall have no responsibility to the Town to construct water infrastructure improvements of any kind or to pay water hook-up fees, water impact fees or other similar fees to the Town.

- (b) Wastewater Service. The Town acknowledges and agrees that JUC, or another entity under the common control of JUC (collectively, the “Wastewater Service Provider”)has, or is in the process of obtaining the necessary governmental approvals (collectively, the “Wastewater Service Approvals”) to become the wastewater service provider to the Property. At no cost or expense to the Town, the Town agrees to cooperate with and support the Wastewater Service Provider in obtaining the Wastewater Service Approvals if necessary. Upon the Wastewater Service Provider demonstrating that it has the Wastewater Service Approvals, the Property will no longer be considered within the municipal service area of the Town with respect to wastewater service and Owner shall have no responsibility to the Town to construct wastewater infrastructure improvements of any kind or to pay wastewater hook-up fees, wastewater impact fees or other similar fees to the Town.
- (c) Other Services. The Town, or an entity designated by Town, shall provide trash collection services to the Property. The Town shall provide police and fire protection services to the same extent and upon the same terms, conditions and timeliness as those services are being provided to other properties throughout the Town. Owner, or an entity designated by Owner, shall provide cable television service to the Property, provided that any such cable television service provider has obtained a franchise agreement with the Town.
- (d) Reclaimed Water. Owner shall supply reclaimed water or effluent to the Property as needed by Owner, any successor to Owner, or to any HOA.

11. Plans Submittal. Owner shall submit all plats and plans to Town Staff. Development of the Property cannot occur until the Town has concurred that the plans comply with the PUD and Town standards. Town shall review said plans and provide Owner with its comments on these submittals in a timely manner. The Town may retain the services of a private company or individual (“Outside Review Agency”) to provide expedited development review processes only upon the request of Owner. The Town and Owner shall mutually agree on the Outside Review Agency selected from the Town’s list and the fee for such expedited review.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understanding of the parties, oral or written, are hereby superseded and merged herein.

13. Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the Owner and the Town. Within ten (10) days after any amendment to this Agreement has been executed, such amendment shall be recorded in the official records of Pinal County, Arizona.

14. Default; Remedies. Failure or unreasonable delay by any Party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another Party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period,

and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any Party, the non-defaulting Party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance.

- (a) Dispute Resolution. To further the cooperation of the parties in implementing this Agreement, the Town and the Owner each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Owner. The initial representative for the Town (the “Town Representative”) shall be the Town Manager and the initial representative for the Owner shall be its project manager, as identified by the Owner from time to time (the “Owner Representative”). The representatives shall be available at all reasonable times to discuss and review the performance of the Parties and the development of the Property.
  - (b) Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiations, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute procedure. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request the Presiding Judge of the Pinal County Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.
15. Arbitration. If the mediation procedure set forth in Paragraph 14(b) above does not resolve a dispute, either party may submit, by demand letter, correspondence or notice, to the other party, such dispute to arbitration pursuant to this Paragraph 15. In such event, the dispute shall be subject to and decided by arbitration in accordance with the Rules for Non-Administered Arbitration of Business Disputes (the “Rules”) of the Center for Public Resources (the “CPR”) currently in effect, except as provided herein and except where modified by the provisions hereof.
- (a) Any arbitration arising out of this Agreement may include, by consolidation or joinder, or in any other manner, at the discretion of either the Owner or the Town, any other entities or persons whom the Owner of the Town, as the case may be, believes to be substantially involved in a common question of law or fact and who consent to jurisdiction of the arbitrator.
  - (b) The parties agree that the remedies available for the award by the arbitrator(s) under this Paragraph 15 in a dispute arising out of or relating to this Agreement or breach thereof shall be limited to specific performance and declaratory relief and the arbitrator may not issue an award of monetary damages, whether characterized as actual, consequential or otherwise, except as provided in Sub-paragraphs 15(e) and 15(h), and provided, however, that the arbitrator(s) may award the payment of an amount owed or may enjoin the withholding of amounts due under this Agreement.

- (c) Demand for arbitration shall be filed with the other party in accordance with the Rules and the notice provisions of the Agreement. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question could be barred by the applicable statute of limitations.
- (d) In the event the amount in controversy is less than \$100,000, a sole arbitrator shall be appointed in accordance with the Rules. In the event the amount in controversy is \$100,000 or more, the demanding party shall appoint one party-appointed arbitrator in its notice demand for arbitration. The responding party may within ten (10) days, appoint a second party-appointed arbitrator. The party-arbitrators shall appoint a third arbitrator in accordance with the Rules. If the party-arbitrators fail to appoint a third arbitrator, the third arbitrator shall be appointed in accordance with the Rules. If the responding party fails to appoint a second party-arbitrator within the time so provided, selection of the second arbitrator shall be in accordance with the Rules.
- (e) The decision of the arbitrator(s) shall be in accordance with the laws of the State of Arizona and the United States. The arbitrator(s) shall prepare written findings of fact and conclusions of law upon which the decision and award shall be based. The arbitrator(s) may award compensatory damages pursuant to Paragraphs 15(b), 15(g) and 15(h) and reasonable attorneys' fees and reasonable costs to the prevailing party.
- (f) The arbitration shall occur within the municipal limits of the Town unless the parties agree otherwise in writing.
- (g) This agreement to arbitrate shall be specifically enforceable by either party under the prevailing laws of the State of Arizona and the United States. Any award rendered by the arbitrator(s) shall be final and enforceable by any party to the arbitration, and judgment shall be made upon it in accordance with the applicable laws of any court having jurisdiction thereof. The arbitrator(s) decision shall be final and conclusive as to the facts. Either party may appeal manifest errors of law to a court of competent jurisdiction within fifteen (15) days of the award. Notwithstanding anything in this Agreement to the contrary, if either party fails to take action consistent with the arbitrator(s) award within fifteen (15) days after demand, then the other party may either utilize the arbitration process set forth in this Paragraph 15 (but without limitation on remedy) or pursue in court any remedy available to it at law or in equity, including, without limitation, monetary damages, resulting from the failure to take action consistent with the arbitrator(s) award and/or the underlying dispute that was the subject of the arbitration.
- (h) Notwithstanding anything in this Agreement to the contrary, if either party believes the other party is exercising the rights under this Agreement in bad faith, the aggrieved party must notify the other party of the facts forming the basis of

the aggrieved party's assertion of bad faith. If the other party fails to cure the facts forming the basis of the aggrieved party's assertion of bad faith within fifteen (15) days after notice thereof, then such dispute shall be submitted to arbitration. If the arbitrator finds that a party has acted in bad faith, then the aggrieved party may request, and the arbitrator may award, any remedy available to the aggrieved party, at law or in equity, including without limitation, monetary damages.

- (i) Unless otherwise agreed in writing, and notwithstanding any other rights or obligations of either party under the Agreement, the Owner and the Town shall carry on with the performance of their respective duties, obligations and services hereunder during the pendency of any claim, dispute, or other matter in question giving rise to arbitration or mediation, as the case may be.
- (j) The dispute resolution process set forth in this Paragraph 15 shall not apply to an action by the Town to condemn or acquire by inverse condemnation all or any portion of the Property or to claims for injunctive relief or mandamus by either party. The failure by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days (the "Cure Period") after written notice thereof from the other party shall constitute a default. In the event such default is not cured within the Cure Period, the non-defaulting party shall have the right to seek injunctive relief or mandamus in a court of competent jurisdiction.
- (k) Notwithstanding anything in this Agreement to the contrary, the provisions of Paragraphs 14 and 15 shall not be construed or applied so as to prevent Owner or Town from seeking injunctive relief on an emergency basis to prevent immediate or irreparable harm.

16. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or the Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

17. Future Effect. Time is of the essence of this Agreement. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereof including, without limitation, to third party builders; provided, however, the Owner's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof and only by a written instrument, recorded in the Official Records of Pinal County, Arizona, expressly assigning such rights and obligations.

Notwithstanding the foregoing, the Town agrees that the ongoing ownership, operation and maintenance obligations provided by this Agreement, other than those pertaining to construction of public infrastructure improvements, may be assigned to one or more HOAs to be established by the Owner. The Owner agrees to provide the Town with written notice of any assignment of the Owner's rights or obligations within 15 days after such assignment. In the event of a complete assignment by Owner of all rights and obligations of Owner hereunder, Owner's liability hereunder shall terminate effective upon the assumption by Owner's assignee. Nothing

in this Agreement shall operate to restrict the Owner's ability to assign any of its rights and obligations under this Agreement to those entities that acquire all or any portion of the Property.

18. Names and Plans. The Owner shall be the sole owner of all names, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the instance of the Owner in connection with the Property; provided, however, that in connection with any conveyance of portions of the Property to the Town such rights pertaining to the portions of the Property so conveyed shall be assigned, to the extent that such rights are assignable to the Town.

19. No Owner Representations. Nothing contained herein or in the PUD shall be deemed obligate the Town or the Owner to complete any part or all of the development of the Property.

20. Good Standing; Authority. Each of the parties and their assigns represents (and will represent) and warrants to the other that: (i) it is duly formed and validly existing under the laws of Arizona, with respect to the Owner, or a municipal corporation within the State of Arizona, with respect to the Town; (ii) that it is an Arizona corporation or municipal corporation or limited liability company duly qualified to do business in the State of Arizona and is in good standing under applicable state laws, and (iii) that the individual(s) executing this Agreement (or who will execute this Agreement) on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.

20. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses the Town from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit the Town to take such action at its discretion, if such a construction is permitted by law.

21. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

22. Choice of Forum. Notwithstanding A.R.S. § 12-408, any suit or action brought under this Agreement shall be commenced in Superior Court of the State of Arizona in and for the County of Pinal and may be removed therefrom only upon the mutual agreement of the Town and Owner.

23. Recordation. This Agreement shall be recorded in its entirety in the official records of Pinal County, Arizona, not later than ten (10) days after this Agreement is executed by the Town and the Owner.

24. Notice. Any notice, (delivered by mail, hand or federal express) assignment, payment or other communication provided for or required by this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or when deposited in the United States Postal Service, certified or registered, return receipt requested, postage prepaid, properly addressed to the person to whom such notice is intended to be given at its respective addresses as follows:



The Town: Town Manager  
Town of Florence  
775 N. Main Street  
PO Box 2670  
Florence, Arizona 85132

With Copy To: Town Attorney  
Town of Florence  
775 N. Main Street  
PO Box 2670  
Florence, Arizona 85132

The Owner: Howard L. Hawks  
14302 FNB Parkway  
Omaha, NE 68154

With Copy To: James P. Waldron  
Cross & Welch, PC LLO  
2120 South 72<sup>nd</sup> Street  
1500 Omaha Tower  
Omaha, NE 68124

Karen Snow  
14302 FNB Parkway  
Omaha, NE 68154

The parties entitled to notice, including any assignees of this Agreement, may be changed by sending notice to the other parties of the name and address of the individual thereafter entitled to notice under this Agreement.

25. Effective Date and Term. This Agreement shall become effective and shall be binding upon and enforceable by all parties hereto, their successors and assigns, immediately upon the approval by the Town Council of this document. The term of this Agreement (the "Term") shall be for a period of the earlier of: (i) complete build-out of the Property, (ii) mutual termination by the parties, or (iii) fifteen (15) years from the date of recordation of this Agreement.

26. Attorneys' Fees. If any legal proceeding is initiated by any party hereto (or their successor(s)) with respect to this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief to which it is entitled, its cost of suit incurred in connection with such legal proceeding, and its reasonable attorneys' fees.

27. Insurance Requirements. The Owner, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. rating of "A", or approved and licensed to do business in the State of Arizona with policies and forms satisfactory to the Town. All insurance required herein shall be maintained in full force and effect during the time that construction improvements are being made during the term of this Agreement; failure to do so may, at the sole discretion of the Town, constitute an

event of default by the Owner under this Agreement. The Owner's insurance shall be primary insurance, and any insurance or self-insurance maintained by the Town shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the Town. The insurance policies required by this Agreement shall name the Town, its agents, officers, officials and employees as additional Insureds.

- (a) General Liability. The Owner shall, at its expense, maintain a policy of comprehensive public liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$1,000,000 general aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as Insurance Service Office, Inc., Policy Form CG 000211093 (October 2001 version). The coverage shall not exclude X, C, and U. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as Insurance Service Office, Inc., Additional Insured, Form B, CG2O101185 (October 2001 version).
- (b) Automobile Liability. The Owner shall, at its expense, maintain a commercial / business automobile liability insurance policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to any of the Owner's owned, hired and non-owned vehicles assigned to or used in performance of this Agreement. Coverage will be at least as broad as coverage code I, "any auto", Insurance Service Office, Inc., Policy Form CA 00011293, or any replacements thereof. Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000.00 per accident limits for bodily injury and property shall apply.
- (c) Indemnification. Except as otherwise specifically provided in this Agreement, to the fullest extent permitted by law, the Owner shall protect, defend, indemnify and hold harmless the Town, its Council members, agents, officers, officials and employees from and against all suits, claims, demands, damages, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, together with expenses (including but not limited to attorneys' fees, court costs, the cost of appellate proceedings, and all claim adjusting and handling expenses), relating to, arising out of, resulting from or alleged to have resulted from the Owner's acts, errors, mistakes or omissions relating to any action or inaction of the Owner under this Agreement, including but not limited to the acts, errors, mistakes, omissions, work or services of the Owner's agents, employees, contractors, subcontractors or anyone for whose acts they or the Owner may be liable in the performance of this Agreement, and regardless of whether or not such claims, demands, damages, losses, liabilities, fines, charges, penalties,

administrative and judicial proceedings, orders, judgments, remedial actions, costs, cleanup actions and expenses are caused in part by the passive negligence of the Town, its Council members, agents, officers, officials and employees. The Town shall remain responsible to the fullest extent permitted by law for any acts of active negligence by the Town, its Council members, agents, officers, officials and employees.

- (i) The Owner's duty to defend, hold harmless and indemnify the Town, its Council members, agents, officers, officials and employees shall arise in connection with any suits, claims, damages, losses or expenses that are attributable to or otherwise relate to, result from, or are alleged to have resulted from the Owner's acts, errors, mistakes or omissions relating to any action or inaction of the Owner under this Agreement, including but not limited to the acts, errors, mistakes, omissions, work or services of the Owner's agents, employees, contractors or anyone for whose acts they or Owner may be liable in the performance of this Agreement, regardless of the legal or equitable grounds upon which such suits, claims, damages, losses and expenses are based.
- (ii) The amount and type of insurance coverage requirements set forth herein are separate and independent from the indemnity provisions of this Agreement and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions of this Agreement. The indemnity provisions of this Agreement shall not be construed in any way to limit the scope, magnitude and applicability of the insurance provisions of this Agreement.
- (iii) The indemnity provisions of this Agreement shall survive the termination of this Agreement.

28. Lot Sale. It is the intention of the parties that although recorded, this Agreement shall not create conditions or exceptions to title or covenants running with any individual lots into which the Property is subdivided. Any title insurer can rely on this section when issuing any commitment to insure title to any individual lot or when issuing a title insurance policy for any individual lot. So long as not prohibited by law, this Agreement shall automatically terminate as to any individual lot (and not in bulk), without the necessity of any notice, agreement or recording by or between the parties, upon conveyance of the lot to a homebuyer by a recorded deed. For this section, "lot" shall be any lot upon which a home has been approved by the Town.

29. No Partnership; Third Parties. This Agreement is not intended to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Owner and the Town or between any parties comprising Owner.

30. Compliance With Certain Federal and State Laws. The Owner hereby agrees to comply with all applicable provisions of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. If the Agreement contains provisions relating to the construction of public infrastructure improvements or the formation of

a Community Facilities District pursuant to A.R.S. § 48 - 701 et seq., the Owner hereby agrees to comply with all applicable provisions of Arizona Revised Statutes (“A.R.S.”) § 34 - 301 “Employment of Aliens on Public Works Prohibited”, A.R.S. § 34 - 302 “Residence Requirements for Employees”, and A.R.S. § 41-4401 “Government Procurement” (hereinafter referred to as the “Immigration Laws”). A breach of the Immigration Laws shall constitute a default of this Agreement and, if uncured, may subject the Owner to additional penalties including termination of the Agreement at the sole discretion of the Town. Notwithstanding anything contained in this Agreement to the contrary, Town retains the legal right to inspect the immigration papers or other residency documents of the Owner’s, contractor’s or any subcontractor’s employees who perform work under this Agreement, to ensure that Owner, contractor and any subcontractors are complying with the Immigration Laws. Owner agrees not to hinder the Town in regard to any such inspections. The Town may, in its sole discretion, conduct random verification of the employment records of the Owner, contractor and any subcontractors to ensure compliance with the Immigration Laws. Owner shall not be deemed to have materially breached the Immigration Laws if the Owner establishes that it has complied with the employment verification requirements of the federal Immigration and Nationality Act, 8 U.S.C.A. §1324(a) and 8 U.S.C.A. §1324 (b)(1)(A), et seq., the E-Verify requirements of A.R.S. § 23 - 214(A) and if Owner includes the provisions of this section in any contract the Owner enters into with any and all of its contractors, which contracts shall contain provisions which require such contractors to include the provisions of this section in such contractors’ contracts with any subcontractors who provide services relating to the construction of public infrastructure improvements. “Services”, as used herein, are defined as the furnishing of labor, time or effort in the State of Arizona by Owner, a contractor or any subcontractor. “Services” also includes construction or maintenance of any structure, building, transportation facility or improvement of real property.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates written above.

**TOWN OF FLORENCE, an Arizona municipal corporation**

\_\_\_\_\_  
Tom J. Rankin, Mayor

\_\_\_\_\_  
Date

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, Town Clerk

\_\_\_\_\_  
James Mannato, Town Attorney

Howard L. Hawks

STATE OF NEBRASKA     )  
  ) ss.  
County of \_\_\_\_\_ )

The foregoing Development Agreement for \_\_\_\_\_ was acknowledged before me this day of \_\_\_\_\_, 2014, by Howard W. Hawks, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

# **EXHIBITS**

Exhibit A - Legal Description

Exhibit B – Unrecorded Final Plat for Heritage Estates

Exhibit C – Development Impact Fee Schedule

**EXHIBIT A**  
**APN 200-31-009C**

That part of Section 7, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

COMMENCING at the Northwest corner of said Section 7;

THENCE South 87 degrees 00 minutes 13 seconds East, a distance of 280.94 feet, to a point on the Easterly right-of-way of Southern Pacific Railroad, the True Point of Beginning;

THENCE continue South 87 degrees 00 minutes 13 seconds East, a distance of 1839.50 feet;

THENCE South 02 degrees 31 minutes 37 seconds West, a distance of 2279.58 feet, to a point on the Easterly right-of-way line of Southern Pacific Railroad;

THENCE North 36 degrees 11 minutes 22 seconds West, along said right-of-way, a distance of 2940.91 feet to the True Point of Beginning.

**NOTES**

- NO TREES ARE PERMITTED WITHIN THE RIGHT-OF-WAY SIGHT-VISIBILITY EASEMENTS AND NO TEMPORARY OR PERMANENT OBJECT, STRUCTURE OR LANDSCAPING SHALL EXCEED TWENTY-FOUR INCHES IN HEIGHT WITHIN THE RIGHT-OF-WAY SIGHT VISIBILITY EASEMENTS.
- TRACTS A THROUGH I ARE COMMON AREAS WHICH SHALL BE GRANTED AND CONVEYED TO AND MAINTAINED BY THE HERITAGE ESTATES HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION.
- NO STRUCTURE SHALL BE CONSTRUCTED IN NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE STORM WATER RETENTION/RETENTION AREAS OR TO DRAINAGE EASEMENTS WITHOUT PRIOR APPROVAL BY PINAL COUNTY.
- THE STORM WATER RETENTION VOLUMES REQUIRED BY THE PINAL COUNTY DRAINAGE ORDINANCE HAVE BEEN MET AND THE OVERALL GROSS RETENTION/RETENTION VOLUMES WILL NOT BE CHANGED WITHOUT PRIOR APPROVAL BY PINAL COUNTY. MAINTENANCE OF THE AREAS SUBJECT TO STORM WATER RETENTION/RETENTION SHALL BE THE RESPONSIBILITY OF THE HERITAGE ESTATES H.O.A.
- ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND.
- MAINTENANCE OF ALL STREET LIGHTING AND LANDSCAPING WITHIN THE COMMON AREAS AND THE STREETS RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE HERITAGE ESTATES HOMEOWNERS ASSOCIATION.
- ALL WORK WITHIN THE SUBDIVISION STREETS WHETHER PUBLIC OR PRIVATE, REQUIRE PERMITS FROM AND INSPECTIONS BY PINAL COUNTY.
- ALL WORK WITHIN PUBLIC RIGHTS-OF-WAY REQUIRE PERMITS FROM AND INSPECTIONS BY PINAL COUNTY.
- ALL TRENCH WORK WITHIN UTILITY EASEMENTS REQUIRE PERMITS FROM AND INSPECTIONS BY PINAL COUNTY.
- ON ALL LOTS THE OWNER AND/OR DEVELOPER SHALL ENSURE THAT RESIDENTIAL OWNLINES CAN FIT WITHIN THE BUILDING SETBACKS INCLUDING BAY WINDOWS, FIREPLACES, PORCHES, COVERED PATIOS, ETC.
- THIS SUBDIVISION IS SUBJECT TO THE REQUIREMENTS OF THE INTERNATIONAL FIRE CODE, AS ADOPTED BY PINAL COUNTY AND ADMINISTERED BY THE PINAL COUNTY BUILDING SAFETY DEPARTMENT.
- NO SCHOOL OR DAY CARE CENTER SHALL BE LOCATED WITHIN 1/4 MILE OF LAND IN AGRICULTURAL PRODUCTION REQUIRING AERIAL SPRAYING.
- A MODEL HOME COMPLEX WITH ACCESSORY USES MAY BE PROVIDED IN THIS SUBDIVISION PARCEL UPON COMPLETION OF THE SITE'S USE AS A MODEL COMPLEX, ALL LOTS WILL REVERT TO RESIDENTIAL UNITS (UPON BUILD-OUT).
- COVENANTS, CONDITIONS AND RESTRICTIONS WERE RECORDED ON \_\_\_\_\_ IN DOCKET \_\_\_\_\_ AT PAGE(S) \_\_\_\_\_ IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA.
- THERE WILL BE A MODEL COMPLEX, AS AN ACCESSORY, ON LOTS \_\_\_\_\_ THROUGH \_\_\_\_\_ INCLUSIVE. LOT \_\_\_\_\_ WILL BE A SALES CENTER. LOT \_\_\_\_\_ WILL BE A PARKING AREA, AND LOT \_\_\_\_\_ WILL BE OVERLAP PARKING LOTS. \_\_\_\_\_ SHALL BE LANDSCAPED IN CONJUNCTION WITH PARKING. UPON COMPLETION OF SITE'S USE AS A MODEL COMPLEX, ALL LOTS WILL REVERT TO RESIDENTIAL UNITS (UPON BUILD-OUT).

**BASIS OF BEARING**

BASED UPON THE AZ STATE PLANE 1983 COORDINATE SYSTEM AND G.P.S. INSTRUMENTATION;  
 THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 9 EAST, HAVING A MEASURED BEARING OF S89°54'36"E.

**AREA TABLE**

TRACT	SQUARE FEET	USE	ZONED
TRACT A	60,660	OPEN SPACE/RETENTION/RECREATION/RRIG ESMT/PUE/DRAINAGE/SVE	CR-3/PAD
TRACT B	31,103	OPEN SPACE/RETENTION/RRIG ESMT/PUE/DRAINAGE/SVE	CR-3/PAD
TRACT C	24,760	OPEN SPACE/RETENTION/RECREATION/PUE/DRAINAGE/SVE	CR-3/PAD
TRACT D	10,458	OPEN SPACE/RETENTION/PUE/DRAINAGE/RECREATION/SVE	CR-3/PAD
TRACT E	2,280	OPEN SPACE/PUE/SVE	CR-3/PAD
TRACT F	28,855	OPEN SPACE/RETENTION/PUE/DRAINAGE/RECREATION/SVE	CR-3/PAD
TRACT G	12,158	OPEN SPACE/RETENTION/PUE/DRAINAGE/RECREATION/SVE	CR-3/PAD
TRACT H	122,169	OPEN SPACE/RETENTION/PUE/DRAINAGE/RECREATION/SEWER ESMT/SVE	CR-3/PAD
TRACT I	897	OPEN SPACE/RRIG ESMT/SVE	CR-3/PAD
ALL LOTS	1,210,303 SF / 27,785 AC		
ALL TRACTS	293,361 SF / 6,735 AC		
TOTAL RIGHT OF WAY	448,522 SF / 10,297 AC		
GROSS BOUNDARY	1,952,186 SF / 44,816 AC		

NOTE: 4 (33'x33') SIGHT VISIBILITY EASEMENTS AREA=1334 S.F.  
 21 (21'x21') SIGHT VISIBILITY EASEMENTS AREA=1972 S.F.  
 25 TOTAL SIGHT VISIBILITY EASEMENTS TOTAL AREA=3306 S.F.

SIGHT VISIBILITY EASEMENT AREA IS INCLUDED IN AREAS SHOWN FOR TRACTS AND LOTS IN AREA TABLE.

# FINAL PLAT

FOR

# HERITAGE ESTATES

A PORTION OF THE NORTH HALF OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA

**SHEET INDEX**

TITLE	SHEET NO.
COVER	1
BOUNDARY	2
TABLE	3
FP01-FP06	4-9

**DEVELOPER**

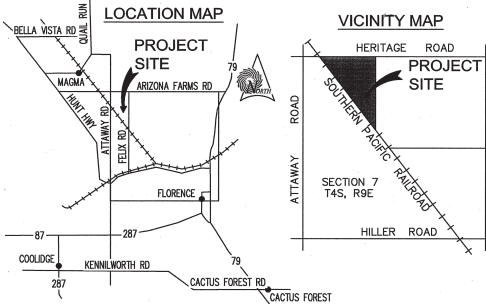
SHORTHAR LLC  
 1870 W. FRONCE ROAD, #11  
 TUCSON, AZ 85705  
 CONTACT: JONATHAN D. TATE  
 PHONE: (520) 887-7401

**OWNER**

SHORTHAR LLC  
 1870 W. FRONCE ROAD, #11  
 TUCSON, AZ 85705  
 CONTACT: JONATHAN TATE  
 PHONE: (520) 887-7401

**ENGINEER**

SUNRISE ENGINEERING, INC.  
 2152 VINEYARD, SUITE 123  
 MESA, AZ 85202  
 CONTACT: DEAN CROUSE RLS  
 PHONE: (480) 768-8600



**ASSURED WATER SUPPLY**

THIS SUBDIVISION IS WITHIN THE SERVICE AREA OF JOHNSON UTILITIES, LLC, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. § 45-576. A COMMITMENT TO SUPPLY WATER SERVICE TO THIS PLATTED SUBDIVISION HAS BEEN RECEIVED FROM SAID COMPANY AS EVIDENCED BY BRAIN TOMPSETT, A COPY OF WHICH IS SUBMITTED WITH THIS PLAT.

**LAND USE TABLE**

ZONED	# OF LOTS
CR-3/PAD	185
TOTAL	185

**UTILITIES / SERVICES**

WATER JOHNSON UTILITIES COMPANY, LLC  
 SANITARY SEWER JOHNSON UTILITIES COMPANY, LLC  
 ELECTRICAL SALT RIVER PROJECT  
 NATURAL GAS CITY OF MESA  
 TELEPHONE CENTRAL ARIZONA COMMUNICATIONS  
 CABLE TV RURAL METRO FIRE DEPARTMENT  
 FIRE PROTECTION FLORENCE SCHOOL DISTRICT  
 SCHOOLS PINAL COUNTY SHERIFF'S DEPT  
 POLICE

**LEGEND**

- PROPERTY LINE/LOT LINE
- RIGHT OF WAY LINE
- SECTION LINE
- SUBDIVISION BOUNDARY LINE
- EASEMENT LINE
- C/L STREET MONUMENT
- BOUNDARY MONUMENT - SET (AND DESCRIPTION)
- ⊙ SECTION CORNER MONUMENT - FOUND (AND DESCRIPTION)
- SVE Δ SIGHT VISIBILITY EASEMENT - 33'X33'
- SVE Δ SIGHT VISIBILITY EASEMENT - 21'X21'
- VNAE VEHICULAR NON-ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- PCR PINAL COUNTY RECORDER

**LIEN HOLDERS RATIFICATION**

THE UNDERSIGNED IS THE HOLDER OF THE BENEFICIARY INTEREST UNDER DEED OF TRUST DATED November 19, 2006 AND RECORDED ON \_\_\_\_\_ AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA AND DOES HEREBY RATIFY THIS PLAT THIS 27 DAY OF March, 2007.

BY: Howard A. Hawks  
 TITLE: Attorney in Fact  
 STATE OF Nebraska  
 COUNTY OF Douglas } SS.

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

NON-EXCLUSIVE DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, ACROSS AND THROUGH TRACTS A-D, F-H AND AREAS DESIGNATED AS SUCH HEREON. NO USE SHALL BE PERMITTED WITHIN THE DRAINAGE EASEMENTS WHICH WOULD PROHIBIT OR INTERFERE WITH THE DRAINAGE USE. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE HERITAGE ESTATES HOMEOWNERS ASSOCIATION. SHOULD THE ASSOCIATION NOT ADEQUATELY MAINTAIN THE DRAINAGE EASEMENTS, THE GOVERNING ENTITY HAVING JURISDICTION OVER THE AREA IN WHICH THE DRAINAGE EASEMENTS ARE LOCATED, AT ITS DISCRETION, MAY ENTER UPON AND MAINTAIN THE DRAINAGE EASEMENTS, AND CHARGE THE ASSOCIATION THE COST OF THE MAINTENANCE. ALL OTHER EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.

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

SEWER EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, UNDER, ACROSS AND THROUGH THOSE AREAS DESIGNATED AS SUCH HEREON FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL OF SEWER LINES. MAINTENANCE OF THE AREAS SUBJECT TO SUCH EASEMENTS SHALL BE THE RESPONSIBILITY OF THE HOME OWNER'S ASSOCIATION.

IT IS AGREED THAT PRIOR TO THE SALE OF ANY LOT OR THE ISSUANCE OF ANY BUILDING PERMITS, WHOEVER OCCURS FIRST, ALL LOTS WILL BE ACCURATELY STAKED AND MARKED, AS DESIGNATED ON THIS PLAT, AND DESCRIBING THE TYPE OF MARKERS USED.

IN WITNESS WHEREOF:  
 SHORTHAR LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HERETOBY CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS SUBDIVISION PLAT BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS 27 DAY OF March, 2007.

SHORTHAR LLC, AN ARIZONA LIMITED LIABILITY COMPANY  
 BY: Dean R. Crouse  
 TITLE: Managing Member

STATE OF ARIZONA }  
 COUNTY OF PINAL } SS.  
 ON THIS 27 DAY OF March, 2007, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED Howard A. Hawks WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE \_\_\_\_\_ OF \_\_\_\_\_ AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING RATIFICATION.

BY: Nancy A. Faxon Nov. 27, 2007  
 NOTARY PUBLIC MY COMMISSION EXPIRES \_\_\_\_\_

**LAND SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF JULY, 2005, AND THIS PLAT REPRESENTS THE SURVEY MADE. I FURTHER CERTIFY THAT 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 RE-TRACED.

BY: Dean R. Crouse 3-18-07  
 DEAN R. CROUSE DATE  
 ARIZONA REGISTERED LAND SURVEYOR, #25070  
 SUNRISE ENGINEERING, INC.  
 2152 S. VINEYARD, SUITE 123  
 MESA, AZ 85202  
 (480) 768-8600

**APPROVALS**

THIS PLAT HAS BEEN APPROVED AS TO FORM BY:  
 PINAL COUNTY PLANNING & DEVELOPMENT SERVICES DATE \_\_\_\_\_  
 PINAL COUNTY ENVIRONMENTAL HEALTH DATE \_\_\_\_\_  
 PINAL COUNTY ENGINEER DATE \_\_\_\_\_

ASSURANCES IN THE FORM OF \_\_\_\_\_ HAVE BEEN SUBMITTED TO PINAL COUNTY WITH THIS PLAT TO GUARANTEE INSTALLATION OF ALL REQUIRED MAJOR INFRASTRUCTURE FOR THIS PROJECT.  
 THIS PLAT HAS BEEN APPROVED AS TO FORM IN ACCORDANCE WITH A.R.S. § 11-806.01, RECORDED ON THIS DAY OF \_\_\_\_\_, 2007. APPROVAL OR ACCEPTANCE BY PINAL COUNTY FOR DESIGNATION OF ANY STREET, HIGHWAY, BICYCLE FACILITY OR OTHER WAY OR OPEN SPACE SHOWN UPON THIS PLAT INTO THE COUNTY MAINTENANCE SYSTEM.  
 PINAL COUNTY BOARD OF SUPERVISORS  
 BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_ CLERK

STATE OF ARIZONA } SS  
 COUNTY OF PINAL }  
 I hereby certify that the within instrument is filed in the official records of this County in Cabinet \_\_\_\_\_ Side \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Request of: \_\_\_\_\_  
 Witness my hand and official seal. \_\_\_\_\_  
 COUNTY SEAL By: \_\_\_\_\_ Pinal County Recorder Deputy

**DECLARATION, TITLE WARRANTY, AND DEDICATION**

STATE OF ARIZONA } SS  
 COUNTY OF PINAL }  
**KNOW ALL MEN BY THESE PRESENTS:**  
 SHORTHAR LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS OWNER HAS SUBDIVIDED UNDER THE NAME OF HERITAGE ESTATES LOCATED IN THAT PORTION OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA AS SHOWN PLATTED HEREON AND HEREBY DECLARES THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT SAID LOTS, TRACTS AND STREETS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY.

SHORTHAR LLC, AN ARIZONA LIMITED LIABILITY COMPANY IS THE OWNER OF FEE TITLE IN: (A) THE PROPERTY BEING DEDICATED ON THIS PLAT TO THE PUBLIC FOR ROADWAY PURPOSES AND ALL INCIDENTALS THERETO; AND (B) THE PROPERTY UPON OR ACROSS WHICH EASEMENTS ARE BEING DEDICATED ON THIS PLAT TO THE PUBLIC. SHORTHAR LLC HEREBY WARRANTS TO PINAL COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, THE TITLE TO SUCH PROPERTY AGAINST ALL PERSONS CLAIMING UNDER IT, AND ANY OTHER MATTERS OF RECORD.

STREETS SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, TELECOMMUNICATIONS AND PUBLIC UTILITIES.

HERITAGE ROAD AS SHOWN ON THIS PLAT, IS HEREBY DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, TELECOMMUNICATIONS AND PUBLIC UTILITIES.

RIGHT-OF-WAY SIGHT-VISIBILITY EASEMENTS AS DESIGNATED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC AT ALL INTERSECTIONS WITH A PUBLIC STREET, 21' X 21' AT LOCAL TO LOCAL INTERSECTIONS AND 33' X 33' AT ARTERIAL OR COLLECTOR INTERSECTIONS WITH A PUBLIC STREET.

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

NON-EXCLUSIVE DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, ACROSS AND THROUGH TRACTS A-D, F-H AND AREAS DESIGNATED AS SUCH HEREON. NO USE SHALL BE PERMITTED WITHIN THE DRAINAGE EASEMENTS WHICH WOULD PROHIBIT OR INTERFERE WITH THE DRAINAGE USE. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE HERITAGE ESTATES HOMEOWNERS ASSOCIATION. SHOULD THE ASSOCIATION NOT ADEQUATELY MAINTAIN THE DRAINAGE EASEMENTS, THE GOVERNING ENTITY HAVING JURISDICTION OVER THE AREA IN WHICH THE DRAINAGE EASEMENTS ARE LOCATED, AT ITS DISCRETION, MAY ENTER UPON AND MAINTAIN THE DRAINAGE EASEMENTS, AND CHARGE THE ASSOCIATION THE COST OF THE MAINTENANCE. ALL OTHER EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.

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

SEWER EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, UNDER, ACROSS AND THROUGH THOSE AREAS DESIGNATED AS SUCH HEREON FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL OF SEWER LINES. MAINTENANCE OF THE AREAS SUBJECT TO SUCH EASEMENTS SHALL BE THE RESPONSIBILITY OF THE HOME OWNER'S ASSOCIATION.

IT IS AGREED THAT PRIOR TO THE SALE OF ANY LOT OR THE ISSUANCE OF ANY BUILDING PERMITS, WHOEVER OCCURS FIRST, ALL LOTS WILL BE ACCURATELY STAKED AND MARKED, AS DESIGNATED ON THIS PLAT, AND DESCRIBING THE TYPE OF MARKERS USED.

IN WITNESS WHEREOF:  
 SHORTHAR LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HERETOBY CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS SUBDIVISION PLAT BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS 27 DAY OF March, 2007.

SHORTHAR LLC, AN ARIZONA LIMITED LIABILITY COMPANY  
 BY: Dean R. Crouse  
 TITLE: Managing Member

STATE OF ARIZONA }  
 COUNTY OF PINAL } SS.  
 ON THIS 27 DAY OF March, 2007, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED Howard A. Hawks WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE \_\_\_\_\_ OF \_\_\_\_\_ AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THIS PLAT FOR THE PURPOSES THEREIN CONTAINED.

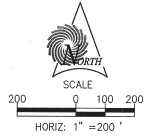
BY: Nancy A. Faxon August 22, 2008  
 NOTARY PUBLIC MY COMMISSION EXPIRES \_\_\_\_\_

**Exhibit B**

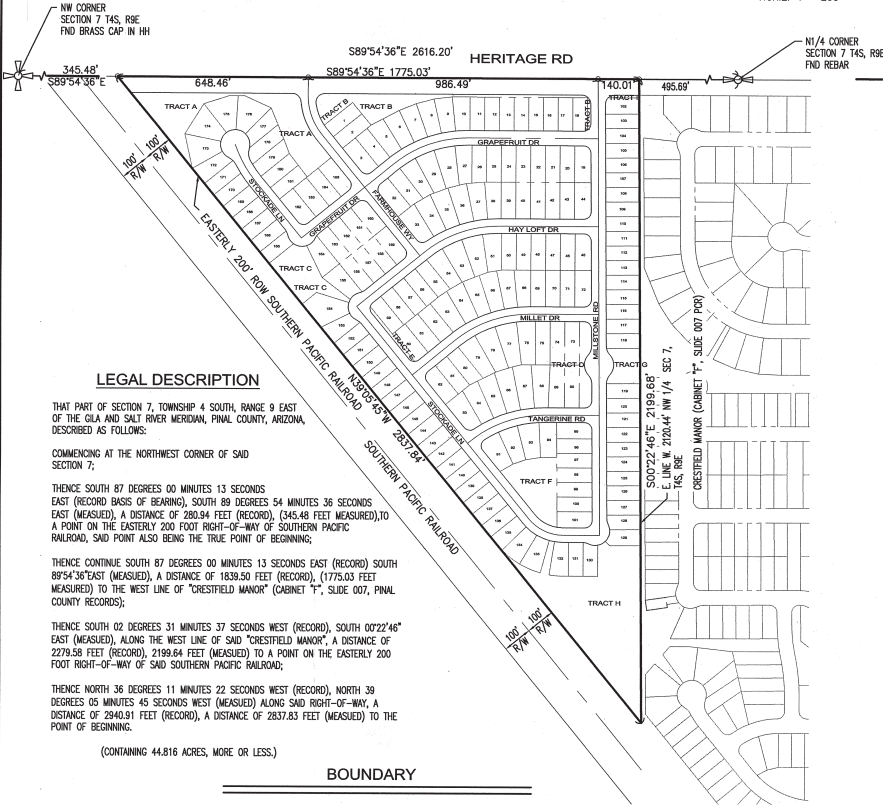
PLANNING CASE: 5-039-03 (ARIZONA FARMS 46 ACRE PARCEL)

P:\LANDTECH\01684\heritagewg\Final Plat\HER-BNDY-TABLE.dwg Mar 12, 2007 10:40am rccollier





STATE OF ARIZONA } ss  
 COUNTY OF PINAL }  
 I hereby certify that the within instrument is filed in the official records of this County in Cabinet \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Request of: \_\_\_\_\_ Witness my hand and official seal.  
 LAURA DEAN-LYTLE, Pinal County Recorder  
 COUNTY SEAL By: \_\_\_\_\_ Deputy



**LEGAL DESCRIPTION**

THAT PART OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7;

THENCE SOUTH 87 DEGREES 00 MINUTES 13 SECONDS EAST (RECORD BASIS OF BEARINGS), SOUTH 89 DEGREES 54 MINUTES 36 SECONDS EAST (MEASURED), A DISTANCE OF 289.94 FEET (RECORD), (345.48 FEET MEASURED), TO A POINT ON THE EASTERLY 200 FOOT RIGHT-OF-WAY OF SOUTHERN PACIFIC RAILROAD, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

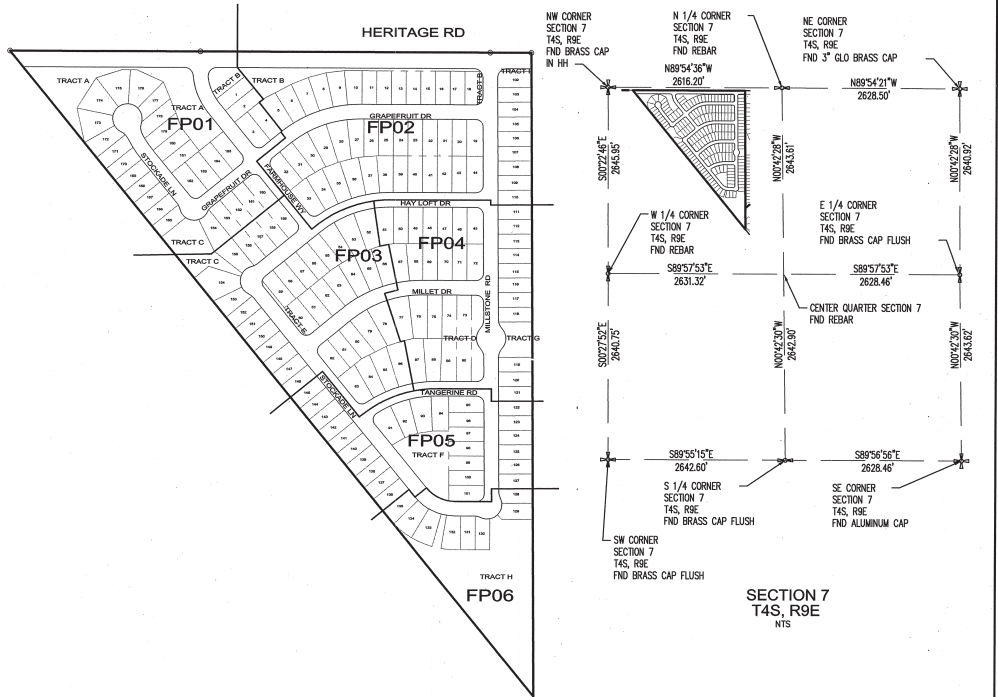
THENCE CONTINUE SOUTH 87 DEGREES 00 MINUTES 13 SECONDS EAST (RECORD) SOUTH 89°54'36\"/>

THENCE SOUTH 02 DEGREES 31 MINUTES 37 SECONDS WEST (RECORD), SOUTH 02°22'46\"/>

THENCE NORTH 36 DEGREES 11 MINUTES 22 SECONDS WEST (RECORD), NORTH 39 DEGREES 05 MINUTES 45 SECONDS WEST (MEASURED) ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 2940.91 FEET (RECORD), A DISTANCE OF 2837.83 FEET (MEASURED) TO THE POINT OF BEGINNING.

(CONTAINING 44.816 ACRES, MORE OR LESS.)

BOUNDARY



SHEET INDEX

CALL FOR RECORDING DATES BEFORE YOU BUY  
 602-263-1100  
 1-800-STAKE-IT  
 (OUTSIDE MARICOPA COUNTY)



**SUNRISE ENGINEERING**  
 2112 SOUTH VINEYARD, SUITE 123  
 MESA, ARIZONA 85210  
 TEL 480.768.8600 - FAX 480.768.8609  
 WWW.SUNRISE-ENG.COM

SHORTHAIR LLC

HERITAGE ESTATES  
 FINAL PLAT  
 Boundary, Sheet Index & Legend

SET NO.	DESIGNED	DRAWN	CHECKED	SHEET NO.	CHECKED	SHEET NO.
01684	JW	CM	DIRC	2 of 9		BNDRY



NW CORNER  
SECTION 7 T4S, R9E  
FND BRASS CAP IN HH

N89°54'36"W 345.48'

N LINE NW 1/4 SEC 7, T4S, R9E

S89°54'35"E 1275.03'

EXISTING 41.0' ELECTRIC  
EASEMENT (D.KT.#92, P#337 PCR)

EXISTING 40' GROUND WATER EASEMENT  
(DOC #2000-025337 PCR)

EXISTING 33.0' ROADWAY EASEMENT  
(D.KT.#375, P#572 PCR)

EXISTING PRIVATE 9' IRRIG ESMT  
(DOC# 2007- PCR)

COMMUNICATION  
EASEMENT  
FEE #  
2006-104542,  
PCR

HERITAGE RD

OPEN SPACE  
TRACT A

TRACT B

OPEN SPACE  
TRACT A

OPEN SPACE  
TRACT C

EASTERLY 200' ROW SOUTHERN PACIFIC RAILROAD

SOUTHERN PACIFIC RAILROAD

100' R/W

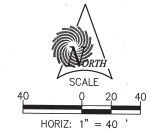
STOCKADE LN

GRAPEFRUIT DR


FARMHOUSE WY

(185)

STATE OF ARIZONA } SS  
COUNTY OF PINAL }  
I hereby certify that the within instrument is filed  
in the official records of this County in Cabinet  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Request of:  
Witness my hand and official seal.  
By: LAURA DEAN-LYDLE, Pinal County Recorder  
COUNTY SEAL Pinal County Deputy



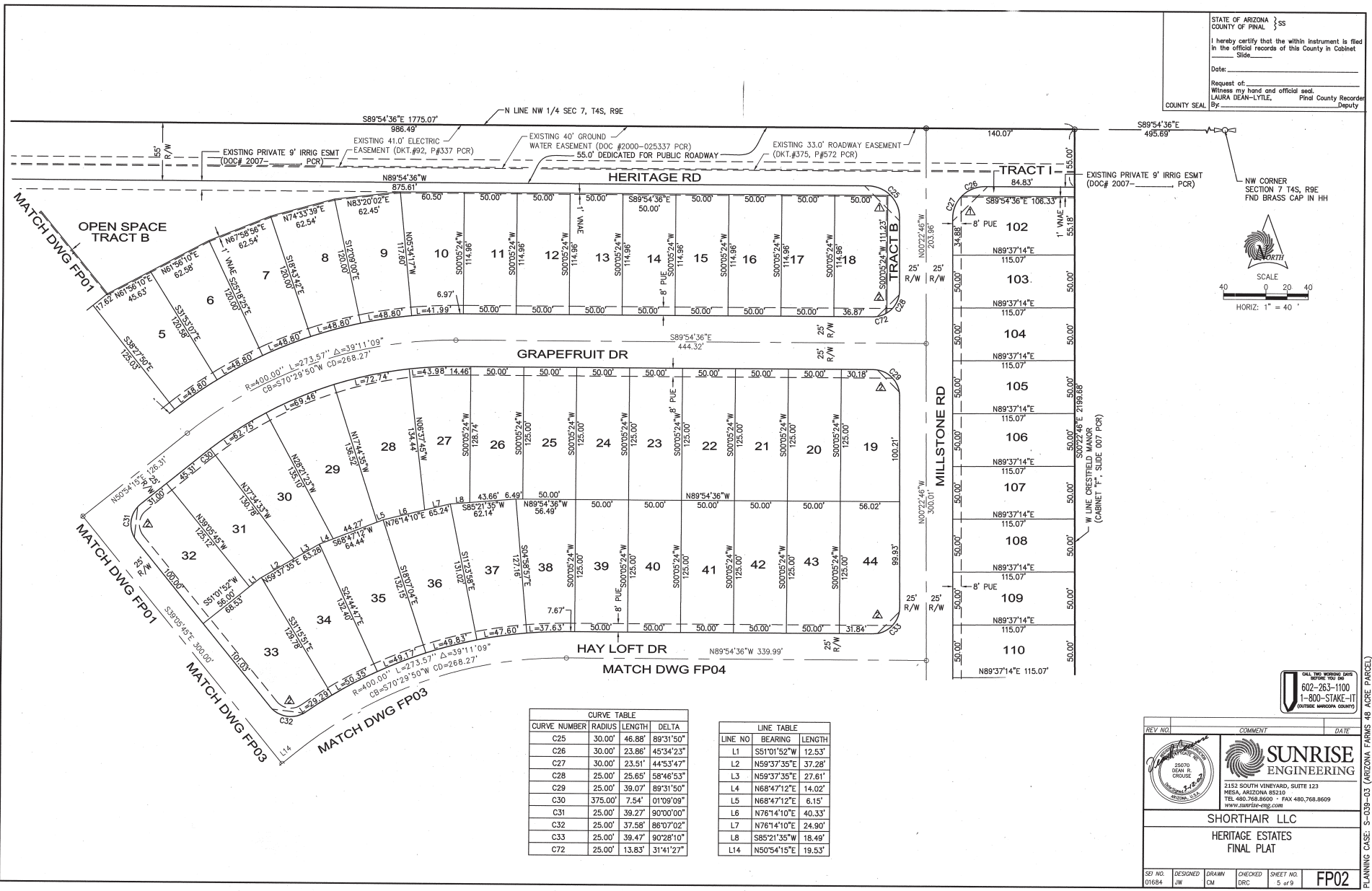
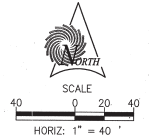
CURVE NUMBER	RADIUS	LENGTH	DELTA
C1	30.00'	44.67'	85°18'40"
C2	30.00'	51.39'	98°09'01"
C3	25.00'	39.27'	90°00'00"
C4	25.00'	39.27'	90°00'00"
C5	25.00'	39.27'	90°00'00"
C6	25.00'	39.27'	90°00'00"
C7	50.00'	13.51'	15°29'03"
C8	50.00'	9.04'	10°21'28"
C9	50.00'	40.42'	46°19'25"
C10	50.00'	46.88'	53°43'10"
C11	50.00'	34.67'	39°43'39"
C12	50.00'	15.32'	17°33'36"
C13	50.00'	7.23'	08°16'54"
C14	50.00'	15.25'	17°28'41"
C15	50.00'	17.25'	19°46'01"
C16	50.00'	30.81'	35°18'40"
C17	50.00'	35.71'	40°55'32"
C18	50.00'	35.71'	40°55'32"
C19	50.00'	35.71'	40°55'32"
C20	50.00'	35.71'	40°55'32"
C21	50.00'	51.28'	58°45'38"
C22	50.00'	4.01'	04°35'37"
C23	50.00'	40.97'	46°56'29"
C24	375.00'	14.55'	02°13'25"

REV NO	COMMENT	DATE
 <b>SUNRISE ENGINEERING</b> 2152 SOUTH VINEYARD, SUITE 123 MESA, ARIZONA 85210 TEL 480.768.8600 - FAX 480.768.8609 www.sunrise-eng.com		
<b>SHORTHAI R LLC</b> HERITAGE ESTATES FINAL PLAT		
SSI NO 01624	DESIGNED JW	DRAWN CM
CHECKED DRC	SHEET NO 4 of 9	<b>FP01</b>

P:\LANDTECH\0166\heritagess\eng\final\Plat\Final-PP.dwg Apr 03, 2007 12:50pm rcdllr

PLANNING CASE: S-039-03 (ARIZONA FARMS 48 ACRE PARCEL)

STATE OF ARIZONA }  
 COUNTY OF PINAL } SS  
 I hereby certify that the within instrument is filed  
 in the official records of this County in Cabinet  
 Side: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Request of: \_\_\_\_\_  
 Witness my hand and official seal.  
 LAURA DEAN-LYILE, Pinal County Recorder  
 COUNTY SEAL Deputy





CURVE TABLE			
CURVE NUMBER	RADIUS	LENGTH	DELTA
C25	30.00'	46.88'	89°31'50"
C26	30.00'	23.86'	45°34'23"
C27	30.00'	23.51'	44°53'47"
C28	25.00'	25.65'	58°46'53"
C29	25.00'	39.07'	89°31'50"
C30	375.00'	7.54'	01°09'09"
C31	25.00'	39.27'	90°00'00"
C32	25.00'	37.58'	86°07'02"
C33	25.00'	39.47'	90°28'10"
C72	25.00'	13.83'	31°41'27"

LINE TABLE		
LINE NO	BEARING	LENGTH
L1	S51°01'52"W	12.53'
L2	N59°37'35"E	37.28'
L3	N59°37'35"E	27.61'
L4	N68°47'12"E	14.02'
L5	N68°47'12"E	6.15'
L6	N76°14'10"E	40.33'
L7	N76°14'10"E	24.90'
L8	S85°21'35"W	18.49'
L14	N50°54'15"E	19.53'

CALL THE RECORDING CLERK  
 602-263-1100  
 1-800-STAKE-IT  
 (OUTSIDE MARICOPA COUNTY)

REV NO	COMMENT	DATE





**SUNRISE ENGINEERING**

2152 SOUTH VINEYARD, SUITE 123  
 MESA, ARIZONA 85210  
 TEL 480.768.8600 • FAX 480.768.8609  
 WWW.SUNRISE-ENG.COM

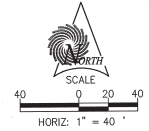
**SHORTHAIR LLC**  
 HERITAGE ESTATES  
 FINAL PLAT

SET NO.	DESIGNED	DRAWN	CHECKED	SHEET NO.	FP02
01684	JW	CM	DRG	5 of 9	FP02

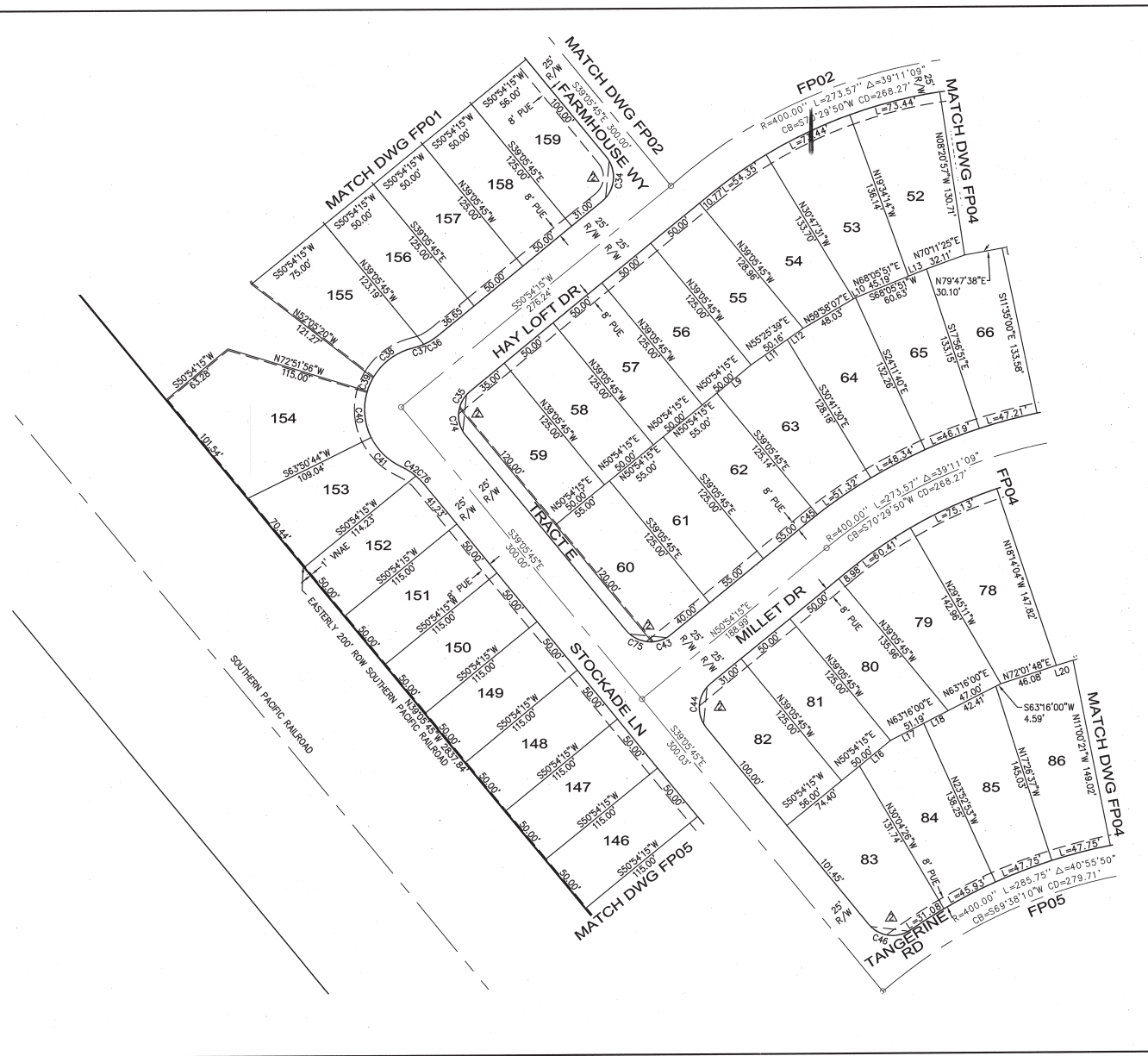
P:\LANDTECH\0184\heritagestate\dwg\final\platt\fp02.dwg Apr 03, 2007, 3:10pm, mcoller

PLANNING CASE: S-039-03 (ARIZONA FARM: 40 ACRE PARCEL)

P:\LAND\CD\0368\dwg\p01.dwg Plot: P01\_VERT-FP.dwg Apr. 03. 2007 12:54pm ccdk



STATE OF ARIZONA } SS  
 COUNTY OF PINAL }  
 I hereby certify that the within instrument is filed  
 in the official records of this County in Cabinet  
 Side \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Request of: \_\_\_\_\_  
 Witness my hand and official seal: \_\_\_\_\_  
 By: LAURA DEAN-LITTLE, Pinal County Recorder  
 COUNTY SEAL: \_\_\_\_\_ Deputy



CURVE TABLE			
CURVE NUMBER	RADIUS	LENGTH	DELTA
C34	25.00'	36.78'	90°00'00"
C35	25.00'	16.09'	36°52'12"
C36	50.00'	13.51'	15°29'03"
C37	50.00'	9.04'	10°21'28"
C38	50.00'	40.42'	46°19'25"
C39	50.00'	11.60'	13°17'17"
C40	50.00'	37.78'	43°17'20"
C41	50.00'	33.84'	38°47'00"
C42	50.00'	13.74'	15°44'31"
C43	25.00'	16.09'	36°52'12"
C44	25.00'	39.27'	90°00'00"
C45	425.00'	11.02'	01°29'06"
C46	25.00'	37.16'	85°10'07"
C74	25.00'	23.18'	53°07'48"
C75	25.00'	23.18'	53°07'48"
C76	50.00'	8.81'	10°06'00"

LINE TABLE		
LOT NO	BEARING	LENGTH
L9	N50°54'15"E	35.00'
L10	S59°58'07"W	1.84'
L11	N55°25'39"E	34.95'
L12	N55°25'39"E	15.21'
L13	S68°05'51"W	15.45'
L16	N50°54'15"E	31.60'
L17	N63°16'00"E	29.60'
L18	N63°16'00"E	21.58'
L20	N75°50'51"E	13.78'

CALL THE WORKING DAYS  
 602-263-1100  
 1-800-STAKE-IT  
 COURTESY: MARICOPA COUNTY

REV NO	COMMENT	DATE

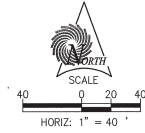
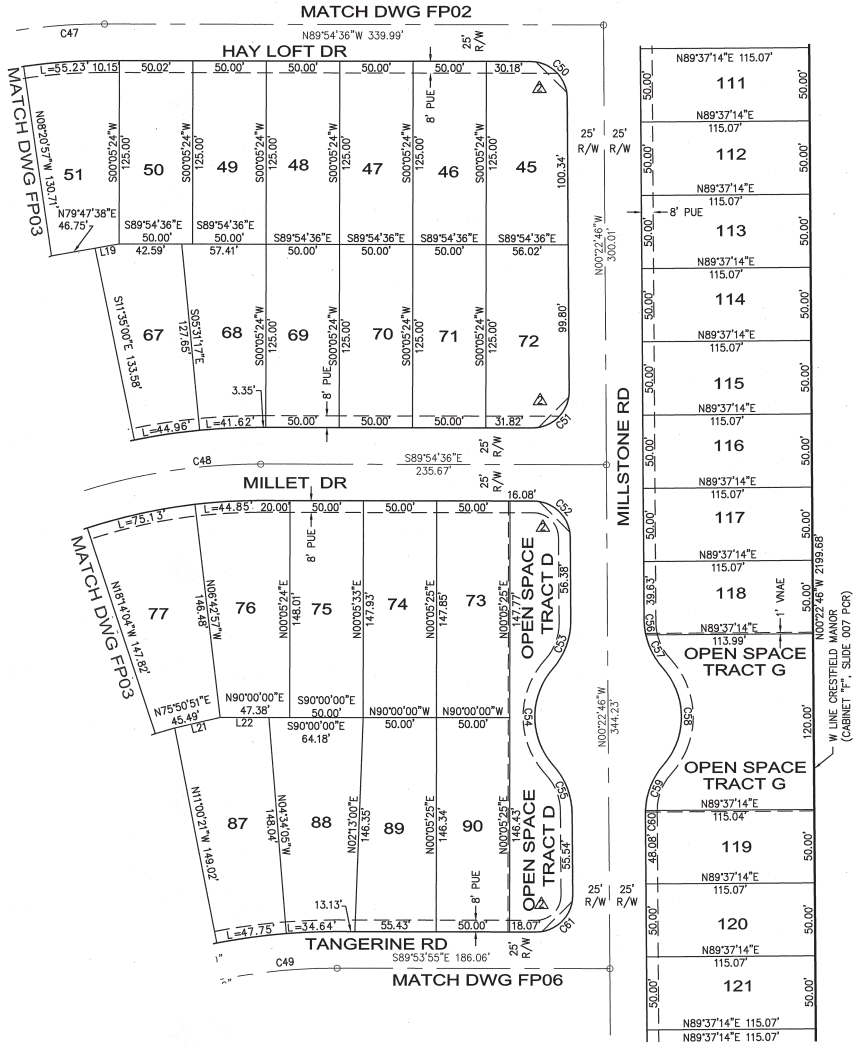
**SUNRISE ENGINEERING**

2152 SOUTH WINEYARD, SUITE 123  
 MESA, ARIZONA 85209  
 TEL 480.768.8600 • FAX 480.768.8609  
 www.sunrise-eng.com

**SHORTHAIR LLC**  
 HERITAGE ESTATES  
 FINAL PLAT

SD NO 01684	DESIGNED JW	DRAWN CM	CHECKED DRC	SHEET NO. 6 of 9	FP03
----------------	----------------	-------------	----------------	---------------------	------

PLANNING CASE: S-03B-03 (ARIZONA FARMS 48 ACRE PARCEL)



STATE OF ARIZONA }  
 COUNTY OF PINAL } SS  
 I hereby certify that the within instrument is filed  
 in the official records of this County in Cabinet  
 Slide \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Request of: \_\_\_\_\_  
 Witness my hand and official seal.  
 LAURA DEAN-LYTTLE, Pinal County Recorder  
 COUNTY SEAL By: \_\_\_\_\_ Deputy

CURVE TABLE			
CURVE NUMBER	RADIUS	LENGTH	DELTA
C47	400.00'	273.57'	39°11'09"
C48	400.00'	273.57'	39°11'09"
C49	400.00'	285.75'	40°55'50"
C50	25.00'	39.07'	89°31'50"
C51	25.00'	39.47'	90°28'10"
C52	25.00'	39.07'	89°31'50"
C53	50.00'	36.14'	41°24'35"
C54	50.00'	72.27'	82°49'09"
C55	50.00'	36.32'	45°51'27"
C56	50.00'	10.45'	11°58'11"
C57	50.00'	25.69'	29°26'24"
C58	50.00'	72.27'	82°49'09"
C59	50.00'	34.22'	39°12'42"
C60	50.00'	1.92'	02°11'53"
C61	25.00'	39.48'	90°28'10"

LINE TABLE		
NO	BEARING	LENGTH
L19	N79°47'38"E	16.65'
L20	N75°50'51"E	13.78'
L21	N75°50'51"E	31.71'
L22	N90°00'00"E	33.20'

REV. NO.	COMMENT	DATE

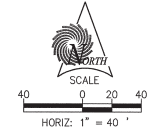
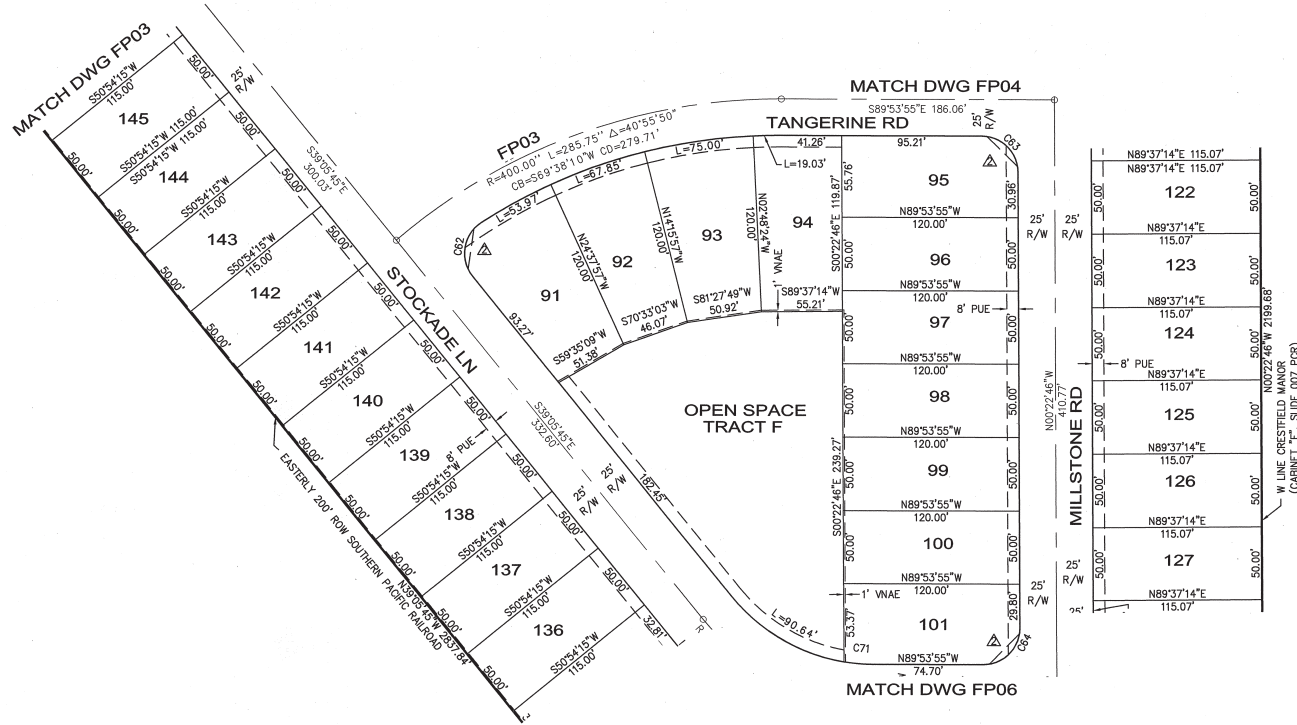
LAURA DEAN-LYTTLE  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF ARIZONA  
LICENSE NO. 2120

**SUNRISE ENGINEERING**  
2152 SOUTH VINEYARD, SUITE 123  
MESA, ARIZONA 85210  
TEL: 480.768.8600 • FAX: 480.768.8609  
www.sunrise-eng.com

**SHORTHAIR LLC**  
HERITAGE ESTATES  
FINAL PLAT

SET NO. 01684	DESIGNED JW	DRAWN CM	CHECKED BRC	SHEET NO. 7 of 9	FP04
------------------	----------------	-------------	----------------	---------------------	------


P:\LANDTECH\01684\heritages\Map\Final Post\NER-FP.dwg, Apr. 03, 2007, 12:51pm, rcollier



STATE OF ARIZONA } SS  
 COUNTY OF PINAL }  
 I hereby certify that the within instrument is filed  
 in the official records of this County in Cabinet  
 \_\_\_\_\_ Slide \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Request of: \_\_\_\_\_  
 Witness my hand and official seal. Pinal County Recorder  
 LAURA DEAN-LYTLE, \_\_\_\_\_ Deputy  
 COUNTY SEAL By: \_\_\_\_\_

CURVE TABLE			
CURVE NUMBER	RADIUS	LENGTH	DELTA
C62	25.00'	41.98'	96°13'00"
C63	25.00'	39.06'	89°31'09"
C64	25.00'	39.48'	90°28'51"
C71	125.00'	20.20'	09°15'30"

CALL THE WORKING GROUP  
 BEFORE YOU GO  
 602-263-1100  
 1-800-STAKE-IT  
 (OUTSIDE WILCOX COUNTY)

REV. NO.	COMMENT	DATE
 <b>SUNRISE ENGINEERING</b> 2152 SOUTH VINEYARD, SUITE 123 MESA, ARIZONA 85210 TEL 480-768-8600 • FAX 480-768-8609 www.sunrise-eng.com		
<b>SHORTHAIR LLC</b> HERITAGE ESTATES FINAL PLAT		
DES. NO. 01684	DESIGNED JW	DRAWN CM
CHECKED DRC	SHEET NO. 8 of 9	FP05

PLANNING CASE: S-03-03 (ARIZONA FARMS 48 ACRE PARCEL)





# EXHIBIT C

## UTILITY DEVELOPMENT IMPACT FEES

### WATER

Meter Size	Fee
5/8" - 3/4"	\$3,330
1"	\$5,550
1 1/2"	\$11,101
2"	\$22,201
3"	\$35,522
4"	\$55,503
6"	\$111,007
8"	\$266,415
10"	\$421,825
12"	\$555,031

### WASTEWATER

Meter Size	Fee
5/8" - 3/4"	\$4,105
1"	\$6,841
1 1/2"	\$13,684
2"	\$27,369
3"	\$43,789
4"	\$68,422
6"	\$136,843
8"	\$328,422
10"	\$522,154
12"	\$684,213

**Single family:** Attached and detached one-family dwelling units, modular, and manufactured homes;

**Multi-family:** All attached dwelling units such as duplexes and condominiums, mobile homes, apartments, and dormitories;

**Commercial:** All commercial, office, retail, institutional, and hotel/motel development;

**Industrial:** All manufacturing and warehouse development.

**Ordinance # 568-11, November 21, 2011**

# NON-UTILITY DEVELOPMENT IMPACT FEES

## TRANSPORTATION

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$583
Multi-Family	Housing Unit	\$410
Commercial	1,000 sq. ft.	\$2,618
Industrial	1,000 sq. ft.	\$425

## POLICE

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$913
Multi-Family	Housing Unit	\$657
Commercial	1,000 sq. ft.	\$171
Industrial	1,000 sq. ft.	\$98

## FIRE / EMERGENCY MEDICAL SERVICES

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$1,096
Multi-Family	Housing Unit	\$788
Commercial	1,000 sq. ft.	\$629
Industrial	1,000 sq. ft.	\$362

## PARKS AND OPEN SPACE

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$857
Multi-Family	Housing Unit	\$617
Commercial	1,000 sq. ft.	\$162
Industrial	1,000 sq. ft.	\$92

## LIBRARY

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$0
Multi-Family	Housing Unit	\$0
Commercial	1,000 sq. ft.	\$0
Industrial	1,000 sq. ft.	\$0


**Single family:** Attached and detached one-family dwelling units, modular, and manufactured homes;

**Multi-family:** All attached dwelling units such as duplexes and condominiums, mobile homes, apartments, and dormitories;

**Commercial:** All commercial, office, retail, institutional, and hotel/motel development;

**Industrial:** All manufacturing and warehouse development.

**Ordinance # 568-11, November 21, 2011**

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>13c.</b>
<b>MEETING DATE:</b> June 2, 2014  <b>DEPARTMENT:</b> Utilities Department  <b>STAFF PRESENTER:</b> John V. Mitchell, Utilities Director  <b>SUBJECT:</b> Approval of Task Order No. 6 with Water Works Engineers for the South Wastewater Treatment Plant Expansion Planning & Preliminary Design, and the Tertiary Filtration Design & Construction		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Regulatory</li> <li><input type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Motion to approve Task Order No. 6 with Water Works Engineers, for the South Wastewater Treatment Plant expansion planning and preliminary design, and the tertiary filtration design and construction.

**BACKGROUND/DISCUSSION:**

On November 16, 2009, Council passed and adopted Resolution No. 1213-09, approving and authorizing a loan agreement with the Water Infrastructure Finance Authority (WIFA) for installation of a filtration system and an ultraviolet disinfection system, and the design and permitting of the next phase of expansion of the SWWTP. The amount of the loan was \$1,300,000.

Water Works Engineers has been selected to complete this work. Water Works Engineers will provide engineering services for the Town of Florence Utility Department for the following items:

1. Initial expansion recommendation of the South WWTP as determined in the 30% Preliminary Design Package. The expansion will be based on the following assumptions:
  - Convert the SBR system to a flow through activated sludge plant
  - Upgrade treatment process to produce Class A+ effluent quality
  - Enhance plant recharge capacity
  - Masterplan the site for a 15.5 mgd (or a capacity to be agreed to during the project) capacity as indicated in the Masterplan
  - This task will comply with the agreement the Town has in place with WIFA
2. Design and construction administration services for addition of the Tertiary Filtration System:

- Use cloth media technology
- Design for current plant capacity (2.5 mgd)
- Provide for future expansions

Water Works Engineers will complete this Task Order No. 6, pursuant to the Professional Services Agreement between the Town of Florence and Water Works Engineers, dated October 7, 2013. The fee for this task order is \$294,398.

**FINANCIAL IMPACT:**

There is \$525,000 available in the current FY 13/14 budget for completion of this work (CIP U-08).

**STAFF RECOMMENDATION:**

Staff recommends approval of Task Order No. 6 with Water Works Engineers.

**ATTACHMENTS:**

Task Order No. 6.



South WWTP - Expansion (2.5 to 4 mgd) Planning/Preliminary  
Design Services and Tertiary Filtration Design & Construction

## TOWN OF FLORENCE

The Town of Florence has an existing WIFA loan (CW-004-2010). The project description provides that the Town of Florence will install a filtration system and a UV disinfection system. The filtration system will consist of rotating cloth media disks that will further remove solids from the treated effluent. Additionally, the Town will begin design and permitting of the next phase of expansion at the SWWTP. The Aquifer Protection Program permit will go through a significant amendment with the addition of the filtration.

Therefore, Water Works Engineers will provide engineering services for the Town of Florence Utility Department for the following items:

- 1- Initial expansion recommendation of the South WWTP as determined in the 30% Preliminary Design Package. The expansion will be based on the following assumptions:
  - Convert the SBR system to a flow through activated sludge plant
  - Upgrade treatment process to produce Class A+ effluent quality
  - Enhance plant recharge capacity
  - Masterplan the site for a 15.5 mgd (or a capacity to be agreed to during the project) capacity as indicated in the Masterplan
  - This task will comply with the agreement the Town has in place with WIFA
- 2- Design and Construction Administration Services for addition of the Tertiary Filtration System:
  - Use cloth media technology
  - Design for current plant capacity (2.5 mgd)
  - Provide for future expansions

The scope of work will include the following tasks:

### **Task Series 1000 Project Management**

The project will be implemented based on the following tasks:

#### **Task 1100 General**

Under this task the Engineer shall perform general project management and administration tasks. This category is limited to senior management oversight tasks that will consist of allocating proper resources to the project and confirm project direction. Additionally, this task will include project tracking.

The Engineer will monitor and track the project budget, schedule and quality to ensure that all deadlines are met, that the project budget is not exceeded and that the Town receives a Project that meets their expectations and requirements. The Engineer will coordinate with the project team to monitor and address items as associated with the project schedule, project budget, issues of concern and QA/QC.



South WWTP - Expansion (2.5 to 4 mgd) Planning/Preliminary  
Design Services and Tertiary Filtration Design & Construction

**Task 1200 Progress Meetings and Workshops**

The Engineer will prepare and distribute a written summary and results of the meetings to the Town and Project subconsultants. Action items and decisions shall be clearly identified in the minutes and summarized in logs that are updated monthly.

**Deliverable:** Meeting Summary Notes, Action Item List and Decisions List

**Task Series 2000 Facility Master Plan and Preliminary Design (30% Design)**

This Phase will develop the site plan and improvements needed for the initial expansion of the WWTP. It is assumed that the WWTP will be expanded from its current 2.5 mgd to 4 mgd, or as determined in the preliminary design. Space Planning of processes required for capacity in excess of the upcoming phase will be provided for future phases. The increment will be determined based on the ultimate capacity adopted by the Town and established in this project. This Project will include the design criteria associated with every process unit and the facilities needed for the future expansions.

The deliverable under this phase will include a Design Report (30% design) that will be used to obtain the needed permits from ADEQ (APP) for the expansion. This Phase will also include an in-depth evaluation of the activated sludge process by potentially performing additional characterization of wastewater strength, process modeling and field stress testing of the aeration basins and secondary clarifiers. The following process areas will be covered by the process evaluation and design report:

- Analyze and confirm influent wastewater flows and loadings
- Develop a site plan showing space planning for all phases beyond the next phase
- Space Planning with or without future addition of primary sedimentation facilities
- Secondary treatment expansion including
  - o Modifications to the existing SBR basins, aeration system, Return Activated Sludge (RAS) and Waste Activated Sludge (WAS) facilities for 4 mgd and space planning for expansion up to the ultimate capacity
  - o Addition of secondary clarifiers
- Tertiary Filtration facilities based on a disc filter, cloth media technology
- Disinfection – UV or chlorination/dechlorination facilities
- Effluent Pump Station
- Recharge and Reuse
- Space Planning for future dewatering and digestion facilities
- Support electrical and control systems
- Space Planning for future odor control facilities for the headworks, primary sedimentation basins, aeration basins, clarifiers and solids facilities as needed in coordination with noise and odor easement statute to comply with the BADCT requirements under the 350 ft scenario and 1000 ft setback.
- Space Planning for future advanced treatment

**Task 2100 Conceptual Design**

The conceptual design tasks will include process evaluation, equipment selection, and alternative analyses.



South WWTP - Expansion (2.5 to 4 mgd) Planning/Preliminary  
Design Services and Tertiary Filtration Design & Construction

### **Subtask 2110 Data Analysis**

The Engineer will compile plant influent strength and flow data to confirm the expansion design parameters including flow, BOD, TSS, NH<sub>3</sub>, VSS and other critical parameters such as BOD fractionization, RBCOD, phosphorous and TKN. This analysis will also estimate the monthly, hourly, and instantaneous flow peaking factors.

### **Subtask 2120 Process Unit Evaluation**

This task will include evaluating the process units listed below. The evaluation will consist of developing design criteria, redundancy, reliability, maintainability and expandability.

#### **Influent Lift Station**

Preliminary Treatment (Headworks – screening and grit removal)

Future Primary Treatment

Based on the cursory review of wastewater strength, it may be cost effective to use primary sedimentation. This task will space plan the facilities needed for the future phases. It is assumed that primary treatment will be introduced at the 8 mgd phase or later. This task will also provide design criteria for the primary sludge and scum.

#### **Secondary Treatment**

The secondary treatment evaluation will include conducting BOD fractionization and wastewater strength characterization (BOD, NH<sub>3</sub>, TN, TSS) in order to perform a more detailed computer modeling to identify the improvements needed for the next expansion.

It is expected that the next expansion will only require converting the SBR system to a flow through plant and will require the addition of secondary clarifiers. This evaluation will also identify the improvements needed for the RAS and WAS systems and facilities needed for the future expansions.

#### **Filtration**

Addition of cloth media filters for the next phase and planning for future expansions.

#### **Disinfection**

The Engineer will develop the sizing and phasing of the UV/chlorine contact basins and associated chlorine feed and storage systems. This task will take into consideration disinfection and Total Trihalo-Methane (TTHM) formation.

#### **Future Treatment (Advanced Oxidation or Equivalent)**

The Engineer will identify the location (space plan) of future treatment processes to address future regulations associated with Nitro Di-Methyl Amine (NDMA) and other Compounds of Potential Concerns (CPCs)

#### **Effluent Management (Pumping, Storage and Recharge)**

The Engineer will develop the phasing needed for these facilities and coordinate with the effluent pump station currently under construction.

#### **Solids Treatment**

Under this task, the current aerobic digester will be evaluated for the next expansion and determine whether thickening is needed.



South WWTP - Expansion (2.5 to 4 mgd) Planning/Preliminary  
Design Services and Tertiary Filtration Design & Construction

The Engineer will develop the space planning, design criteria and phasing of the thickening, anaerobic digestion and dewatering facilities for the future phases. It is assumed that anaerobic digestion will be implemented in conjunction with primary sedimentation.

This task will also address the pros and cons of thickening and develop the phasing for the dewatering system.

#### Odor Control Facilities

This task will identify the technology, size and location of the odor control systems associated with the preliminary, primary, secondary and solids treatment. This will be developed based on 350 ft setback. This will be compared to the 1000 ft setback option that does not require full odor and noise control.

#### Support Facilities

This task will consist of developing the facilities needed at each future phase including

- Plant water,
- Hot water systems associated with solids treatment,
- Electrical system
- Operations and maintenance building
- Other utilities.

### Task 2200 Design Development

This task will focus on developing the site plan options, hydraulic profiles and off-site utilities to address the expansion to 4 mgd and space planning of future expansions. The planning will incorporate future facilities such as primary sedimentation, digestion, advanced oxidation (post tertiary treatment, endocrine disruptors) and other plausible process units.

#### Subtask 2210 Site Planning

The Engineer will develop options for the site planning including future process units as discussed above. The Engineer will discuss and develop the site planning in an interactive workshop setting and present layout options for the Town to review and approve.

#### Subtask 2220 Expansion Planning

The Engineer will develop a phasing plan that clearly delineates the process units needed for all future phases and identifies and plans all associated support facilities.

The phasing plan will revisit the Wastewater Masterplan and estimate an ultimate capacity for two scenarios

- Two plants - South WWTP and Canal WRF
- South WWTP includes the Canal WRF capacity. The Canal WRF will be eliminated

The 30% design and phasing plan will then be developed based on a selected ultimate capacity.

#### Subtask 2230 30% Preliminary Design Package

The following list presents an abbreviated summary of the preliminary design tasks

- A. The Engineer will determine the optimum flow for the initial expansion. It is anticipated that flow will be either 4 mgd or 5 mgd.





South WWTP - Expansion (2.5 to 4 mgd) Planning/Preliminary  
Design Services and Tertiary Filtration Design & Construction

**B. General**

**Hydraulic Profile**

The Engineer will develop a hydraulic profile that shows the minimum, average and peak hour scenarios for the future phases. The Plant profile will be developed to ensure that all future phases will adhere to the baseline profile.

**Process Schematic**

The Engineer will develop process schematics for all major systems.

**C. Civil Design**

**Site Drainage Evaluation and Planning**

The Engineer will develop a site drainage plan reflecting the proposed improvements. Under this task, the Engineer will update the on-site detention of storm water runoff taking into consideration the proposed facilities.

**Site Plans**

The Engineer will develop site plans taking into consideration site access, plant roads, yard piping grading and paving plans.

**Yard Piping Plans**

The Engineer will develop preliminary Plans of major on-site piping and establish yard piping and major utility corridors.

**Grading and Paving Plans**

The Engineer will develop grading and paving plans taking into consideration yard piping, parking lots, plant roads paving plan, cart paths, and flood control improvements.

**D. Structural Design**

The Engineer will prepare the structural design criteria for the project. The criteria will include general design loads, applicable building codes, design manuals and a geotechnical summary section. Special sections will be dedicated to concrete, masonry and metal design.

The Engineer will develop the sizes of the tanks and thickness of the walls and framing systems for the buildings. The Engineer will also provide preliminary design of areas with special concerns and address any feasibility issues.

**E. Process/Mechanical Design**

This task will summarize the technology selections developed during conceptual design and will more thoroughly define the design criteria. The facilities will be designed to approximately a 30 percent level. Included will be additional plan and section layouts of these facilities, equipment data sheets, updated hydraulics and equipment selection, system control descriptions, updated interface/coordination required with new and existing facilities. This information will be described in the Preliminary Design Report. The following facilities will be included:

- Headworks
- Future Primary Sedimentation Facilities
- Secondary Treatment including aeration basins, clarifiers, aeration systems, return and wasting pump stations
- Filtration
- Disinfection
- Solids Handling
- Effluent Water Pump Station
- Chemical Feed Facilities
- Plant Support Systems
- Recharge Facilities (coordination with on-going project)



TASK ORDER NO. 6  
SCOPE OF WORK



South WWTP - Expansion (2.5 to 4 mgd) Planning/Preliminary  
Design Services and Tertiary Filtration Design & Construction

- Future Facilities / Advanced Oxidation
- Off-site utilities
- Administration Building

F. Electrical System Planning

- Develop and Evaluate Electrical and Control System Alternatives

The Engineer will confirm electrical and control system philosophy related to the existing system. Instrumentation and control philosophy, sampling and analyzer requirements will also be summarized. Perform a preliminary investigation of the power requirements for the anticipated equipment, confirm emergency and standby power requirements, and determine area lighting requirements.

- Verify power availability for the area.
- Verify and implement lightning suppression

The Engineer will develop preliminary electrical single line diagrams showing major equipment and method of providing power, determine estimated electrical equipment sizes for housing requirements and develop preliminary electrical load calculations. The design will include full standby generation capabilities and planning for future redundant ductbank. The design will address future requirements as well. Current & future standby requirements and interlocks will be considered when sizing the standby generator. Philosophy for future phases, distributed or consolidated power distribution, and current or future installation of conduits will be developed under this task.

G. Instrumentation and Control System Design

The instrumentation and control system design will be based on the Control System Standards developed under the on-going SCADA Project implemented by others.

- Instrumentation System

The Engineer will develop process and instrumentation diagrams (P&IDs)

The Engineer will develop a list of required instrument types, determine which areas require hazardous (NFPA 820), corrosive or other special specifications. The Engineer will also determine which instrument communications networks, or standard 4-20mA signaling will be used, develop a list of approved manufacturers for each instrument type, assist the Town in development of equipment tag numbering system to be used in design and prepare a template to create Equipment Data Sheets in electronic format.

The Engineer will develop Instrument and Controls equipment spreadsheet, develop Process and Instrumentation diagrams, define Instrumentation communications networks (if required), implement Equipment Tag Numbering System, and maintain record of Equipment Data Sheets in electronic format.

The Engineer will coordinate the power required for the security features including locks, intrusion alarms, cameras, and other devices.

- Control System

The Engineer will outline what shall be controlled by the operators, and from where, and recommend PLC, SCADA/HMI and/or DCS suppliers for hardware and commercial software. Develop Instrument and Controls equipment spreadsheet and add controls to P&IDs. Develop pumping strategies, and equipment requirements (including pumps) from a controls perspective, determine generally which pumps and other equipment will require VFDs. Provide preliminary specification of VFDs, including isolation and communications.

H. Constructability/Operability/Cost Review

- Constructability Review



South WWTP - Expansion (2.5 to 4 mgd) Planning/Preliminary  
Design Services and Tertiary Filtration Design & Construction

This task will include a review of the potential construction issues and its implication on plant operation during construction.

- Operability Review

This task will include an evaluation of the detailed design documents from an operator's point of view. This review will include, but not be limited to, material selection, instrumentation, equipment control, equipment and instrument access, equipment selection, lighting, sampling access, building and ground access, and electrical power.

I. QA/QC Review

The Engineer shall provide the services of a Quality Assurance/Quality Control review that will be led by Engineer by a Senior Engineer to review the Preliminary Design Report for technical merit and coordination. The Engineer and QA/QC lead will meet to review and resolve comments and suggested modifications to the Report.

J. Preliminary Design Report

The process for developing the basic design criteria for this project will include preparation of a Preliminary Design Package that includes a draft Preliminary Design Report (PDR), 30% drawings, specifications outline, and probable construction cost estimate. This Report will investigate, analyze and establish the design parameters, criteria and concepts necessary for preparation of detailed plans and specifications. More specifically, this Report will define the process design, plant-wise flow rates, process unit operational requirements, power requirements, control strategies, and process reliability and redundancy. Where applicable, preliminary layouts of the equipment and facilities will be presented. The PDR will document the following information:

- Executive Summary
- Basis of Design
- Influent Flow Analysis
- Treatment Objectives and Performance Goals
- Conceptual Facility Sizing Criteria and Preliminary Site Layout
- Process Units Sizing and Design Development
- Site Planning and Civil Site Layout
- Drainage
- Support Systems
- Recharge Facilities
- Electrical System Planning
- Instrumentation and Control System Planning
- Architectural Concept
- Structural, Constructability, Operability

The PDR will discuss each facility/process unit as follows:

- Introduction
- Process Description
- Equipment Sizing
- System Control
- Special Construction and Operation Requirements and Constraints
- Consideration for Ultimate Capacity
- Process Layout and Process and Instrumentation Schematic
- Pre-purchase and/or Sole Source Equipment Procurement



TASK ORDER NO. 6  
SCOPE OF WORK



South WWTP - Expansion (2.5 to 4 mgd) Planning/Preliminary  
Design Services and Tertiary Filtration Design & Construction

- Estimate of Probable Construction Costs
  - a. Drawings

The Engineer will prepare and submit 30% construction drawings. The drawings will include a 3D model of the facilities in addition to plans and sections of all major process units. The 3D model will be made available for review as a 3D pdf that can be viewed with Adobe Acrobat Reader.

- b. Outline Specifications

The Engineer will prepare and submit a specification outline.

- c. Estimate of Probable Construction Cost

The Engineer will prepare and submit an estimate of probable cost for construction as part of the Preliminary Design Report.

- d. Draft Report

Four (4) copies of the Draft Preliminary Design Report will be submitted to the Town. Following receipt of Town comments, the Report will be finalized.

- e. Final Report

The Engineer will finalize the Preliminary Design Report incorporating, as appropriate, comments from the Town. The Final Report will be issued at the completion of the detailed design phase in order to capture the changes made during the development of the construction documents. Four (4) copies along with PDF of the Final Preliminary Design Report will be submitted to the Town.

**Task Series 3000 Construction Documents – Filtration System Only**

The scope of this phase will be limited to developing the design for the tertiary filtration system for flows up to 2.5 mgd. It is assumed that once filtration is added, the performance of the UV system will improve and will be adequate for the 2.5 mgd capacity.

The construction documents associated with the 4 mgd expansion will be negotiated and authorized in the future. These facilities may include the following:

- Influent
- Headworks – Screens and Grit Removal
- SBR/Aeration Basins – modifications of baffling and aeration diffusers
- Addition of clarifiers
- Expansion of tertiary filters
- Expansion of UV system
- Chlorine Contact Tank/Basin with mixing
- Solids handling
- Thickening
- Dewatering
- Digestion



TASK ORDER NO. 6  
SCOPE OF WORK



South WWTP - Expansion (2.5 to 4 mgd) Planning/Preliminary Design Services and Tertiary Filtration Design & Construction

**Task 3100 60% Design**

**Task 3200 90% Design**

**Task 3300 100% Design – Permit Set**

**Task 3400 Final - For Construction Contract Documents**

**Task Series 4000 Permitting**

This task will be negotiated and performed in conjunction with the Task 3000 - Construction Documents. Under the current task, (30% Design), WaterWorks will identify all the permits needed for the future expansion including the following:

**Town of Florence**

Stakeholder	Project Component(s)
Building Life Safety Review Engineering Review	- Pre-Application Conference, - Code Compliance, - Building Permits
Fire Department	- Current HMMP plan is approved and will be used to support the expansion - Site Plan, - Building Permit

**State of Arizona**

Stakeholder	Project Component(s)
Arizona Department of Environmental Quality (ADEQ)	APP Amendment (Modifications to the Reuse Permits and Air Quality Permits are not needed under this phase)

**208 Program**

208 Consistency Review will be performed under this project. Updating the 208, if needed is not included in this scope of work and will be performed under a separate scope of work.

**ADEQ - Aquifer Protection Permit (APP) and AzPDES**

The addition of the tertiary filtration system will require an APP amendment. This scope of work will include the following tasks:

- Coordinating and meeting with ADEQ
- Developing the support documents for the APP application
- Addressing ADEQ comments and questions in a satisfactory and timely manner to obtain the APP amendment

**Task Series 5000 Engineering Services During Construction (Filtration System Only)**

Water Works Engineers scope of work during construction will include the following tasks:

- Bidding Phase



TASK ORDER NO. 6  
SCOPE OF WORK



South WWTP - Expansion (2.5 to 4 mgd) Planning/Preliminary  
Design Services and Tertiary Filtration Design & Construction

- Attend Pre-Bid Meeting
- Answer Questions and Develop Addenda
- Develop Conformed Documents
- Engineering Support
  - Address RFIs and RFCs
  - Review Shop Drawings
  - Conduct Site Visits
  - Prepare As-Builts and Permitting
- Field Services
  - Inspections
  - Coordination w Contractor
  - Progress Meetings
  - Issue Resolutions
  - Specialty Inspection
- Startup and Commissioning



TASK ORDER NO. 6  
SCOPE OF WORK



South WWTP - Expansion (2.5 to 4 mgd) Planning/Preliminary Design Services and Tertiary Filtration Design & Construction

The fee associated with this Task Order No. 6 is:

Basic Services		
Task Series 1000	Project Management	\$ 8,550.00
Task Series 2000	Facility Master Plan & Preliminary Design	\$ 79,142.00
Task Series 3000	Construction Documents (Filtration System Only)	\$ 93,678.00
Task Series 4000	Permitting	\$ 28,250.00
Task Series 5000	Engineering Services During Construction	\$ 73,528.00
Task Series 7000	Special Services	\$ 10,000.00
Other Direct Costs	Copying/Courier/Travel	\$ 1,250.00
	Total	\$ 294,398.00

SCHEDULE

The projected schedule for completion

PAYMENT

The payment terms will be in compliance with the Master Agreement between the Owner and Engineer.

**Water Works Engineers, LLC**

By: \_\_\_\_\_  
John Matta, Principal

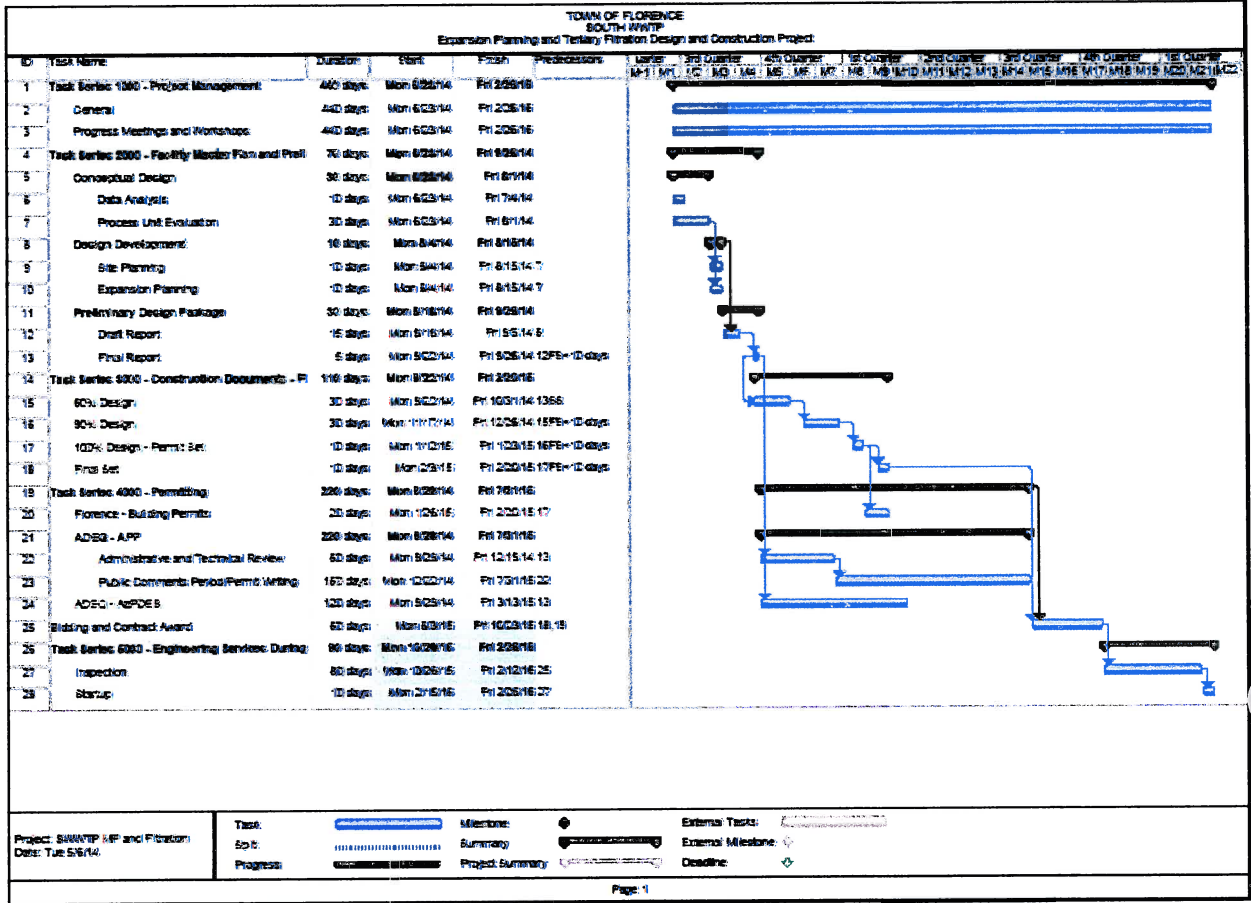
\_\_\_\_\_ Date



TASK ORDER NO. 6  
SCOPE OF WORK



South WWTP - Expansion (2.5 to 4 mgd) Planning/Preliminary Design Services and Tertiary Filtration Design & Construction







TASK ORDER NO. 6  
SCOPE OF WORK



South WWTP - Expansion (2.5 to 4 mgd) Planning/Preliminary  
Design Services and Tertiary Filtration Design & Construction

**Town of Florence**  
**P.O. Box 2670**  
**Florence, AZ 85131**

By: \_\_\_\_\_  
Charles A. Montoya, Town Manager

By: \_\_\_\_\_  
Tom J. Rankin, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Lisa Garcia, Town Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James E. Mannato, Town Attorney



## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 13d.

**MEETING DATE:** June 2, 2014

**DEPARTMENT:** Administration

**STAFF PRESENTER:** Charles Montoya, Town Manager

**SUBJECT:** Update on the construction of municipal facilities

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
  - Regulatory
  - 1<sup>st</sup> Reading
  - 2<sup>nd</sup> Reading
- Other

### RECOMMENDED MOTION/ACTION:

Update on the construction of municipal facilities.

### BACKGROUND/DISCUSSION:

Staff collected 21 proposals from design-build teams through the issuance of a Request for Qualifications (RFQ) that was due on February 4, 2014. Staff then scored the proposals and selected the top five firms. The five firms were then asked to submit a proposal that included cost figures through a Request for Proposals (RFP) process.

The five teams that submitted proposals on May 2, 2014 are represented by:

Low Mountain Construction	\$12,897,000
Sundt Construction	\$12,231,693
Haydon Building Corporation	\$14,972,100
D.L. Withers	\$17,403,106
Okland Construction	\$16,340,372

The Selection Committee scored Low Mountain Construction as the firm best suited to do business with the Town on this project. The scoring criteria used by the Selection Committee included experience, budget, understanding of Town's needs, scope of work, schedule, and clarity and succinctness of the proposal.

### **Project Details**

This project consists of all aspects associated with a library, outdoor aquatic complex, space for Parks and Recreation Department programming and offices, outdoor fields and other government facilities. The project also includes the master planning of the entire 40-acre site that includes the future development of municipal facilities (Community Center, Town Hall, etc.), schematic layout of interior roadways and site grades, drainage, water distribution, and wastewater collection systems, and a layout that addresses all on-site and off-site improvements required to support the facilities.

The following list of the Town's needs for these facilities was provided to through the RFP process:

**Aquatic Complex:**

- Lap swimming area with 8 - 25 meter lanes
- Child play area with slides and other amenities
- Diving well with two diving boards
- Leisure swim area
- Sound system
- Chemical storage, pump, and equipment room
- Lockers area with changing rooms and restrooms
- Snack bar area
- General seating area with bleachers

**Library (approx. 12,000 sf):**

- Space for reading materials and other library materials
- Space for public access computers
- Office space for library director and one additional office
- Programming room.
- Break area for library staff
- Copy room
- Small conference room

**Parks and Recreation Facility (approx. 10,000 sf):**

- Large activity room for programming, table games, TVs, miscellaneous
- 4 offices for staff
- Copy room
- Break room

**General Government Offices (approx. 3,000 sf):**

- General sitting area
- 6 offices
- Copy room
- Break room

**Shared Space:**

- Lobby with sitting area
- Large conference room/meeting space with external and internal access
- Medium sized conference room that can be split into two spaces (1,000 sq feet)
- Small commercial kitchen
- Space for the sale of coffee and pastries
- Space for vending machines
- Training room for public computers
- Common restrooms
- General parking area
- Outside seating area with benches, shade trees and fencing

**Outdoor Fields:**

- 2 Tennis Courts (lighted)
- 2 Pickleball courts (lighted)
- 2 Multi-Purpose fields (lighted)

Attached to this RCA are the conceptual pictures of the future Town facilities. These pictures are conceptual and do not include Town input other than the information that was included in the RFQ and the RFP.

**FINANCIAL IMPACT:**

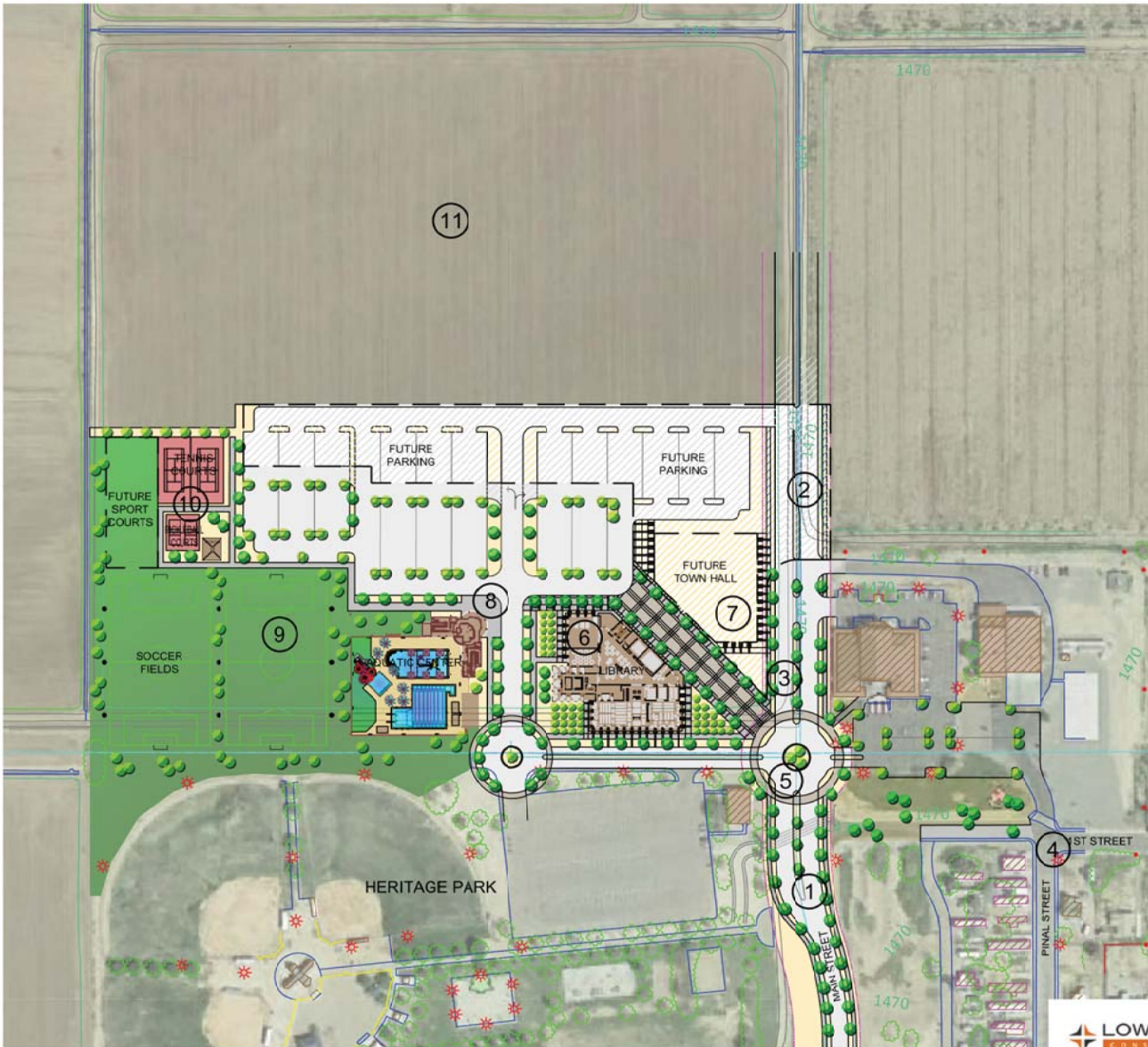
The estimated cost of the contract with Low Mountain Construction is estimated between \$12,000,000 and \$13,000,000. A more precise budget will be finalized when staff begins contract negotiations with the selected design-build team.

**STAFF RECOMMENDATION:**

This item is for information only. Staff would like feedback from Council on the progress of this project and its future steps.

**ATTACHMENTS:**

Conceptual Pictures provided by Low Mountain Construction



**SCOPE OF SERVICES**

THE RFP CALLS FOR A NEW LIBRARY WITH SHARED FACILITIES FOR PARKS & RECREATION STAFF AND EVENTS, A NEW AQUATICS CENTERS, EXPANSION FACILITIES FOR HERITAGE PARK, A MASTER PLAN FOR THE 40 ACRE STUDY AREA, AND FINALLY THE REQUIRED INFRASTRUCTURE TO SUPPORT THE VISION.

**MASTER PLANNING ASSUMPTIONS**

FIRST AND FOREMOST, THIS PROJECT REPRESENTS A HUGE FIRST STEP FOR THE TOWN OF FLORENCE TO ACHIEVE ITS VISION FOR THE NORTH END FRAMEWORK. WE ALL ACKNOWLEDGE THAT THERE WILL BE OTHER PHASES, BUT THE CITIZENS OF FLORENCE WILL BE LOOKING AT THIS FIRST PROJECT FOR BOTH ITS IMPACT TO THE COMMUNITY AND ITS COST. THAT SAID, THE LOW MOUNTAIN CONSTRUCTION PROJECT TEAM WANTS TO PROMOTE A PROJECT THAT PROVIDES GREAT DESIGN AND EFFICIENT USE OF TOWN FUNDS.

IN ORDER TO SATISFY THE CONDITIONS OF RESPONDING TO THE RFP, THE PROJECT DESIGN TEAM (PDT) DECIDED THAT A CONCEPTUAL MASTER PLAN WAS NECESSARY TO ALLOW THE TEAM MEMBERS TO RELATE THEIR PROJECT COSTS TO CERTAIN ASSUMPTIONS FOR PLACEMENT AND ORIENTATION, AND FOR EFFICIENT USE OF PROPERTY AND CONSTRUCTION FUNDS. WHILE THE FOCUS OF THE RFP IS ORIENTED AROUND THE FIRST PHASE IMPROVEMENTS, THE PDT ALSO CONSIDERED OTHER "OUTSIDE" INFLUENCES THAT COULD IMPACT THE DESIGN, BUT THAT COULD ALSO FACILITATE FUTURE EXPANSION.

SOME OF OUR ASSUMPTIONS INCLUDE:

1. WITHIN THE TOWN OF FLORENCE, MAIN STREET IS THE PRIMARY VEHICULAR CIRCULATION ROUTE FOR NORTH-SOUTH TRAFFIC. MAIN STREET EXTENDS SOUTH AND LINKS WITH BOTH STATE HIGHWAYS 87 AND 287.
2. THE EXTENSION OF MAIN STREET TO THE NORTH AND EVENTUALLY EAST TO STATE HIGHWAY 79 WILL ESTABLISH THIS ROADWAY AS THE PRIMARY TRADE ROUTE INTO DOWNTOWN FLORENCE FROM THE AREAS BOTH NORTH AND SOUTH OF FLORENCE.
3. THE MASTER PLAN SHOULD EMBRACE MAIN STREET AS BOTH A MAJOR ARTERIAL AND AS THE MAJOR PEDESTRIAN CORRIDOR THAT LINKS THE DOWNTOWN CIRCULATION NETWORK WITH THIS FIRST PHASE OF DEVELOPMENT AND ALL FUTURE PHASES.
4. EAST - WEST CIRCULATION IN FLORENCE IS NOT WELL DEFINED. IF THE HIGHWAY TRAFFIC ALONG STATE HIGHWAY 79 COULD BE ORIENTED TO USE EAST RUGGLES STREET AND EAST BUTTE STREET, THERE COULD/SHOULD BE FEWER CONFLICTS WITHIN THE RESIDENTIAL AREAS, AND ULTIMATELY MORE RELIANCE ON MAIN STREET.
5. BECAUSE OF THE PROXIMITY WITH OLD DOWNTOWN, EXISTING TOWN HALL AND HERITAGE PARK ALL OF WHICH ARE LINKED BY MAIN STREET, THE PDT WANTED THE ORIENTATION FOR THIS CONCEPT PLAN TO BEGIN AT THE INTERSECTION WHERE ALL THESE DESIGN ELEMENTS COME TOGETHER. THE TRAFFIC CIRCLE CAME ABOUT AS AN ALTERNATIVE TO A STANDARD INTERSECTION WITH TRAFFIC SIGNALS AND PROVIDES:
  - A.) A COMMUNITY FOCAL POINT AND VISUAL REFERENCE FOR TOWN HALL, THE LIBRARY AND HERITAGE PARK.
  - B.) A PROVEN TRAFFIC CALMING FEATURE.
  - C.) A PUBLIC ART SCULPTURE WITHIN THE CIRCLE.
  - D.) AN APPROPRIATE FOCAL POINT FOR AN ENTRANCE FEATURE TO ACCESS THE 40 ACRE MUNICIPAL COMPLEX. THE PEDESTRIAN CORRIDOR CAN PROVIDE ACCESS TO THE LIBRARY AND NEW TOWN HALL WHILE ALSO PROVIDING A FIRE LANE FOR EMERGENCY ACCESS.
  - E.) AN OPPORTUNITY TO RE-EVALUATE THE SURFACE DRAINAGE COLLECTING IN THIS CORE AREA.
  - F.) AN OPPORTUNITY TO ATTRACT NEW INTERESTS FOR COMMERCIAL DEVELOPMENT ALONG THE MAIN STREET CORRIDOR.
6. THE LIBRARY AND SHARED FACILITIES FOR PARKS & REC STAFF ARE LOCATED WHERE THEY MAY HAVE EASY VISUAL ORIENTATION TO THE CIRCLE AND YET CLOSE PROXIMITY TO HERITAGE PARK, PUBLIC PARKING AND OTHER MUNICIPAL AMENITIES THAT PROMOTE SHARED FAMILY USE.
7. THE FUTURE TOWN HALL AND PARKING IS IDENTIFIED AS A LATER PHASE. THIS LOCATION AND ORIENTATION ENHANCES THIS CONCEPT BY PROVIDING IMMEDIATE EXPOSURE AND ACCESS TO MAIN STREET. PEDESTRIAN ACCESS FITS INTO THE NETWORK EFFICIENTLY AND VEHICULAR ACCESS IS ORIENTED TO THE NORTH SIDE WHERE PARKING CAN BE SHARED WITH THE LIBRARY YET SEPARATED FROM THE AQUATIC CENTER AND HERITAGE PARK.
8. THE AQUATIC CENTER IS SITUATED WHERE THERE IS EASY VEHICULAR ACCESS AND DROP-OFF, IMMEDIATE PUBLIC PARKING, AND WHERE HERITAGE PARK USERS AND SWIMMERS DO NOT HAVE TO CROSS ANY STREETS.
9. SOCCER FIELDS ARE ORIENTED NORTH-SOUTH AND WILL INCLUDE LIGHTING FOR EVENING USE. THERE IS PARKING LOCATED IMMEDIATELY NORTH, WITH THE POTENTIAL TO EXPAND.
10. THE 2 TENNIS COURTS AND 2 PICKLEBALL COURTS ARE ALSO IN CLOSE PROXIMITY TO THE PUBLIC PARKING. THE LAYOUT ALLOWS FOR EXPANSION OF ADDITIONAL COURTS OR OTHER SPORT COURT FACILITIES AND ALLOWS FOR PEDESTRIAN CIRCULATION TO THE OTHER AMENITIES WITHIN HERITAGE PARK WITHOUT CROSSING STREETS. IN ADDITION TO THESE RECREATIONAL FACILITIES, THE PDT IS SUGGESTING THAT PUBLIC RESTROOMS BE LOCATED IN THIS AREA TO REDUCE THE POTENTIAL CONFLICTS WITH THE AQUATICS CENTER AND LIBRARY.
11. THE ORIENTATION OF THE PUBLIC PARKING ALLOWS FOR EXPANSION OF ADDITIONAL COMMUNITY SERVICES AND FACILITIES WITHIN THE NORTHERN PORTION OF THE 40 ACRE STUDY AREA. THE CONCEPT DESIGN FOR THE BALANCE OF THE 40 ACRES WILL BE PART OF THE DESIGN SCOPE FOR THIS ENGAGEMENT.
12. THIS PLAN IS CONCEPTUAL. IT SHOULD BE VIEWED AS A PLACEHOLDER UNTIL THE PDT CAN PARTICIPATE IN A DESIGN PROGRAMMING EXERCISE WITH TOWN STAFF AND DESIGNATED STAKEHOLDERS. THE LOW MOUNTAIN CONSTRUCTION PROJECT DESIGN TEAM WANTED TO ILLUSTRATE SOME DESIGN ELEMENTS THAT COULD BE USED FOR INITIAL PROJECT COST ESTIMATES. IT IS UNDERSTOOD THAT THE FINAL MASTER PLAN COULD BE SIGNIFICANTLY DIFFERENT.



**FLORENCE LIBRARY/AQUATIC CENTER/ TOWN HALL FLORENCE, AZ CONCEPTUAL SITE PLAN**

PREPARED FOR: LOW MOUNTAIN CONSTRUCTION

SCALE: 1" = 200'  
 DATE: 09/11/14  
 GFLA 0089 00000




**LEGEND:**

- 1. Civic Plaza
- 2. Entry
- 3. Interior Plaza
- 4. Meeting Room
- 5. Kitchen
- 6. Public Restrooms
- 7. Public Program Rooms
- 8. Computer Lab
- 9. Library Entry
- 10. Public Computers
- 11. Children's Collection
- 12. Adult Collection
- 13. Library Staff
- 14. Shared Offices (Government and Parks)
- 15. Shared Work Room
- 16. Shared Storage
- 17. Shared Break Room
- 18. Staff Toilets
- 19. Parks and Recreation Program Room
- 20. Storage
- 21. Coffee / Vending
- 22. Future Municipal Facility



Town of Florence Library / Parks and Rec / Government Offices Facility  
Preliminary Concept Plan



	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 13di.</b>
<b>MEETING DATE:</b> June 2, 2014  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Jess Knudson Assistant Town Manager, and Bryan Hughes Parks and Recreation Director  <b>SUBJECT:</b> Project Management Services for Territory Square Phase One Property to Swan Architects, Inc.		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Regulatory</li> <li><input type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Motion to authorize the Town Manager to negotiate and enter into a contract or contracts with Swan Architects, Inc., not to exceed a cumulative total of \$270,600 to provide Project Management services on the Territory Square Phase One property.

**BACKGROUND/DISCUSSION:**

A Request for Proposals (RFP) was solicited from firms or individuals for Project Management Services for the construction of a library, outdoor aquatic complex, recreation programming facility, outdoor field, and other government facilities on Territory Square Phase One. Seven proposals were received and evaluated based upon the criteria listed in the RFP that being; a) proposed Project Manager, b) relevant experience, c) responsiveness to the RFP submittal requirements, and d) Fee (Bid Tabulation attached).

From the list of proposers, Swan Architects, Inc., was selected solely on the strength of its' proposal (attached). Swan Architects, Inc., recently completed serving as the architect of the Brunenkant Building Stabilization Project as well as the 1891 Pinal County Courthouse Renovation Project. The proposed contract work consists of both program and project management activities acting as an agent for the Town of Florence.

The schedule on this project is critical and requires an understanding of the challenges afforded by the master planning of the site, infrastructure coordination, and diversified recreational aspects of the Project. As such Swan Architects, Inc., has displayed recent local presence and knowledge of the



Florence area as well as the proper project managerial attributes necessary in preconstruction, construction, contract administration, and contract closeout.

**FINANCIAL IMPACT:**

Town staff opened up an RFP for project management services for this project. As such, of the seven (7) proposals, Swan Architects, Inc., is the preferred team we are finalizing negotiations with and will approve a contract or contracts with them should there be a favorable motion on this agenda item.

The financial impact of this contract will not exceed a cumulative total of \$270,600, an amount that was the lowest estimated proposal; however, staff looks to negotiate the final contracted scope of work and project budget while seeking additional cost savings for the Town of Florence, i.e., daily observation with Town staff from Facilities Maintenance, Engineering, and stakeholders, value engineering, etc.

This project will be funded with the overall project budget being discussed for the development of municipal facilities (library, pool, etc.) on the subject site. It is noted that a significant portion of this site will be prepared for additional public or private sector development beyond the currently anticipated municipal facilities, thus preparing the Town for various opportunities that may be presented in future years.

**RECOMMENDATION:**

Motion to authorize the Town Manager to negotiate and enter into a contract or contracts with Swan Architects, Inc. not to exceed a cumulative total of \$270,600 to provide project management construction services on the Territory Square Phase One property.

**ATTACHMENTS:**

RFP for Project Management Services

Bid Tabulation Sheet

Proposal from Swan Architects, Inc.

“Draft” AIA Document B142-2004 entitled “Standard Form of Agreement Between Owner and Consultant” (Tentative and in-process)



## Statement of Qualifications

# Town of Florence Project Management Services

May 1, 2014



swan architects, inc.  
architecture ■ planning ■ historic preservation

May 1, 2014

Town of Florence  
Jess Knudson,  
Assistant Town Manager  
P.O. Box 2670  
Florence, AZ 85132



Re: **Town of Florence - Project Management Services**

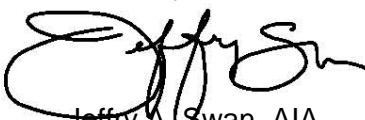
Dear Mr. Knudson,

We are pleased to submit the accompanying Statement of Qualifications to provide **Project Management Services**. Swan Architects, Inc., (**SWAN**) and its consultants will use their capabilities in project management, architecture, and engineering to assist the Town of Florence on this noteworthy project.

***SWAN has provided project management and architectural services to municipalities throughout Arizona for more than 15 years. Mr. Jeff Swan will serve as the Project Manager and provide a single point of communication throughout the entire course of the contract. Jeff is familiar with the Town of Florence standards and procedures and would be honored to be part of this exciting project.***

We would welcome the challenges and accompanying responsibilities associated with your project and are prepared to commit a major measure of our energies and skills to their successful completion.

Sincerely,



Jeffry A. Swan, AIA  
President

# TABLE OF CONTENTS

## **1. FIRM INTRODUCTION**

- Contact Information

## **2. FIRM FINANCIAL STATUS**

## **3. FIRM EXPERIENCE**

## **4. COST SAVINGS METHODOLOGY**

## **5. REPRESENTATIVE PUBLIC PROJECTS**

## **6. PROJECT MANAGEMENT TEAM**

- Organizational Chart
- Resumes

## **7. FIRM'S APPROACH**

- Understanding of Challenges

## **8. EXHIBITS**

- Schedule
- Cost Estimate Summaries
- Value Engineering Summary
- Monthly Project Report

## **9. ESTIMATED FEE PROPOSAL**

# 1. FIRM INTRODUCTION

Swan Architects, Inc., (**SWAN**) an Arizona Corporation was established in January 1999 and is a registered architectural firm with the Arizona Board of Technical Registration (#10978-0).

**SWAN** has provided comprehensive architectural design, programming, planning, historic preservation, construction administration, and **project management** to many federal agencies, State of Arizona departments, Arizona counties, cities, school districts, and municipalities for more than 15 years. Projects of widely diverse types and sizes have been successfully completed throughout Arizona. **Building types with which we have multiple experience include office buildings, judicial facilities, auditoriums, museums, community centers, educational facilities, aircraft hangars, park/recreation buildings, and industrial/maintenance facilities.**

Our organization, by choice, is of moderate size and seeks only those projects in which it has a special and sincere interest. Nevertheless, its staff is adequate to undertake virtually any architectural, planning, or management project and to complete it in a timely and proficient manner. The firm's key personnel are associates or longtime employees and are accustomed to working in concert on complex tasks. Also, our engineering consultants have worked with us over a period of many years and are carefully selected for their expertise in specific building types. **SWAN has specialized experience in managing complex projects with limited budgets and unusual time constraints. No project has been abandoned or delayed because of time or budget overruns.**

Additionally, **SWAN** has extensive knowledge in building, fire, and life-safety codes and the Americans with Disabilities Act.

Additionally, **SWAN** is familiar with the procedures and requirements of the Town of Florence Planning and Public Works departments having completed several local projects including the 1891 Second Pinal County Courthouse rehabilitation and the Brunenkant Bakery Building Stabilization. **SWAN** is currently planning the renovation of site amenities, parking, and circulation at the Pinal County Administration Complex.

**SWAN is always attentive to the client's perspective and the project's constructability, cost, functionalism, and ability to withstand the test of time without excessive maintenance.**

Our contact information is as follows:

**Firm:** Swan Architects, Inc. – Arizona Board of Technical Registration #10978-0  
**Address:** 833 N. 5<sup>th</sup> Avenue  
Phoenix, Arizona 85003-1315  
**Contact:** Jeffry A. Swan, AIA – Arizona Architectural Registration #26579  
**Telephone:** 602-264-3083 – office  
602-799-1126 – cell  
**Email:** [swanarchitects@aol.com](mailto:swanarchitects@aol.com)

Organizational Chart of team members is included in Section 6 "Project Management Team."

## 2. FIRM FINANCIAL STATUS

**SWAN** maintains their books using the cash basis for income tax reporting purposes. Therefore, using the income tax basis of accounting, as of April 30, 2014, we had \$105,500 in the bank and total assets of \$150,300. In addition, total stockholder's equity totaled \$71,000 as of March 31, 2014.

Swan Architects, Inc., has been financially sound and in continuous business for more than 15 years. We will be glad to furnish a financial statement prepared by our CPA at the Town's request.

### 3. FIRM EXPERIENCE

Swan Architects has provided continuous project management, architectural design, and construction administration services for more than 15 years.

**Jeffry A. Swan**, AIA, will serve as the project manager. Mr. Swan will be intimately familiar with all aspects of the projects and will be authorized to respond to issues during the entire course of the contract. The firm also is staffed with other professional, technical, and support personnel who will be assigned to the projects as needed for its successful completion.

As project manager, Mr. Swan will provide a single point of communication throughout the term of the contract. He will represent **SWAN** in all contractual, scheduling, and project management matters and will have full responsibility for implementing the work and assuring continuity in project leadership.

**Jeff has more than 25 years experience managing public projects with budgets ranging from one million to 15 million dollars.** Mr. Swan has a proven record of achieving project cost savings while assuring project quality and functionalism. Jeff has provided on-call project management and architectural services to the City of Phoenix for more than 15 continuous years. Every annual service contract we have been awarded has been extended to the maximum allowed period.

In addition to **SWAN**, which will be the prime consultant, the team will include organizations with distinguished records and experience in similar undertakings. Acting in concert, these collaborators will provide the full range of specialized project management services necessary to complete the project(s) in an imaginative and cost-effective manner. The following persons are key team members that will assist **SWAN** in certain capacities including value engineering and technical matters associated with their fields of expertise. The full technical resources of each firm will be available to the team. Resumes of key personnel are also included in Section 6.

**Jared Baxter**, Baxter Design Group, will assist **SWAN** with the coordination, review, and oversight of utilities, mass grading, traffic analysis, and civil engineering issues. Mr. Baxter is familiar with the Town's current infrastructure and the local utility companies. Also, Jared has completed extensive master planning of Florence communities.

**Paul Scott**, Caruso Turley Scott, will provide structural engineering support. Mr. Scott has 37 years experience with public projects and has a proven record of technical and management expertise. Mr. Scott has completed the structural design for numerous public office buildings, libraries, and aquatic centers.

**Greg Piraino**, Applied Engineering, will assist/support **SWAN** in performing value engineering and constructability reviews of the mechanical and plumbing systems. Greg has more than 20 years experience in mechanical engineering, project management, commissioning, and energy management. Greg also has extensive experience in mechanical design for aquatic centers.

**Bill Bethurum**, Applied Engineering, will assist/support **SWAN** with the value engineering and constructability review of the power, lighting, and special systems. Bill has more than 22 years experience in the design of power distribution, emergency power, lighting, commissioning, and project management. Mr. Bethurum has completed numerous public projects including aquatic centers, office buildings, and libraries.

## 4. COST SAVINGS METHODOLOGY

**Value Engineering** – SWAN’s project management team includes practicing architects and engineers that are familiar with current materials, methods, and procedures. We will ***perform meaningful*** value engineering reviews of the DB teams design documents during specific stages of the design phase. The results of these reviews will be presented in writing to the Owner and will include offerings and/or alternate solutions that will reduce development costs without compromising quality and/or the Town’s goals. We will also organize a workshop before the start of construction with the Town and DB team to discuss ideas on how to save costs and time. ***Through partnering SWAN will encourage and challenge the DB team to consider value engineering ideas throughout the design and construction phases.***

**Constructability Reviews** – SWAN’s project management team will conduct constructability reviews at the Schematic Design, Design Development, and Contract Documents phases. We will be intimately familiar with the drawings and specifications and will identify any inconsistencies in the documents to reduce the propensity for changes during construction that impact cost and/or time. **SWAN** and its support team have extensive experience in preparing plans and specifications and understand the importance of concise, clear, and accurate documents to the project’s success.

**Utility Coordination** – SWAN has included Mr. Jared Baxter on the project management team for his expertise in master planning and familiarity with local utility companies. We believe his specialized knowledge will be a valuable asset in efficiently coordinating and implementing the DB team’s utilities design into a comprehensive master plan. ***It will be of utmost important to ensure the utility design does not impose a risk to the overall schedule, meets initial needs, and allows for future expansion.***

**DB Team Negotiations** – At the Town’s request **SWAN** will assist in preparing the project scope and budget and negotiate the DB team’s fees. Cost savings can be realized by preparing a precise scope of work that clearly identifies the roles of the DB team and the Town of Florence goals. Mr. Swan is familiar with the reasonable range of fees for professional and construction services on similar public projects ***and will dutifully practice his responsibility of being a good steward of taxpayer’s funds throughout the term of the contract.***

**Accountability** – ***SWAN is dedicated to being a trusted advocate for the Town of Florence and will hold the DB team accountable for their responsibilities in design and construction.*** **SWAN** has the experience and knowledge to address unexpected issues that may arise during design and/or construction. **SWAN** will quickly address the problem by recommending solutions that are in the best interest of the Owner and the project. ***If the issue is no fault of the Owner the burden will be placed on the DB team to correct the issue without cost to the Owner or any reduction in project quality.***

***SWAN’s demeanor/management style is one of fairness, cooperation, and respect. We will ensure the team works efficiently, diligently, and vigorously toward achieving the Town’s goals.***

**Project Management Fees** – **SWAN** will be glad to partner with the Town on daily project management or oversight services to realize cost savings. ***We have a reputation of cooperation and fairness and will only provide those project management services needed to ensure project success.***

**Project Delivery** – **SWAN** will properly manage the Design-Build delivery system to maximize the Owner’s savings by ensuring the project’s design parameters are developed simultaneously with the budgetary goals. Additionally, **SWAN** will ensure that communication is transparent, clear, and honest. The budget defined early on will be refined and ultimately become the budget for the entire project unless changed by the Town.



## 5. REPRESENTATIVE PUBLIC PROJECTS

Mr. Swan has provided comprehensive project management, construction administration, and architectural services to many federal agencies, State of Arizona departments, Arizona counties, cities, towns, and school districts for more than 25 years.

Jeff has completed more than 50 public projects with budgets ranging from one million to 15 million dollars. Currently **SWAN** has on-call contracts to provide project management and architectural services with the City of Phoenix, Pinal County, and Maricopa County.

**SWAN** has been awarded six consecutive two-year on-call contracts with the City of Phoenix. Every annual service contract we have been awarded has been extended to its maximum allowable period.

***Mr. Swan will be a trusted advocate for the Town of Florence and will assist them in getting the job done right, on time, and within budget.***

The following four representative public projects were completed by Mr. Swan.

### **Rehabilitation of the Maricopa County Old Courthouse, Phoenix.**

**a) Project Description:** This multi-phased project consists of the renovation of approximately 45,000 s.f. in the seven-story structure. Constructed in 1928, the Spanish Colonial revival courthouse was listed on the National Register of Historic Places in 1988. Recently completed exterior measures include the rehabilitation of the original steel windows, terra cotta and cast iron ornaments, replication of doors, and roof replacement.

Interior renovation includes the installation of new mechanical, electrical, and fire sprinkler systems; design of a new elevator and modernization of existing elevator systems; construction of exit stairway enclosures; reinforcing floors to increase load-carrying capabilities; roof replacement, restoration of public spaces (i.e., lobbies, corridors, courtrooms); reconfiguration and renovation of offices for the Superior Courts; renovation of the sixth-floor jail as a conference center and Justice Museum. Professional services also included documenting the building's historic significance in accordance with the Secretary of Interior's Standards.

**b) Services Provided:** Prime Architect/  
Construction Manager

**c) Estimate/Final Cost:** Exterior – \$2.5 million/  
\$2.5 million  
Interior – \$12 million/  
\$10 million

**Change Orders:** \$200,000 (increase in  
scope by Owner)

**Cost Savings:** Value engineered all  
building systems

**d) Documents:** The contract documents  
were peer-reviewed at all  
phases for conformance with  
applicable codes.

**e) Project Schedule:** Interior completed in three  
phases 2003-2013  
Exterior started February  
2012 and completed  
January 2013

**f) Project Approach:** The construction process inevitably was an integrated team effort. Restoring, rehabilitating, and renovating an occupied historic building was a monumental challenge.

**g) Dispute Resolutions:** None

**h) Team Approach:** Integrated Team Approach

**i) Contact Person(s):** Hugh Gallagher, 602-506-3912



## Rehabilitation of the 1891 Second Pinal County Courthouse, Florence.

**a) Project Description:** This multi-phased CM at Risk project consists of the restoration/rehabilitation of the 1891 Second Pinal County Courthouse. Until 2003, the American-Victorian style courthouse remained the oldest public building still in use and is one of Arizona's most irreplaceable historic properties.

Exterior improvements consist of restoration of the clock tower, reinforcing the roof structure, reconstruction of the main entrance porch and chimneys, and rehabilitation of the roof dormers, exterior brick, and ornamental sheet metal items. Interior improvements included the installation of new mechanical, plumbing, electrical, and fire/life safety systems, design of a new elevator, reinforcing floors, design of assembly spaces, offices, hearing rooms, and accessible restrooms.

- b) Services Provided:** Prime Architect/Construction Administrator. **SWAN** completed assessments, planning, cost estimates, and schedules prior to the design.
- c) Estimate/Final Cost:** \$4.8 million (base bid) – \$5.3 million (with additives)  
**Cost Saving:** Value engineered interior finishes and identified additive alternative bid items.  
**Change Orders:** None
- d) Document Production:** Contract documents were reviewed by Arcadis at 90% complete
- e) Project Schedule:** Construction started January 2012 – Completed January 2013
- f) Project Approach:** Integrated team effort
- g) Dispute Resolutions:** None
- h) Team approach:** Integrated team approach
- i) Awards:** 2013 Governor's Historic Preservation Grand Award  
2013 ENR Southwest Best Government/Public Building Project  
2013 Arizona Forward Crescordia Award for Historic Preservation  
2014 APWA National Project of the Year for Historic Preservation Projects
- l) Contact Person(s):** Archimedes Carreon – 520-866-6416 / Greg Stanley – 520-866-6419



## **Renovation of the A. E. England Motor Company**, Phoenix.

**a) Project Description:** This CM@Risk project consists of the restoration, rehabilitation, and renovation of the 1926 A. E. England Motors Building. The 20,000 s.f. structure is set in the middle of Civic Park. The City of Phoenix and ASU use the large auditorium for assemblies, lectures, gatherings, and similar activities. Private offices, conference rooms, retail spaces, and food venues are located in the lower level. Interior improvements include the installation of new mechanical, plumbing, electrical, and fire/life-safety systems, design of a new elevator, reinforcing floors to increase load-carrying capabilities, stabilizing exposed bow-string trusses, design of classroom/auditorium space (300 occupants), student commons, display galleries, serving kitchen, and accessible restrooms.

Exterior improvements included the restoration/rehabilitation of special historic and character-defining features, roof replacement, rehabilitation of exterior finishes and the design of a new balcony overlooking a below-grade public plaza with direct access to the lower level.

- b) Services Provided:** Prime Architect/Construction Manager
- c) Estimate/Final Cost:** \$3.5 million / \$3.75 million
- Change Orders:** \$250,00 budget increase to complete tenant improvements requested by Arizona State University after design
- Cost Savings:** ***Evaluated costs of alternate building systems and utilized existing materials for continued use***
- d) Document Production:** The contract documents were peer-reviewed at all phases for conformance with applicable codes
- e) Project Schedule:** Started January 2008 – Completed January 2009
- f) Project Approach:** ***SWAN worked closely with the client, user groups, and CMAR to develop solutions that achieved the team's goals.***
- g) Dispute Resolutions:** None
- h) Team Approach:** Integrated team approach
- i) Awards:** ***Silver LEED certifiable. The A. E. England Building received the 2009 Valley Forward Environmental Excellence Award, McGraw-Hill National Best Award for a Civic Project, and the Governor's Historic Preservation Award.***
- j) Contact Person(s):** Tom Byrne - 602-262-4897

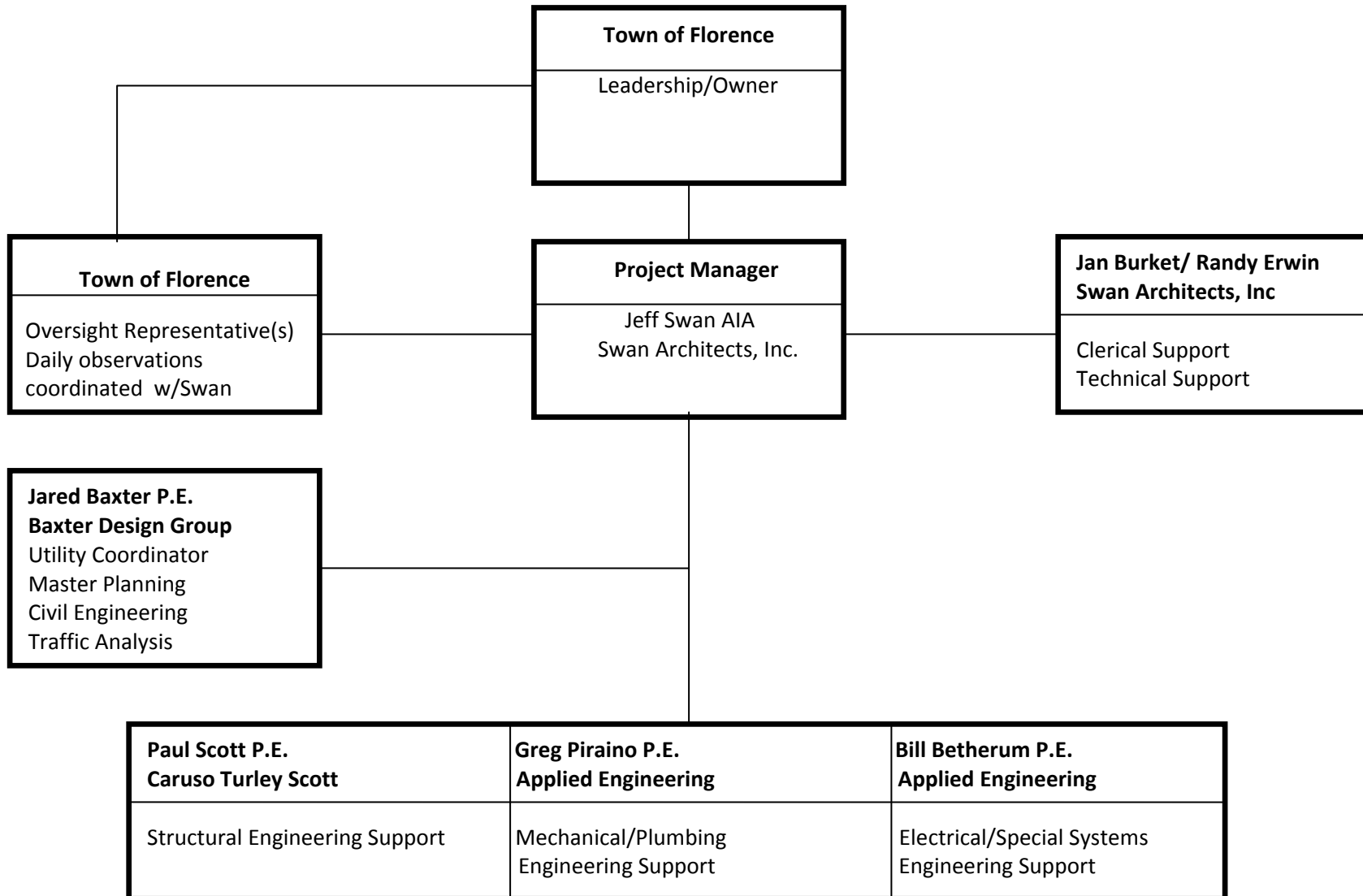


## **Maricopa County Central Courts Building Lower Level Tenant Improvement**, Phoenix

- a) **Project Description:** This CM@Risk project consists of a 35,000 s.f. tenant improvement in the lower level of the Maricopa County Central Courts Building. ***The design includes four RCC courtrooms, holding/detention cells, public waiting areas, offices for ten court-related departments, ADA conforming restrooms, and other mandated accessibility features.*** The high-use courtrooms and support spaces were efficiently designed to accommodate in-custody and out-of-custody defendants as well as building tenants and visitors. Interior improvements also included the installation of new mechanical, plumbing, electrical, security, and fire/life safety systems.
- b) **Services Provided:** Prime Architect/Construction Manager
- c) **Estimate/Final Cost:** \$5.65 million/\$5.65 million  
**Change Orders:** GMP  
**Cost Savings:** ***Assisted CMAR and FMD with value engineering. Team utilized BIM to assist in the design and integration of multiple building systems. Knowing exactly where all utility conflicts may occur prior to commencing construction eliminated increased construction costs and delays***
- d) **Document Production:** The contract documents were peer-reviewed at all phases for conformance with applicable codes and owner's goals
- e) **Project Schedule:** Started September 2008 – Completed February 2009
- f) **Project Approach:** ***The integrated project delivery protocol was essential in planning complex functions within a limited space***
- g) **Dispute Resolutions:** None
- h) **Team Approach:** Integrated team approach that included FMD, Superior Courts, CMAR, and 10 user groups
- i) **LEED Involvement:** Designed and specified efficient building systems that were compatible with existing systems to remain
- k) **Contact Person(s):** Andrew Geier, Layton Construction – 602-840-8655



### Project Management Team



**JEFFRY A. SWAN, AIA****PROJECT MANAGER / ARCHITECT****EXPERTISE:**

- Project Management
- Architecture
- Historic Architecture

**PROFILE:**

Mr. Swan has practiced architecture in Arizona for more than 25 years. ***Jeff is familiar with public works having designed and managed the construction of more than 50 public projects ranging from one million to 15 million dollars.*** He is experienced in leading project teams, assessing project issues, and recommending solutions to meet the client's budget and schedule. Mr. Swan is also well versed in building, life-safety, fire, and accessibility code requirements. Jeff is recognized as an imaginative building designer and space planner and has participated in the design and production of construction documents for a variety of building types, including recreational facilities, educational facilities, judicial facilities, office buildings, institutional buildings, museums, governmental facilities, and auditoriums. ***Mr. Swan has experience with multiple delivery systems including CM at Risk, design-build, and job order contracting.***

**EDUCATION:**

Bachelor of Science in Architecture and Urban Planning, University of Wisconsin-Milwaukee

**REPRESENTATIVE PUBLIC PROJECT :**

Jeff served as either project manager and/or project architect for the following ***public works projects.***

Administrative Offices:

- Rehabilitation of the 1891 Second Pinal County Courthouse, Florence
- Renovation of the Old Maricopa County Courthouse, Phoenix
- Renovation of the Maricopa County Central Courts Building, Phoenix
- Heritage Middle School, Chino Valley
- Territorial Elementary School, Chino Valley
- Renovation of Memorial Hall, Steele Indian School Park, Phoenix
- Tenant Improvements for Maricopa County Health & Human Services Department, Phoenix
- Social Security Administration Building, Mesa
- Tenant Improvements at the Maricopa County Administration Building, Phoenix

Recreation Facilities:

- Eastlake Park Fitness Center, Phoenix
- Chino Valley High School Athletic Facilities, Chino Valley

Community/Recreation Facilities:

- A. E. England Motor Co., Building, ASU, Phoenix
- Encanto Park Clubhouse and Site Amenities, Phoenix
- Renovation of the Sunnyslope Community Center, Phoenix

**JARED BAXTER, PE****PROJECT CIVIL ENGINEER****EXPERTISE:**

- Engineering Feasibility Studies
- Civil Improvement Design
  - Roadway Systems
  - Sanitary Sewer Systems
  - Drainage Design
  - Culinary and Irrigation Water Systems
  - Water Treatment and Storage
- Master Utility Plans
- Hydrology
- Construction Civil Estimating

**PROFILE:**

Mr. Baxter has led and/or been part of multi-disciplinary design teams through the various stages of residential, recreational, and commercial development in venues across the United States. Jared brings 18 years of hands-on experience to the design and construction of civil improvement projects, employing his keen ability to solve complicated issues on paper first then translating these solutions to cost-effective construction in the field. Mr. Baxter has been the primary engineer of record for the successful Anthem at Merrill Ranch Development in Florence. He is familiar with and has worked closely with the Town of Florence staff on many capital improvement projects and has assisted in solving development challenges that occur within the Florence area. Jared's expertise is specifically requested by many clients when complex engineering issues are involved. His structural engineering and vertical construction background provides insights in his work with architects to address many infrastructure challenges that will occur during the proposed project.

**EDUCATION:**

Bachelor of Science, Civil and Environmental Engineering, Utah State University

**REPRESENTATIVE PUBLIC PROJECTS:**

- Town of Florence Fire Station No. 2, Florence
- Newpark Development, Park City, Utah
- Anthem at Merrill Ranch, Florence,
- Town of Florence Mains Street Improvements, Florence
- Merrill Ranch, Florence
- Copper Mountain Ranch, Casa Grande
- White Pine Village at the Canyons, Park City, Utah

### PAUL G. SCOTT, PE, SE

#### PROJECT CIVIL ENGINEER

#### EXPERTISE:

- Project Management
- Technical Leadership in Structural Design and Analysis
- Structural Systems Analysis
- Structural Engineering Coordination
- Value Engineering

#### PROFILE:

Mr. Scott has 37 years of engineering design experience. He has a proven track record for technical expertise, outstanding design, and coordination services. Paul will provide structural support for the project including value engineering and constructability reviews. He will ensure internal exchange of information between team members. Mr. Scott maintains an enviable engineering reputation by consistently providing clients with high quality services and by meeting project schedules and budgets.

Mr. Scott has extensive experience with multiple project management include Design-Build, CMAR, and Design-Bid-Build. He will oversee all structural design issues ensuring on-time and on-budget completion.

Paul has provided continuous structural engineering services to **SWAN** fo more than 15 years.

#### EDUCATION:

Bachelor of Science Civil Engineering, Iowa State University

#### REPRESENTATIVE PUBLIC PROJECTS:

- Rehabilitation of the 1891 Second Pinal County Courthouse, Florence
- Library & Recreation Center, Town of Queen Creek
- Irish Cultural Center and The McClelland Irish Library, Phoenix
- City of Mesa Skyline High School Aquatic Center
- City of Glendale Foothills Recreation and Aquatic Center, Glendale
- City of Avondale American Sports Center, Avondale
- City of Chandler Paseo Vista Park, Chandler



**GREGORY PIRAINO, PE****PROJECT MECHANICAL ENGINEER****EXPERTISE:**

- Mechanical Engineering
- Plumbing Design
- Energy Modeling
- Commissioning Management

**PROFILE:**

Mr. Piraino has extensive knowledge in mechanical, HVAC, plumbing, and LEED engineering. Since 1995, Applied's services have included engineering design, engineering consulting reports, energy modeling, USGBC LEED projects, project management, construction, and commissioning management. Greg has considerable experience coordinating diverse professionals including; owners, developers, architects, electrical, structural, and civil consultants, specialized suppliers, construction firms, and local authorities. Project delivery expertise includes traditional design-bid-build, design-build, and CM@R.

**EDUCATION:**

Bachelor of Science Mechanical Engineering, University of Arizona

Construction Supervisor Certificate; General Contractors of American

LEED Accredited Professional; US Green Building Council

US DOT Safety Regulations Certificate; Transportation Safety Institute

Certificate of Achievement, Arizona Corporation Commission, Gas Pipeline Safety Section

**REPRESENTATIVE PUBLIC PROJECTS:**

- Rehabilitation of the 1891 Pinal County Courthouse, Florence
- YMCA Baseball Field, Gyms, Learning Center, Aquatics, Maryvale
- YMCA Gyms, Learning Center, Aquatics, Ahwatukee
- YMCA Gyms, Learning Centers, Aquatic, Southwest Valley
- YMCA Gyms, Aquatics, East Valley
- Boys & Girls Club Gyms, Learning Centers, Aquatics, West Valley
- Boys & Girls Club Gyms, Learning Centers, Aquatics, Guadalupe
- Gila River Community Recreation Center, LEED Silver, Aquatics
- Senior Center, City of Phoenix, Central Avenue Facility
- Pump It Up Gyms, Gathering Rooms for Youths, Tempe

**WILLIAM BETHURUM, PE****PROJECT ELECTRICAL ENGINEER****EXPERTISE:**

- Electrical Engineering
- Energy Modeling
- Distribution Systems
- Commissioning Management

**PROFILE:**

Mr. Bethurum has more than 22 years of experience in design and construction of facilities and associated electrical systems including power distribution, emergency power, lighting, and life safety. His services have included electrical engineering design, engineering consulting reports, energy modeling, USGBC LEED projects, project management, construction, and commissioning management. William has considerable experience coordinating diverse professionals including; owners, developers, architects, mechanical, structural, and civil consultants, specialized suppliers, construction firms, and local authorities. Project delivery expertise includes traditional design-bid-build, design-build, and CM@R.

**EDUCATION:**

Bachelor of Science Electrical Engineering, Arizona State University

**REPRESENTATIVE PUBLIC PROJECTS:**

- Camp Verde Library, LEED Certified
- YMCA Baseball Field, Gyms, Learning Centers, Aquatics, Maryvale
- YMCA Gyms, Learning Centers, Aquatics, Ahwatukee
- YMCA Gyms, Learning Centers, Aquatics, Southwest Valley
- YMCA Gyms, Fitness Center, Aquatics, East Valley
- Venture Out East Pool House, Exercise, Pool, and Recreation Center
- USA Fitness Facility with Gym, Dance Studios, and Site
- Links Resort Aquatics and Recreation Center

## 7. FIRM'S APPROACH

### A. PRE-CONSTRUCTION PHASE

#### 1. Evaluate Project Options:

**SWAN** will work closely with Town representatives in evaluating viable options. Each option will be evaluated on the Owner's/Community's initial and future needs, initial and life-cycle costs, schedule practicality, life-cycle maintenance, and risk management.

- ***Scope refinement is essential to project success. Lack of clarity leads to scope creep. SWAN will assist the Owner in balancing project scope with user needs and project constraints.***

#### 2. Develop a Project Budget:

**SWAN**, in consultation with the Town and DB team, will develop a preliminary budget based on cost estimates developed at the beginning of each phase and updated as the scope is defined. The budget will become a fixed baseline after completion of the preliminary design phases.

- ***SWAN will initially prepare a rough-order-of-magnitude budget based on benchmark costs and specific project information to provide an early cost forecast. SWAN will refine the budget through succeeding phases. It is imperative that all elements of the budget are clearly defined, captured, and developed throughout each phase.***

#### 3. Develop Project Delivery Strategy:

**SWAN**, in consultation with the Town and DB team, will prepare a strategic delivery assessment that takes into account the Owner's goals and priorities, risk, and financial viability.

- ***SWAN will develop the D/B delivery strategy to optimize project value and success.***

#### 4. Develop a Project Master Schedule:

**SWAN**, in consultation with the Town and DB team, will initially estimate dates for each task/phase (based on experience with similar projects) and organize them into an overall master schedule. Once the scope is well-defined the tasks will be broken down into manageable activities and in a logistical sequence.

- ***The Town's project must have a definite beginning and end. SWAN will prepare a project schedule that clearly identifies the duration, the logical relationships between activities, and the critical path that controls the end date.***

#### 5. Monitor the Project Master Schedule:

**SWAN** will monitor and review a four-week look-ahead schedule at each weekly meeting and an overall schedule monthly.

- ***SWAN will immediately address any deviations in the baseline schedule by recommending corrective actions that do not increase project time, costs, or lessen project quality. SWAN will perform risk assessment throughout the planning and design phase to identify circumstances that can occur and have a direct impact on the project schedule and costs. The assessment will be reviewed and updated at each weekly meeting.***

6. **Perform Value Engineering Studies:**

**SWAN** will perform two (2) value engineering studies. The first will occur at the beginning of Schematic Design to evaluate major systems and the other at completion of the design to evaluate detailing and finishes. The VE report will include our methodology of analysis, summary of recommendations, and estimated initial and life-cycle costs.

- ***The objective of our VE study is to offer recommendations that satisfy the Town's goals at the lowest initial cost and over the project's life expectancy.***

7. **Perform Cost Estimating:**

**SWAN**, in conjunction with the DB team and other consultants, will coordinate at least three (3) detailed cost estimates which includes all building and site development work. The estimates will be completed at the Schematic Design phase, Design Development phase, and at the completion of the Construction Documents phase.

- ***The final estimate, agreed upon by the Town, will form the basis for which the contractor will be responsible for completing the work.***

8. **Perform Constructability Reviews:**

**SWAN** recommends performing four (4) reviews as follows:

- 30 percent review – verify that the selected approach to all design concepts and building systems including VE recommendations have been incorporated.
- 60 percent review – make certain that the major design concepts and systems are progressing as planned and that the drawings and specifications are on schedule.
- 90 percent review – perform an extensive review to verify all previous comments have been incorporated, coordination between disciplines has occurred, and that the construction documents are accurately detailed.
- 100 percent review – verify that the 90 percent review comments have been resolved and that the final cost estimates are within the project budget.
- ***SWAN will make certain that the drawings and specifications accurately depict the Owner's intent and that the design can be constructed using methods, materials, and equipment current to the construction industry.***

9. **Provide Monthly Reports:**

**SWAN** will prepare monthly reports for review by the Town and DB team that reinforces the project is on schedule, within budget, and any other pertinent information applicable to the project success.

- ***SWAN will be a trusted advocate and partner to the Town. Our detailed monthly reports will ensure the Town is an active participant and aware of all aspects of the project throughout its term.***

10. **Conduct Design Coordination Meetings:**

**SWAN** will conduct at least two (2) design coordination meetings with the Town, DB team, and other consultants to review progress and design-related issues. Meeting minutes with assigned action items and the party responsible for resolving them will be prepared, distributed, and monitored by **SWAN**.

- ***SWAN will conduct meaningful design coordination meetings/workshops that will minimize or eliminate downstream field conflicts and uncertainties.***

## **B. DESIGN-BUILD PHASE**

### **1. Evaluate Bids:**

**SWAN**, in consultation with the Town and DB team, will evaluate the bids and recommend the award of contracts.

### **2. Prepare Construction Contracts:**

**SWAN**, in consultation with the Town of Florence, the Town's solicitor, and the Design Builder, will prepare and coordinate the processing of all contract documents.

## **C. CONSTRUCTION PHASE**

### **1. Conferences/Meetings:**

**SWAN**, in coordination with the Design-Builder will conduct weekly meetings with utility providers, Town of Florence, and other consultants. Meeting topics will include safety issues, testing, requests for information, submittals, schedules, and fiduciary issues.

- ***SWAN will prepare and distribute meeting minutes that track items requiring timely responses and the person responsible for resolving the issue to ensure the project remains on schedule.***

### **2. Maintain On-Site Staff:**

**SWAN** will maintain a qualified consulting staff sufficient to manage the project, conform to scope of services, and insure that work is completed in compliance with the contract documents.

- ***SWAN has organized a project management team that has extensive experience in design, construction administration, and project management of similar public projects.***

### **3. Process Shop Drawings:**

**SWAN** will establish a process and coordinate the procedures for processing and approving shop drawings, product data, samples, and other submittals. The Design-Builder will establish and maintain the submittal log.

- ***SWAN will make sure the Town has received, reviewed, and approves of all submittals. The status of all submittals will be reviewed at the weekly meetings along with their relationship to the schedule and budget.***

### **4. Project Coordination:**

**SWAN** will administer, manage, and coordinate the activities of the Town and Design-Builder team.

- ***SWAN will closely manage and monitor activities to ensure that project costs and schedules are maintained throughout construction.***

### **5. Develop Detailed Construction Scheduled:**

**SWAN** will review and monitor weekly a detailed construction schedule highlighting critical milestones. The Design-Builder will update the schedule bi-weekly or as dictated by project circumstances.

- ***SWAN will work closely with the DB team in managing strict conformance with the project schedule.***

6. **Monitor Construction Progress:**

**SWAN** will closely monitor the construction critical-path activities that impact the overall schedule duration. Any deviation will be addressed immediately with recommendations for corrective actions.

- ***SWAN will observe construction progress weekly ensuring any deviations or concerns are addressed immediately.***

7. **Control Construction Quality:**

**SWAN** will observe work in progress to ensure conformance with the contract documents. Reports of all observations will be included in the weekly meetings.

- ***SWAN will observe work in progress before and after each weekly meeting to ensure deficient or non-conforming work is corrected before affecting the quality of the overall project. SWAN will be glad to partner with Town representatives who can monitor work daily and alert us of any concerns.***

8. **Maintain Construction Records:**

**SWAN** will maintain current and orderly records of all construction documents. The documents will be available for review by the Owners and/or Design-Builder at any time.

9. **Process Pay Applications:**

**SWAN** will review and process the Design-Builder pay applications relative to the approved schedule of values. Pay applications will be processed in a timely manner agreed upon prior to the first request for payment.

- ***SWAN will only authorize payment when the Contractor's progress payment is in full compliance with the contract requirements. Draft pay applications will be reviewed with the Town and DB team at weekly meetings.***

10. **Conduct Project Meetings:**

**SWAN** will conduct project meetings bi-monthly or as required by the construction progress or intensify of activities. We would prefer to prepare and distribute meeting minutes but will not object if the Town prefers this task to be completed by the Design-Builder.

- ***SWAN prefers to prepare the meeting minutes to ensure an orderly control and flow of information which is imperative to the project's success. SWAN will assign responsibility and demand accountability to resolve issues quickly.***

11. **Prepare and Maintain Field Reports:**

**SWAN** will prepare and maintain field reports including weather conditions, number of workers, equipment in use, contractor activities, general activities, and special occurrences.

- ***Daily field reports can be completed by Town representatives and coordinated with SWAN at each weekly meeting to realize savings in project management fees.***

12. **Process Change Orders:**

**SWAN**, in consultation with the Town and Design-Builder will review and process change orders. We will estimate the cost, insure validity, and negotiate the costs of changes with the Design-Builder on the Town's behalf.

- ***SWAN will evaluate each change request and/or dispute to determine whether the Design-Builder should be compensated or assume responsibility for the costs. SWAN will make timely, decisive, and equitable decisions. Additionally, in conjunction with the Design-Builder we will update project documents to reflect the change(s) in the schedule, budget, and documents.***

**13. Coordinate Inspections and Testing:**

**SWAN**, in consultation with the Town and Design-Builder shall coordinate independent inspections, review inspection and testing reports, and make recommendations to correct non-conforming test results.

- ***SWAN will review testing logs and test results at each weekly meeting to ensure conformance with applicable codes and design requirements.***

**14. Recommend Construction Changes:**

**SWAN** will observe work in progress and make recommendations for changes in the work to improve quality, save costs, and/or time.

- ***SWAN has extensive experience in construction administration and will demand a high level of quality and workmanship.***

**15. Maintain Photographic Records:**

**SWAN** will maintain photographs of construction activities and work which will be concealed.

**16. Provide Monthly Reports:**

**SWAN** will prepare and distribute a monthly report that includes the status of schedule, budget, quality of work, safety, logistics, and other pertinent information.

**D. CLOSE-OUT PHASE**

**1. Develop Close-Out Program:**

**SWAN**, in consultation with the Town and the Design-Builder will coordinate the close-out activities in compliance with the contract documents. The required documents will include a close-out schedule, inspections, test results, start-up procedures, equipment manuals, warranty processing procedures, and occupancy permit.

**2. Coordinate Systems and Equipment Testing:**

**SWAN** will coordinate and attend the demonstrations, testing, calibrations, and start-up of all equipment and building systems.

**3. Process Operation Manuals and Warranties:**

**SWAN** will review the operation and instruction manuals and warranties prior to submitting to the Town of Florence.

**4. Coordinate Training:**

**SWAN**, in consultation with the Town, will coordinate the training of the Town of Florence's personnel on the operation and maintenance of building systems and equipment.

5. **Coordinate Substantial and Final Inspections:**

**SWAN**, in consultation with the Design-Builder, will schedule and coordinate substantial completion and final inspections. **SWAN** will assist the Design-Builder in the preparation of a list of deficiencies (punch list) and will coordinate the corrective actions.

6. **Coordinate Construction Close-Out:**

**SWAN** will coordinate close-out activities including the completion of deficiencies, submittal of close-out documents, resolution of change orders, and recommendations for payment of retainage.

7. **Submit Project Documentation:**

**SWAN** will submit a copy of all project documentation including files, records, drawings, submittals, samples, and other information to the Town of Florence in an organized fashion.

8. **Coordinate Warranty Work:**

**SWAN** will coordinate with the Town of Florence the warranty work by contractors to insure that their obligations are fulfilled in a timely manner.



## **E. UNDERSTANDING CHALLENGES**

### **Master Planning:**

**A master traffic/circulation plan** may be needed to be developed to identify potential conflicts and possible solutions to traffic patterns at the proposed project site. The master traffic/circulation plan should identify initial needs and future expansion of the site.

**A master sewer design** should be coordinated with the Town of Florence Public Works/Utility department(s) to verify if the existing 18" main is adequate to serve the initial sanitary sewer needs and when the proposed 30" sewer trunk line will be needed for future development.

The project site and entire Territory Square area has an existing natural gradient that flows north towards the Gila River. The sanitary sewer will generally need to gravity flow in a south/westerly direction to the existing/proposed sewer main lines. Obviously, this flow direction will be against the natural gradient possibly requiring a need for a sewer lift station. A master sewer layout of the area may be needed to identify the areas that can be served by gravity flow (most cost effective) and the developments areas that may require a lift station.

**The current water delivery system** consists of a piping network that is below or near the current roadway. An 8"-diameter waterline terminates near the Community Development Office Building and an another 8"-diameter line terminates near the intersection of First and Pinal streets near the Town Hall and Fire Station No. 1. Further analysis may be needed to determine if these waterlines will adequately serve the initial and future development demands.

**The current water source and storage system** for the Town of Florence consists of well(s) and storage tank(s) located at the Public Works site on Ruggles/Warner and the water tank site on Adamsville Road/Quartz Street. It is anticipated that the existing wells and storage tanks can provide for the initial development needs. However, a detailed master water design may be needed to identify both the potable and fire flow needs for the initial and future demands of the development area. A water model can be prepared to verify the existing capacity of the existing town well and storage system. This model should be coordinated with the Town to determine the delivery capacity of the existing waterline network and when additional main lines will be necessary for the expansion of the development.

### **Phased Construction:**

It is anticipated that the construction project may need to be phased or separated into manageable activities to meet the Town's schedule/goals. The site utilities, mass grading, and library construction may need to be accelerated or expedited and separated into multiple GMPs/projects.

### **Design/Aesthetics:**

The DB team will need to balance the Town's rich farming and ranching history with the need to create a vibrant facility that injects excitement into the community and brings economic opportunities to downtown Florence. The design must be innovated, exciting, and respectful of its surroundings.

## 8. EXHIBITS

- Sample Schedule
- Sample Cost Estimate
- Sample VE Summary
- Sample Monthly Report



# Cost Estimate Summary

## ENCANTO PARK ARCHITECTURAL IMPROVEMENTS

22-Nov-13

Item	Description of Work	Restroom #1 Restroom #2 Renovation Work	Ramada Work	Entry Monument Signs Work 15th Ave/Encanto Blvd.	Added Mounment Signs at Norton House & Sports Complex	CMU Fencing Work at 19th Ave. and Thomas Road	Encanto Park Playground B Concrete Work	Climbing Elements Allowance	Fitness Element Allowance
1	Demolition	\$14,850	\$3,750	\$3,100		\$750			
2	Earthwork		\$4,800						
3	Termite Treatment	\$500	\$250						
4	Concrete	\$4,660	\$19,880	\$33,309	\$13,650		\$22,695		
5	Masonry	\$28,052	\$7,491	\$25,404	\$4,985	\$7,309			
6	Pre-Engineered Ramadas		\$53,611						
7	Steel	\$123,268		\$32,061		\$12,747			
8	Rough Carpentry	\$9,216							
9	Building Insulation	\$1,432							
10	Joint Sealents		\$1,367						
11	Roofing	\$44,641							
12	Stucco	\$3,000							
13	HM Frames/Doors/Hardware	\$3,459							
14	Painting	\$12,965	\$2,246	\$13,037	\$810	\$5,226			
15	Toilet Accessories	\$7,930							
16	Signage	\$600		\$5,150	\$9,250				
17	Pigeon Control		\$7,350						
18	Plumbing	\$116,675							
19	HVAC	\$6,900							
20	Electrical	\$20,611	\$5,500	\$47,500					
21	Climbing Elements Allowance							\$62,156	
22	Fitness Elements Allowance								\$22,378
23	Skylight Allowance (Not Applicable - Roofing included curb mounted skylights now								
24	Landscaping/Misc. Concrete Allowance		\$7,500	\$7,500					
25	Signage Allowance (Front of Golf Parking)			\$10,000					
	<b>Area Subtotals</b>	<b>\$398,759</b>	<b>\$113,745</b>	<b>\$177,061</b>	<b>\$28,695</b>	<b>\$26,032</b>	<b>\$22,695</b>	<b>\$62,156</b>	<b>\$22,378</b>

Subtotal of all Areas of Work	\$851,521
General Conditions	\$154,395
Liability Insurance	\$6,378
Builders Risk	\$3,061
Bond	\$9,921
Tax	\$58,236
Fee at 5%	\$54,176
<b>Total</b>	<b><u>\$1,137,688.53</u></b>



**Example Cost Estimate**  
**Land Development Budget - April 2014**

**Project:** Example Project      **City:** Florence, AZ  
**Acres:** 16.90      **Based On:** Conceptual Site Plan  
**Building Pads:** 60      **Building Pa** 45'

Description	Unit	Qty	Unit Price	Total	Cost/Lot	Cost/L.F.
<b>Preliminary Plat</b>						
Subdivision design	lot	60	0.00	0	0	0
Preliminary Plat	lot	60	0.00	0	0	0
<b>Survey</b>						
Topo/Boundary Survey	ls	1	0.00	0	0	0
A.L.T.A. Survey	ls	1	0.00	0	0	0
<b>Engineering Design</b>						
Engineering Design (on site)	ls	1	0	0	0	0
Engineering Design (off site)	ls	1	0	0	0	0
Landscape Design	ls	1	0	0	0	0
Street Light Design	ls	1	0	0	0	0
Elec Design (off Site)		0		0		
Storm Water Pollution Plan	ls	1	0	0	0	0
<b>Utility Planning</b>				<b>138,000</b>	<b>2,300</b>	<b>51</b>
Electric	lot	60	2,300.00	138,000		
Gas (non-refundable)		0	0.00	0		
Phone (non-refundable)		0	0.00	0		
<b>Environmental</b>				<b>2,000</b>	<b>33</b>	<b>1</b>
Phase 1		1	2,000	2,000		
Phase 2		0	0	0		
Testing		0	0	0		
<b>Construction Staking</b>				<b>39,000</b>	<b>650</b>	<b>14</b>
Staking	lot	60	600	36,000		
Extra Staking	lot	60	50	3,000		
<b>Blueprinting</b>				<b>0</b>	<b>0</b>	<b>0</b>
Reproductions	ls	0	2,000	0		
<b>Soils/Geo-Tech Engineering</b>				<b>36,000</b>	<b>600</b>	<b>13</b>
Soils Report	ls	1	6,000	6,000		
Soils Testing - Pads	lot	60	500	30,000		
Soils Testing - Streets	lf	2,015	0.00	0		
Misc. Testing	ls	1	0	0		
<b>Other Professional</b>				<b>0</b>	<b>0</b>	<b>0</b>
Property Tax Consultant		0	1,000	0		
HOA Reserve Study	ls	0	0	0		
<b>Legal</b>				<b>0</b>	<b>0</b>	<b>0</b>
Legal Fees	ls	0	1,000	0		
<b>City Fees &amp; Permits</b>				<b>198,100</b>	<b>3,302</b>	<b>73</b>
Zoning Fee		0	0.00	0		
Preliminary Plat Fee	lot	60	30.00	2,800		
Final Plat Fee		60	30.00	2,800		
Plan Review Fee	lot	60	250.00	15,000		
Recording Fees				0		
Improvement District				0		
Sewer Buy-in (line extension agreement)	lot	60	250.00	15,000		
Water Buy-in (line extension agreement)	lot	60	250.00	15,000		
Sewer Tap Fee	lot	60	900.00	54,000		
Water Tap Fee	lot	60	1,000.00	60,000		
Town of Florence Inspections	lot	60	350.00	21,000		
CAGR Activation Fee	lot	60	200.00	12,000		
Traffic Light Contribution				0		
Grading Permit				0		
Sewer Permit				0		
Water Permit				0		
Dry Utility Permit				0		
Concrete Permit				0		
Paving Permit				0		
Storm Drain Permit				0		
Street Light Permit				0		
Landscape Permit				0		
Retaining Wall Permit				0		
Fence Permit				0		
General Permit	%	0.0%	787,625.78	0		
Dust Control Permit	ls	1	500.00	500		
<b>Other Fees &amp; Permits</b>				<b>6,000</b>	<b>100</b>	<b>2</b>
Health Department Fee	ls	1	5,000.00	5,000		
404 Permit	ls	1	1,000.00	1,000		
County Dust Control Permit				0		
SRWWUA Fees				0		
<b>Bond &amp; LOC</b>				<b>0</b>	<b>0</b>	<b>0</b>
Bond	ls	1	0.00	0		
LOC				0		









**swan**  
architects, inc.

**Layton**  
CONSTRUCTING WITH INTEGRITY

# Central Courts Value Engineering Summary

Spreadsheet Level	Description	Original	Final #1	Final #2
<b>10000 General Conditions</b>				
Project Management	Project Personnel	316,800	316,800	316,800
Vehicles	PM	8,550	8,550	8,550
Vehicles	Superintendent	21,600	21,600	21,600
Office Supplies		500	500	500
Postage	Courier Services	500	500	500
Reproductions	Plans	100	1,000	1,000
Temp Lighting		4,000	4,000	4,000
Periodic Clean Up		24,000	24,000	24,000
Dumpsters/Dump Fees		5,950	6,375	6,375
Finish Work Protection		5,000	5,000	5,000
Final Clean Up	Final Clean	12,324	12,324	13,187
Material Testing	Allowance	3,500	3,500	3,500
Safety	Corporate Safety Program	13,145	13,504	14,184
<b>Div Totals</b>		<b>416,869</b>	<b>417,653</b>	<b>419,196</b>
<b>02000 Demolition &amp; Site Work</b>				
Demolition	Saw Cut & Removal for Plumbing	19,795	20,288	19,370
Demolition	Saw Cut & Removal For Footings	9,758	10,954	13,965
Demolition	Saw Cut & Removal of Raised Area	37,476	37,476	37,476
Demolition	Remove Masonry Wall	4,858	4,842	4,825
Demolition	Floor Grinding Allowance	15,000	15,000	15,000
Demolition	Core Drills	7,200	7,200	7,050
Demolition	Floor X-Ray Allowance	10,000	10,000	10,000
Demolition	General Demolition	20,715	18,346	27,994
Demolition	Saw Cut & Removal For Electrical	1,868	1,744	1,804
<b>Div Totals</b>		<b>126,468</b>	<b>125,851</b>	<b>137,484</b>
<b>03000 Concrete</b>				
Concrete	Patch Back W/ Doweling	25,450	26,085	24,904
Concrete	Footings For CMU Walls	30,978	34,776	44,334
Concrete	Pourback at raised area	49,968	49,968	49,968
Concrete	Fill Core Holes	1,200	1,200	1,175
Concrete	Patch Back For Electrical	1,071	1,121	1,160
Concrete	ADA Ramp Allowance	10,000	10,000	10,000
Concrete	Striping Allowance	5,000	5,000	5,000
<b>Div Totals</b>		<b>123,668</b>	<b>128,150</b>	<b>136,541</b>
<b>04000 Masonry</b>				
Masonry	Full Height Solid Grouted Masonry Walls	87,578	91,293	126,737
Masonry	Partial Height Solid Grouted Masonry Walls	2,257	2,775	3,538
<b>Div Totals</b>		<b>89,836</b>	<b>94,068</b>	<b>130,273</b>
<b>05000 Metals</b>				
Metals	Main Stair Modification Allowance	150,000	150,000	150,000
Metals	12" Deep Stainless Steel Interview Room Counters	10,600	11,616	10,758
Metals	8' Tall Cell Fronts	33,031	36,088	50,313
Metals	Cell Ceilings	24,963	31,955	37,723
Metals	Chain Link Fence	14,900	15,188	15,137
Metals	Chain Link Fence Gates	2,000	6,000	6,000
Metals	In Wall Steel Supports	550	550	550



Metals	Rolling Gate Modification Allowance	12,000	12,000	12,000
Metals	Handrail Upgrades	10,000	10,000	10,000

Div Totals	258,044	273,396	292,480
------------	---------	---------	---------

### 06000 Woods & Plastics

Carpentry	Misc Labor	7,200	7,200	7,200
Carpentry	Misc Backing	5,000	5,000	5,000
Carpentry	Courtroom "Platforms"	16,000	16,000	16,000
Carpentry	Courtroom Mock Up	3,000	3,000	3,000
Millwork	Upper P-Lam Casework	6,533	7,328	6,533
Millwork	Lower P-Lam Casework	22,753	28,855	31,313
Millwork	Laminate Counter	5,287	5,775	5,325
Millwork	Book Shelves	6,040	6,335	6,915
Millwork	Solid Surface RR Counter	6,517	6,600	6,400
Millwork	Reception Desk	12,000	12,000	12,000
Millwork	Sheriff Station Millwork	6,000	6,000	6,000
Millwork	Judges Millwork	10,008	9,832	9,980
Millwork	Relocate/Modify Storage Shelving	0	1,000	1,000
Millwork	Courtroom Millwork	40,000	40,000	40,000
Millwork	Partial Height Door	3,000	6,000	6,000
Millwork	Wood Cap		14,477	14,513

Div Totals	149,337	175,402	177,177
------------	---------	---------	---------

### 07000 Thermal & Moisture

Insulation	Sound Batt Insulation at Walls	18,882	20,050	19,549
Insulation	Sound Batt Insulation at Ceilings	1,252	1,210	1,172
Fireproofing	Misc Allowance	10,000	10,000	10,000
Fire Caulking	At Rated Walls	5,011	4,829	4,518
Caulking	Misc Caulking	2,500	2,500	2,500
Caulking	Detention Grade Caulking	10,000	10,000	10,000
Caulking	Waterproofing Allowance	100,000	100,000	100,000

Div Totals	147,644	148,589	147,738
------------	---------	---------	---------

### 08000 Doors & Windows

Doors	3'0" x 7'0" Birch Door	43,000	44,000	45,500
Doors	3'0" x 7'0" Fire Rated Door	11,000	10,450	9,900
Doors	Cell Doors	40,000	66,000	88,000
Frames	3'0" x 7'0" Hollow Metal Frame	16,800	17,600	17,800
Frames	3'0" x 7'0" Fire Rated Hollow Metal Frame	4,500	4,275	4,050
Frames	6'0" x 7'0" Hollow Metal Frame	250	250	250
Frames	6'0" x 7'0" Fire Rated Hollow Metal Frame	0	0	0
Frames	6' x 3' Interview Window Frames	280	280	280
Frames	4' x 3' Interview Window Frames	2,520	2,520	2,520
Frames	8' x 6' Courtroom Window Frames	1,280		
Door Hardware	Lock set, stop, hinges	31,800	32,100	32,700
Door Hardware	Closers	11,000	12,250	12,000
Door Install	Install Doors	15,900	16,050	16,350
Door Install	Unload Doors	3,500	3,500	3,500
Specialty Doors	Access Panels	3,500	3,500	4,500
Specialty Doors	Motorized Roll Up Door	24,000	0	0
Glass	6' x 3' Interview Windows	1,350	1,350	1,350
Glass	4' x 3' Interview Windows	8,100	8,100	8,100
Glass	8' x 6' Courtroom Windows	14,400	0	0
Glass	1/4" Interior Glazing	0	0	0

Div Totals	209,330	212,775	237,350
------------	---------	---------	---------

### 09000 Finishes

Gypsum Systems	Lay Out	4,800	4,800	4,800
----------------	---------	-------	-------	-------

Gypsum Systems	Double Sided Interior Partitions	253,539	269,507	273,536
Gypsum Systems	Single Sided Interior Partitions	15,497	13,222	14,739
Gypsum Systems	Furr Masonry Wall	7,448	8,152	7,188
Gypsum Systems	Partial Height Wall	5,135	9,778	9,724
Gypsum Systems	Fire Rated Walls	45,514	42,220	36,576
Gypsum Systems	Gyp Board Ceilings	48,206	43,866	45,716
Gypsum Systems	Wrap Columns	15,750	16,450	18,200
Gypsum Systems	Install Door Frames	10,500	10,800	10,800
Gypsum Systems	Install Window Frames	2,800	2,000	2,000
Gypsum Systems	BR Panels at Judge's Bench	4,000	6,000	6,000
Acoustical	Upgraded Acoustical Ceiling	22,982	26,116	27,034
Acoustical	Average Acoustical Ceiling	57,170	57,513	58,871
Acoustical	Economical Acoustical Ceiling	0	0	0
Flooring	Carpet Tile	69,322	72,576	73,368
Flooring	VCT	10,340	10,340	10,340
Flooring	Porcelain Floor Tile	14,639	14,234	13,821
Flooring	Porcelain Wall Tile	40,927	32,479	31,984
Flooring	Misc Transitions	2,500	2,500	2,500
Flooring	Base	9,632	10,171	10,192
Flooring	Polish Existing Terrazzo	940	837	767
Flooring	Sealed Concrete	8,159	8,347	8,976
Flooring	Floor Prep	15,590	16,098	16,158
Flooring	Moisture Control Measures	71,456	97,399	100,559
Painting	Double Sided Interior Partitions	38,431	40,852	41,462
Painting	Single Sided Interior Partitions	1,717	1,465	1,633
Painting	Furr Masonry Wall	825	903	796
Painting	Partial Height Wall	616	1,173	1,167
Painting	Fire Rated Walls	5,273	4,892	4,238
Painting	Gyp Board Ceilings	3,443	3,133	3,265
Painting	Detention Ceilings	4,993	6,391	7,545
Painting	Full Height Masonry Walls	17,516	18,259	25,347
Painting	Partial Height Masonry Walls	451	555	707
Painting	Door Frames	10,500	10,800	10,800
Painting	Window Frames	1,680	1,200	1,200
Painting	Elevator Doors	6,400	6,400	6,400
Painting	Touch Up	5,000	5,000	5,000

Div Totals	833,689	876,428	893,409
------------	---------	---------	---------

### 10000 Specialties

Restroom Partitions	Stalls	7,200	7,200	7,200
Restroom Accessories	Grab Bars	4,400	4,400	4,000
Restroom Accessories	TP Dispenser - Provided By Owner	0	0	0
Restroom Accessories	Sanitary Disposal - Provided By Owner	0	0	0
Restroom Accessories	Seat Cover Dispenser - Provided By Owner	0	0	0
Restroom Accessories	Mirror	3,400	3,400	3,200
Restroom Accessories	Paper Towel Dispenser - Provided By Owner	0	0	0
Restroom Accessories	Soap Dispenser - Provided By Owner	0	0	0
Signage	Allowance	18,000	18,000	20,000
Fire Extinguishers	Fire Extinguisher With Cabinet	5,400	5,400	5,850
Moveable Partition	Operable Wall	30,000	0	0

Div Totals	68,400	38,400	40,250
------------	--------	--------	--------

### 11000 Equipment

Kitchen Equipment	Fridge	0	0	0
Kitchen Equipment	Microwave	0	0	0
Projection Screen	Electric	15,000	15,000	15,000

Div Totals	15,000	15,000	15,000
------------	--------	--------	--------

**12000 Furnishings**

Furniture	Cubicles - Provided By Owner
Furniture	Office Furniture - Provided By Owner
Furniture	Judge Furniture - Provided By Owner
Furniture	Conference - Provided By Owner
Furniture	Storage Allowance - Provided By Owner
Furniture	Fixed Seating - Provided By Owner
Furniture	Misc Chairs - Provided By Owner
Furniture	Lobby Seating - Provided By Owner
Furniture	Courtroom Benches - Provided By Owner
Furniture	Courtroom Podiums - Provided By Owner

Div Totals			
------------	--	--	--

**13000 Special Construction**

No Work

Div Totals			
------------	--	--	--

**14000 Conveying Systems**

No Work

Div Totals			
------------	--	--	--

**15000 Mechanical**

Fire Protection	Distribution	84,728	84,728	90,665
Fire Protection	Design	4,800	4,800	4,800
Plumbing	Break Room Sinks	7,000	17,500	17,500
Plumbing	Wall Hung Sink	24,500	21,000	21,000
Plumbing	Restroom Sinks	35,000	35,000	35,000
Plumbing	Urinal	10,500	10,500	10,500
Plumbing	Toilet	59,500	52,500	52,500
Plumbing	ADA Drinking Fountain	15,000	15,000	15,000
Plumbing	Detention Grade Toilet/Sink Combo	64,000	96,000	128,000
Plumbing	Sewage Ejector	90,000	90,000	90,000
Plumbing	New Piping / Tap	60,000	60,000	60,000
Plumbing	Plumbing Unknown Allowance	100,000	100,000	100,000
Plumbing	Mop Sink	0	2,000	2,000
HVAC	Fan Coil Units	22,200	22,200	29,600
HVAC	Piping	35,000	35,000	35,000
HVAC	VAV's	18,000	18,000	18,000
HVAC	Distribution	246,480	246,480	263,752
HVAC	Exhaust Allowance	50,000	50,000	50,000
HVAC	Outside Air Allowance	50,000	50,000	50,000
HVAC	Relocation Allowance	50,000	50,000	50,000
HVAC	Controls	52,500	52,500	57,500
HVAC	Test & Balance	15,000	15,000	15,000

Div Totals	1,094,208	1,125,208	1,195,817
------------	-----------	-----------	-----------

**16000 Electrical**

Electrical	Duplex Receptacle	17,100	17,100	18,050
Electrical	Feed & Connect Modular Furniture	20,400	20,400	21,600
Electrical	Ceiling Outlet	1,840	1,840	1,840
Electrical	Screen Power	750	750	750
Electrical	Duplex GFCI Receptacle	1,950	1,950	1,950
Electrical	Floor Box	7,650	7,650	7,650
Electrical	Feed & Connect Mechanical Equipment	23,100	23,100	25,300
Electrical	Feed & Connect Exhaust	2,500	2,500	2,500
Electrical	Feed & Connect Fire Smoke Dampers	2,580	2,580	2,580
Electrical	3/4" Phone/Data Stub	3,600	3,600	4,050
Electrical	1" Phone Data Stub	300	300	300

Electrical	Modular Furniture Phone / Data	1,445	1,445	1,530
Electrical	Basket Tray	10,000	10,000	10,000
Electrical	Misc Security Stubs	5,135	5,395	5,655
Electrical	New 480 volt panel	11,000	11,000	11,000
Electrical	75 KVA transformer	3,500	3,500	3,500
Electrical	New 208 Volt Panel	5,500	5,500	5,500
Electrical	Dimmable Fluorescent Cans	11,040	11,040	11,040
Electrical	Fluorescent Recessed Cans	17,395	17,395	17,395
Electrical	2X4 Parabolic Dimmable	19,320	19,320	19,320
Electrical	2X4 Parabolic	82,565	82,565	89,915
Electrical	Bath Bar	2,925	2,925	2,925
Electrical	Detention Light Fixture	34,800	37,700	42,050
Electrical	8' Lobby Fixtures	5,000	5,000	5,000
Electrical	Exit Signs	6,600	6,600	7,040
Electrical	Switch	3,060	3,060	3,240
Electrical	Dimmable Panel w/ 2 Control Stations	52,000	52,000	52,000
Electrical	Dimmer Switch	1,300	1,300	1,300
Electrical	Lighting Relay Control Panel	6,000	6,000	6,000
Electrical	Control Switches for Relay Panel	3,500	3,500	3,500
Electrical	Ceiling Motion Sensor	15,200	15,200	15,200
Electrical	Misc Electrical	15,000	15,000	15,000
Electrical	Electrical Unknown Allowance	75,000	75,000	75,000
Fire Alarm	FA Pull Station	370	370	370
Fire Alarm	FA Ceiling Smoke Detector	38,850	38,850	39,960
Fire Alarm	FA Duct Smoke Detector	7,800	7,800	9,100
Fire Alarm	FA Speaker Strobe	49,500	49,500	52,250
Fire Alarm	FA Control/Relay Modules	22,800	22,800	22,800
Fire Alarm	FA Booster Panel	4,000	4,000	4,000
Fire Alarm	FA Design	5,000	5,000	5,000
Security	A Phone	30,000	30,000	30,000
Security	Card Reader	75,600	81,200	95,200
Security	PTZ Camera	38,500	45,500	42,000
Security	Monitor	1,500	1,500	1,500
Security	DVR	8,500	8,500	8,500
Security	Auto Opener	3,000	3,000	3,000
Security	Panic Button	3,500	3,500	3,500

Div Totals	757,975	773,735	806,860
------------	---------	---------	---------

**17000 Misc. Costs**

Building Permit	EXCLUDED	0	0	0
Architectural	CAD Drawings - As Builts EXCLUDED	0	0	0
Contingency	5%	262,902	270,083	283,681

Div Totals	262,902	270,083	283,681
------------	---------	---------	---------

Sub Total	4,553,369	4,677,737	4,913,256
-----------	-----------	-----------	-----------

General Liability Insurance	45,534	46,777	49,133
Builder's Risk Insurance	9,107	9,355	9,827
Bond	68,301	70,166	73,699
Fee	318,736	327,442	343,928
Tax	262,989	270,172	283,775

TOTAL	5,258,035	5,401,650	5,673,617
-------	-----------	-----------	-----------

## PROJECT STATUS REPORT

**Project Name:** Encanto Park Improvements  
**Project Manager:** Jeff Swan, Swan Architects, Inc.  
**Contract Type:** J.O.C.  
**Report Date:** March 31, 2012  
**Distribution:** Joe Diaz – City of Phoenix  
Walt Kinsler – City of Phoenix  
Rick Weiss – Johnson Carlier  
Matt Woodburn – Johnson Carlier

### MANAGEMENT SUMMARY:

- Construction activities are progressing as planned with no deviations to report. The project budget and schedule remains unchanged. Refer to attached allowance log for balance of contingencies. No safety issues to report.

**SCHEDULE:** Original completion date: June 9, 2014

Deviations	Forecast Days	Impact
<ul style="list-style-type: none"><li>• Repair 18"-diameter concrete irrigation piping at five (5) locations not included in contract</li></ul>	45 days to complete work	Work to be completed concurrently with ongoing activities no change in completion date. Cost forecast not to exceed \$10,000

### PROGRESS AND DEVIATIONS FROM PLANS:

- Main entrance sign design was altered per Team discussions and per attached detail.

**RISK MANAGEMENT:**

	Description	Mitigation	Potential Impact	Action
	None to report			

**FINANCIAL STATUS:** Original contract sum \$1,137,688.53

Pay App No.	Amount Invoiced	Invoiced to Date	Balance
3	\$ 167,813.67	\$ 305,190.77	\$ 632,497.76

**CHANGE ORDER HISTORY:**

No.	Amount	Schedule	Status	Comment
	None to report			

**COMMENTS:**

Quality of work is good. No outstanding issues to report.

**QUESTIONS:** Contact Jeff Swan, Swan Architects, Inc.  
602-264-3083 / [swanarchitects@aol.com](mailto:swanarchitects@aol.com)

# 9. ESTIMATED FEE PROPOSAL

## REQUEST FOR PROPOSAL FOR PROJECT MANAGEMENT SERVICES

### PART III: Estimated Fee Proposal

- A. Submit an Estimated Lump Sum Fee Proposal in the following format:

Swan Architects, Inc. proposes to provide Project Management Services to The Town of Florence on Territory Square  
Scope of Services described in Part II of the Request for Proposal for Project Management Services, for an estimated fixed fee of:

\$ 257,400.00

- B. Provide a breakdown of the Lump Sum Fee Proposal by functions, hours, and costs in the following format:

**1. Pre-Construction Phase:**

<u>Function</u>	<u>Hours</u>	<u>Cost</u>
<u>Evaluate project options</u>	<u>60</u>	<u>6,600.00</u>
<u>Develop a project budget</u>	<u>60</u>	<u>6,600.00</u>
<u>Develop a project delivery strategy</u>	<u>40</u>	<u>4,400.00</u>
<u>Develop a project master schedule</u>	<u>60</u>	<u>6,600.00</u>
<u>Monitor the project master schedule</u>	<u>24</u>	<u>2,640.00</u>
<u>Perform value engineering studies</u>	<u>360</u>	<u>39,600.00 *</u>
<u>Perform cost estimating</u>	<u>48</u>	<u>5,280.00</u>
<u>Perform constructability reviews</u>	<u>200</u>	<u>22,000.00</u>
<u>Provide monthly reports</u>	<u>48</u>	<u>5,280.00</u>
<u>Conduct design coordination meetings</u>	<u>48</u>	<u>5,280.00</u>
<b>Subtotals:</b>	<b><u>948</u></b>	<b><u>104,280.00</u></b>

**2. Design-Building Phase:**

<u>Function</u>	<u>Hours</u>	<u>Cost</u>
<u>Evaluate bids</u>	<u>40</u>	<u>4,400.00</u>
<u>Prepare construction contracts</u>	<u>40</u>	<u>4,400.00</u>
<b>Subtotals:</b>	<b><u>80</u></b>	<b><u>8,800.00</u></b>

\* Refer to subheading "D" at the end of this Section.

**3. Conferences/Construction Phases:**

<u>Function</u>	<u>Hours</u>	<u>Cost</u>
Coordinate utilities	80	8,800.00
Process shop drawings	40	4,400.00
Project coordination	40	4,400.00
Review construction schedules	80	8,800.00
Monitor construction progress	284	31,240.00 *
Control construction quality	40	4,400.00
Maintain construction records	40	4,400.00
Process applications for payment	36	3,960.00
Conduct project meetings	168	18,480.00
Prepare field reports	96	10,560.00
Process change orders	60	6,600.00
Coordinate inspections and testing	40	4,400.00
Recommend construction changes	20	2,200.00
Maintain photographic records	80	8,800.00
Provide monthly reports	48	5,280.00
<b>Subtotals:</b>	<b>1,152</b>	<b>126,720.00</b>

**4. Close-Out Phase:**

<u>Function</u>	<u>Hours</u>	<u>Cost</u>
Develop close-out program	8	880.00
Coordinate systems/equipment testing	24	2,640.00
Process operation manuals/warranties	8	880.00
Coordinate training	16	1,760.00
Coordinate substantial/final inspections	40	4,400.00
Coordinate construction close-out	8	880.00
Submit project documentation	40	4,400.00
Coordinate warranty work	16	1,760.00
<b>Subtotals:</b>	<b>160</b>	<b>17,600.00</b>

**5. Fee Proposal Summary:**

<u>Function</u>	<u>Hours</u>	<u>Cost</u>
Pre-Construction Phase	948	104,280.00
Design-Build Phase	80	8,800.00
Conferences/Construction Phase	1,152	126,720.00
Close-Out Phase	160	17,600.00
<b>Total Fee Proposal:</b>	<b>2,340</b>	<b>257,400.00</b>

\* Refer to Subheading "D" at the end of this Section



- C. Provide a Fee Schedule of hourly rates for additional Services for each function that may be required on the project.

**Project Management Team**

---

Senior Project Manager .....	\$ 110.00
Principal Architect/Historical Architect .....	\$ 110.00
Senior CADD Technician .....	\$ 54.00
Clerical/Administrative .....	\$ 43.00
Principal Civil Engineer .....	\$ 140.00
Civil Planner .....	\$ 115.00
Principal Structural Engineer .....	\$ 155.00
Senior Structural Engineer .....	\$ 115.00
Mechanical Engineer .....	\$ 125.00
Electrical Engineer .....	\$ 125.00
Landscape Architect .....	\$ 105.00

- D. Project Management Fees:

**Cost Savings Ideas**

- Further define project options and scope prior to negotiating a project management fee. Estimated fee was based on an 10 to 12 million dollar budget.
- Perform daily observation with Town representatives and coordinate reports and/or issues with **SWAN** at each weekly or weekly team meeting.
- Simplify Value Engineering process (based on complexity of DB-Team designs) to include Town representatives, contractor, architect, major subcontractors, and project manager. Eliminate need for additional consultants.
- **SWAN** can combine site visits with other projects in area to reduce travel time and expenses.
- Transfer some of the more routine (less critical) coordination tasks to the Design-Builders on-site staff already being compensated for their time.

**Town of Florence  
Bid Tabulation Sheet**

*Maria Hernandez*

Verbal (only allowed when \$5,000 of less)      Date Prepared: May 1, 2014

Written/Fax (mandatory when over \$5,000; attach bids)      Prepared By: Maria Hernandez

Formal Sealed Bid: # N/A    Title: Project Management Services    Opening Date: May 1, 2014    Opening Time 2:00 pm

Item (include quality, brand, model, color)      Project Management Services from qualified and experienced firms or individuals for the construction of a library building, outdoor aquatic complex, recreation programming facility, outdoor fields, and other general government facilities

Vendor name Contact Person Phone/Fax	Payment Terms (Discount?)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1 Hill International 303 Lippincott Centre Marlton NJ 08053 Phone 602-850-2151					\$ 440,000.00	forwarded to Wayne Costa, PW Director
2 Arcadis 410 N. 44th St. Suite 1000 Phoenix AZ 85008 Phone #					\$ 365,780.00	forwarded to Wayne Costa, PW Director 1 original and 6 copies
3 BO Arch 216 E. 6th Street, Suite 518 Tempe AZ 85281 Phone #					\$ 361,900.00	forwarded to Wayne Costa, PW Director 1 original and 6 copies
4 Swan Architects, Inc. 833 N. 5th Avenue Phoenix AZ 85003 Phone #					\$ 257,400.00	forwarded to Wayne Costa, PW Director 1 original , 1 CD, and 6 copies
5 Vanir Construction Management, Inc. 1640 S. Stapley Drive, Suite 245 Mesa AZ 85204 Phone #					\$ 1,007,485.00	forwarded to Wayne Costa, PW Director 1 original , 1 jump drive and 6 copies
6 RLB Rider Levett Bucknall 4343 E. Camelback Rd. Suite 350 Phoenix AZ 85018 Phone #					\$ 318,600.00	forwarded to Wayne Costa, PW Director 1 original and 6 copies

7	Abacus					\$ 502,670.00	forwarded to Wayne Costa, PW Director
	3030 N. Central Avenue, Suite 1207						1 original and 6 copies
	Phoenix AZA 85012						
	Phone 602-265-6870						
	Fax:						
Attach additional page(s), if necessary							
Vendor Selected		Address					
Justification (if not lowest price)							
Department Head Approval				Date			
Finance Director Approval				Date			
Town Manager Approval				Date			
<p>*If over \$10,000, must go to Town Council for approval.          Attach this approved for to purchase request with written quotes, if applicable.</p>							

 **AIA**® Document B142™ – 2004

***Standard Form of Agreement Between Owner and Consultant where the Owner contemplates using the design-build method of project delivery***

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, address and other information)*  
Town of Florence  
775 North Main Street  
P.O. Box 2670 Florence, Arizona 85132

and the Consultant:  
*(Name, address and other information)*  
Swan Architects Inc.  
833 N. 5th Avenue  
Phoenix Arizona 85003

for the following Project:  
*(Name, location and detailed description)*  
Territory Square  
TBD-40 Acres west of the Town Hall  
Florence, Arizona 85132

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

The Owner and Consultant agree as follows:

Init.

AIA Document B142™ – 2004. Copyright © 2004 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 05/15/2014 16:14:45 under the terms of AIA Documents on Demand® Order No. 2008808112, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 RESPONSIBILITIES OF THE PARTIES
- 3 TERMS AND CONDITIONS
- 4 SCOPE OF AGREEMENT
- 5 COMPENSATION

## TABLE OF EXHIBITS

- A INITIAL INFORMATION
- B CONSULTANT'S SERVICES

### ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the information and assumptions contained in Exhibit A of this Agreement.

### ARTICLE 2 RESPONSIBILITIES OF THE PARTIES

§ 2.1 The Owner and the Consultant shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project Team.

#### § 2.2 Owner

§ 2.2.1 The Owner's Designated Representative is authorized to act on the Owner's behalf with respect to the Project.

§ 2.2.2 The Owner shall provide full and timely information regarding requirements for and limitations on the Project and shall render decisions in a timely manner so as to avoid delay in the Consultant's performance of its services.

§ 2.2.3 The Owner shall periodically review and, if appropriate, update the overall budget for the Project, including that portion allocated to the Cost of the Work, and shall promptly notify the Consultant thereof in writing. If the overall budget, or that portion allocated to the Cost of the Work, including any contingencies included therein, is materially increased or decreased, then the Owner and Consultant shall agree upon, as appropriate, corresponding changes in the Project scope, quality and schedule.

§ 2.2.4 The Owner shall furnish the services of consultants other than those designated as being furnished by the Consultant in Exhibit A or shall authorize the Consultant to furnish them as a Change in Services when such services are requested by the Consultant or reasonably required by the scope of the Project.

§ 2.2.5 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any errors, omissions or inconsistencies in the Consultant's services or in the services or information furnished by the Owner.

§ 2.2.6 Services provided by parties retained by the Owner, whether such services are performed directly by such parties or by sub-consultants retained by such parties, shall be performed by qualified professionals licensed as may be required by applicable law to perform such services in the jurisdiction in which the Project is located.

§ 2.2.7 The Owner shall require the Design-Builder to obtain from each of the Design-Builder's design professionals certifications with respect to the documents and services provided by such professionals (a) that, to the best of their knowledge, information and belief, the documents or services to which such certification relates (i) are consistent with the criteria set forth in the Project Criteria documents prepared by the Consultant pursuant to Article B.5 of Exhibit B, except to the extent specifically identified in such certificate, (ii) comply with applicable professional practice standards, and (iii) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the representations and statements contained in such certifications. The Owner shall also include provisions similar to this Section 2.2.7 in the Project Criteria documents.

## § 2.3 Consultant

§ 2.3.1 The Consultant's Designated Representative is authorized to act on the Consultant's behalf with respect to the Project.

§ 2.3.2 The services the Consultant and its sub-consultants shall provide are designated in Exhibit B of this Agreement.

§ 2.3.3 The Consultant shall perform its services in accordance with applicable standards of professional skill and care. When applicable law requires that services be performed by licensed professionals, the Consultant shall provide those services through the performance of qualified persons or entities duly licensed to practice their professions.

§ 2.3.4 The Consultant shall submit for the Owner's approval a schedule for the performance of the Consultant's services which initially shall be consistent with the time periods established in Exhibit A and which shall be adjusted as necessary as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants and, if applicable, for approval of authorities having jurisdiction over the Project. Time limits established by this schedule and any adjustments thereto approved by the Owner shall not, except for reasonable cause, be exceeded by the Consultant or the Owner.

§ 2.3.5 The Consultant shall maintain the confidentiality of information specifically designated by the Owner in writing as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Consultant from establishing a claim or defense in an adjudicatory proceeding. The Consultant shall require similar agreements from its sub-consultants.

§ 2.3.6 Except with the Owner's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Project.

§ 2.3.7 The Consultant shall be entitled to rely on the accuracy, timeliness and completeness of services and information furnished by the Owner. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any errors, omissions or inconsistencies in such services or information.

§ 2.3.8 If the Consultant is to review submittals of the Design-Builder as part of the Consultant's services under this Agreement, then such review by the Consultant shall be for the limited purpose of evaluating conformance with the information given and the design concept expressed in the Design-Build Documents. By undertaking such review, the Consultant does not have or assume responsibility to coordinate design performed or information provided by multiple design professionals engaged by the Design-Builder and/or its trade contractors.

§ 2.3.9 If the Consultant is to review submittals of the Design-Builder as part of the Consultant's services under this Agreement, then the Owner shall require that prior to transmission to the Consultant for the Consultant's review, all final design documents, construction documents, Shop Drawings, Product Data, Samples and other submittals of the Design-Builder or its trade contractors shall first be reviewed and approved in writing by the Design-Builder and its design professionals as conforming to the information given and the design concept expressed in the Design-Build Documents. The Consultant shall be entitled to rely upon such approvals.

§ 2.3.10 Evaluations of the Owner's overall Project budget and budget for the Cost of the Work and preliminary estimates and updated estimates thereof represent the Consultant's professional judgment. It is recognized, however, that neither the Consultant nor the Owner has control over the cost of labor, materials or equipment, over the Design-Builder's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that Design-Build proposals or negotiated prices will not vary from the Owner's overall Project budget or budget for the Cost of the Work or from any evaluation or estimate thereof.

§ 2.3.11 By performing the services under this Agreement the Consultant does not assume any responsibility for the preparation, adequacy, suitability, performance, quality and completeness of the final design, or for the construction of the Work in accordance with the approved final design. The Consultant shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs of the Project.

§ 2.3.12 Services, if any, performed by the Consultant during the construction of the Project are undertaken and performed by the Consultant in the sole interest and for the exclusive benefit of the Owner

§ 2.3.13 The Owner shall include in its agreement with the Design-Builder provisions similar to those set forth in Sections 2.3.8 through 2.3.12.

### ARTICLE 3 TERMS AND CONDITIONS

#### § 3.1 Cost of the Work

§ 3.1.1 The Cost of the Work includes all costs, charges and expenses paid by the Owner to the Design-Builder in connection with the Project, including, but not limited to, the Design-Builder's fee, costs of tests, evaluations and reports required for the execution of the Work, and all fees and expenses of design professionals retained by the Design-Builder. The Cost of the Work shall also include the cost at current market rates of labor and materials to be furnished by the Owner and equipment to be designed, specified, selected or specially provided by parties preparing the construction documents, including the costs of management or supervision of construction or installation thereof, plus a reasonable allowance for overhead and profit. In addition, the Cost of the Work shall include a reasonable allowance for contingencies for market conditions and for changes in the Work.

§ 3.1.2 The Cost of the Work does not include the compensation of the Consultant and the Consultant's sub-consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

#### § 3.2 Instruments of Service

§ 3.2.1 Drawings, specifications, and other documents, including those in electronic form, prepared by the Consultant and its sub-consultants are Instruments of Service for use solely with respect to the Project. The Consultant and its sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 3.2.2 Upon execution of this Agreement, the Consultant grants to the Owner a non-exclusive license to reproduce and use the Consultant's Instruments of Service solely in connection with the Project, including the Project's further development by the Owner and others retained by the Owner for such purposes, including the Design-Builder and the Design-Builder's design professionals, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Subject to the Owner's compliance with such obligations, such license shall extend to those persons or entities retained by the Owner for such purposes. The Consultant shall obtain similar non-exclusive licenses from its sub-consultants consistent with this Agreement. No other license or right shall be deemed granted or implied under this Agreement. The Owner shall not otherwise assign or transfer any license herein to another party without the prior written agreement of the Consultant. Any unauthorized reproduction or use of the Instruments of Service by the Owner or others shall be at the Owner's sole risk and expense and without liability to the Consultant and its sub-consultants.

§ 3.2.3 Prior to any electronic exchange by the parties of the Instruments of Service or any other documents or materials to be provided by one party to the other, the Owner and the Consultant shall agree in writing on the specific conditions governing the format thereof, including any special limitations or licenses not otherwise provided in this Agreement and, if appropriate, on adjustments in the Consultant's compensation and schedule for performance of its services.

§ 3.2.4 Submission or distribution of the Consultant's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in Section 3.2.1.

#### § 3.3 Change in Services

§ 3.3.1 Change in Services of the Consultant, including services required of the Consultant's sub-consultants, may be accomplished after execution of this Agreement without invalidating this Agreement if mutually agreed in writing, if required by circumstances beyond the Consultant's control or if the Consultant's services are affected as described in Section 3.3.2. In the absence of mutual agreement in writing, the Consultant shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Consultant, and the Consultant shall have no obligation to provide those services. Except for a change due to the fault of the Consultant, a Change in Services of the Consultant shall entitle the Consultant to an

adjustment in schedule and in compensation pursuant to Sections 5.2 and 5.3, and to any Reimbursable Expenses described in Section 3.8.2 and Sections 5.4 and 5.5.

§ 3.3.2 If any of the following circumstances affects the Consultant's services for the Project, the Consultant shall be entitled to an appropriate adjustment in the Consultant's schedule and compensation:

- .1 Change in the instructions or approvals given by the Owner that necessitate (1) revisions in Instruments of Service, (2) changes to services previously performed, (3) changes in the manner of preparing Instruments of Service, or (4) changes to the performance of services not yet performed;
- .2 Enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service or services previously performed or which will necessitate changes in the manner of preparation of Instruments of Service not yet prepared or the performance of services not yet performed;
- .3 Decisions or approvals of the Owner not rendered in a timely manner;
- .4 Significant change in the Project, including, but not limited to, size, quality, complexity, the Owner's schedule, overall budget or budget for the Cost of the Work, or procurement method;
- .5 Failure of performance on the part of the Owner or the Owner's consultants, contractors, design-builders or others retained by the Owner;
- .6 Reviewing subsequent submittal(s) from the Owner's consultants, contractors, design-builders or others retained by the Owner due to the previous submittal's failure to conform to the Consultant's requirements;
- .7 Preparation for and attendance at a public meeting or hearing not originally included in the Consultant's scope of services, a dispute resolution proceeding or a legal proceeding except where the Consultant is a party thereto; or
- .8 Change in the information referred to in Article 1.

#### § 3.4 Dispute Resolution

§ 3.4.1 If the parties do not resolve their dispute through mediation pursuant to Section 3.4.2, the method of binding dispute resolution shall be the following:

*(If the parties do not select a method of binding dispute resolution, then the method of binding dispute resolution shall be by litigation in a court of competent jurisdiction.) (Check one.)*

- Arbitration pursuant to Section 3.4.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

#### § 3.4.2 Mediation

§ 3.4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal, equitable or other proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to conclusion of mediation.

§ 3.4.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect at the time of the mediation. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the institution of legal, equitable or other proceedings but, in such event, mediation shall proceed in advance of such proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 3.4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.



### § 3.4.3 Arbitration

§ 3.4.3.1 Claims, disputes and other matters in question between the parties arising out of or related to this Agreement that are not resolved by mediation and which are subject to arbitration pursuant to Section 3.4.1 shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§ 3.4.3.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would have been barred by the applicable statute of limitations.

§ 3.4.3.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner and Consultant and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 3.4.3.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 3.5 Claims for Consequential Damages

The Consultant and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 3.7.

### § 3.6 Miscellaneous Provisions

§ 3.6.1 This Agreement shall be governed by the law of the Project's location, unless otherwise provided in Section 4.2.

§ 3.6.2 Terms not defined in this Agreement shall have the same meaning as those in the edition of AIA Document A141-2004, Agreement Between Owner and Design-Builder, Exhibit A, Terms and Conditions. Modifications to those definitions in the A141-2004 executed by the Owner and Design-Builder shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Consultant.

§ 3.6.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 3.6.4 Unless explicitly provided otherwise in this Agreement, the Consultant and its sub-consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or for the exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 3.6.5 Subject to the confidentiality requirements of Section 2.3.5, the Consultant shall have the right to include in its promotional and professional materials photographic representations of the Project, copies of its Instruments of Service or any other materials prepared by the Consultant in connection with the Project. The Consultant shall be given reasonable access to the completed Project to make such photographic representations. The Owner shall provide professional credit to the Consultant in the Owner's promotional materials for the Project.

§ 3.6.6 The Owner and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations

under this Agreement, and the Consultant shall execute all reasonable consents facilitating such assignment, conditioned upon the Consultant's receipt of all amounts due as provided in this Agreement.

§ 3.6.7 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date when the Consultant's services are substantially completed.

§ 3.6.7 In its contract with the Design-Builder, the Owner shall require the Design-Builder to study carefully and to compare the various documents, materials and other information provided to the Design-Builder by the Owner; to take field measurements of any existing conditions related to the Work; to observe any conditions at the site affecting the Work; and to report promptly in writing to the Owner any errors, omissions or inconsistencies discovered by the Design-Builder.

§ 3.6.8 The Owner shall provide the Consultant with a copy of the executed agreement between the Owner and the Design-Builder.

### § 3.7 Termination or Suspension

§ 3.7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial non-performance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. Prior to suspension or termination of services, the Consultant shall give seven days' written notice to the Owner. The Consultant shall have no liability to the Owner for delay or damage caused to the Owner because of such suspension or termination of services. In the event of suspension of services, and before resuming services, the Consultant shall be paid for all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's compensation and schedule for the remaining services shall be equitably adjusted.

§ 3.7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's compensation and schedule for the remaining services shall be equitably adjusted.

§ 3.7.3 If the Project is suspended or the Consultant's services are suspended for more than 90 cumulative days, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 3.7.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 3.7.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 3.7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all expenses directly attributable to termination for which the Consultant is not otherwise compensated.

### § 3.8 Payments to the Consultant

§ 3.8.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Consultant's statement of services. No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, design-builders or others or on account of the cost of changes to the Work other than those for which the Consultant has been adjudged to be liable.

§ 3.8.2 Reimbursable Expenses are in addition to compensation for the Consultant's services and include expenses incurred by the Consultant and its employees and sub-consultants directly related to the project, as identified in the following sub-sections:

- .1 Transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 Fees paid for securing approval of authorities having jurisdiction over the Project;

Init.

- .3 Reproductions, plots, standard form documents, postage, handling, and delivery of Instruments of Service or other documents or materials;
- .4 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 Renderings, models and mock-ups requested by the Owner;
- .6 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Consultant and its sub-consultants;
- .7 Reimbursable Expenses as designated in Section 5.5; and
- .8 Other similar direct Project-related expenditures.

§ 3.8.3 Records of Reimbursable Expenses, of expenses pertaining to a Change of Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

§ 3.8.4 Direct Personnel Expense is defined as the direct salaries of the Consultant's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

#### ARTICLE 4 SCOPE OF AGREEMENT

§ 4.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. This Agreement is comprised of the documents listed below:

- .1 AIA Document B142–2004, Standard Form of Agreement Between Owner and Consultant.
- .2 Exhibit A: AIA Document B142–2004, Exhibit A, Initial Information, or as follows:  
*(List other documents, if any, delineating initial information and assumptions upon which this Agreement is based and attach to this Agreement as Exhibit A.)*
- .3 Exhibit B: AIA Document B142–2004, Exhibit B, Consultant's Services, or as follows:  
*(List other documents, if any, delineating Consultant's scope of services and attach to this Agreement as Exhibit B.)*
- .4 Other documents, as follows:  
*(List other documents, if any, forming part of the Agreement.)*  
Exhibit "C" - Lump Sum Fee and Hourly Rates  
Exhibit "D" - Project Management Services  
Exhibit "E" - Construction Inspection Services  
Exhibit "F" - Insurance Coverage

§ 4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

**ARTICLE 5 COMPENSATION**

§ 5.1 For the Consultant's services under this Agreement, compensation shall be computed as follows:  
*(Insert amount and/or basis of determining each component of compensation, including, where applicable, rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required.)*  
Consultants Total Fee is included in Exhibit "C".

§ 5.2 For a Change in Services as described in Section 3.3, the Consultant's compensation shall be adjusted as described below or, if no method of adjustment is indicated in this Section 5.2, in an equitable manner.  
*(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)*

By a mutually agreed-upon lump sum or if no agreement per the hourly rates included in Exhibit "C".

§ 5.3 For a Change in Services of the Consultant's sub-consultants, compensation shall be computed as a multiple of ( 1.05 ) times the amounts billed to the Consultant for such services.

§ 5.4 For Reimbursable Expenses as described in Section 3.8.2 and for any other items included in Section 5.5 as Reimbursable Expenses, compensation shall be computed as a multiple of ( 1.0 ) times the expenses incurred by the Consultant and the Consultant's employees and sub-consultants.

§ 5.5 Other Reimbursable Expenses, if any are as follows:  
None, unless mutually agreed-upon prior to providing the service.

§ 5.6 The rates and multiples for services of the Consultant and its sub-consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

§ 5.7 An initial payment of zero dollars (\$0 ) shall be made upon execution of this Agreement and is the minimum payment made under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly and, where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 5.8 Payments are due and payable sixty ( 60 ) days from the date of the Consultant's invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below or, in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Consultant.  
*(Insert rate of interest agreed upon.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws, and other regulations at the Owner's and Consultant's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications and also regarding requirements such as written disclosures or waivers.)*

§ 5.9 If the services covered by this Agreement have not been completed by through no fault of the Consultant, extension of the Consultant's services beyond that time shall be compensated as provided in Section 5.2.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONSULTANT (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)



**AIA**<sup>®</sup>

# Document B142<sup>™</sup> – 2004 Exhibit A

## **Initial Information**

for the following PROJECT:  
*(Name and location or address)*

Territory Square  
TBD-40 Acres west of the Town Hall  
Florence, Arizona 85132

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**THE OWNER:**  
*(Name, legal status and address)*

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

**THE CONSULTANT:**  
*(Name, legal status and address)*

Swan Architects Inc.  
833 N. 5th Avenue  
Phoenix Arizona 85003

The Agreement is based on the following information and assumptions and the Owner and Consultant may reasonably rely upon them in determining the Consultant's compensation. Both parties recognize, however, that such information may change and, in such event, the Owner and Consultant shall negotiate appropriate adjustments in schedule, compensation or changes in services in accordance with Section 3.3 of the Agreement.

*(Note the disposition of the following items by inserting the requested information or a statement such as "not applicable," "unknown at this time" or "to be determined later by mutual agreement.")*

### **ARTICLE A.1 PROJECT PARAMETERS**

§ A.1.1 The objectives and uses are as follows:  
*(Identify or describe, if appropriate, proposed uses or goals.)*

The project consists of the design and construction of one or more buildings that contain space for a library (approximately 12,000 s.f.), parks and recreation activities (approximately 10,000 s.f.), and general administrative offices (approximately 3,000 s.f.). Outdoor improvements include an aquatic center and play fields.

§ A.1.2 The physical parameters are as follows:  
*(Identify or describe, if appropriate, size, location, dimensions or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; etc.)*

The site consists of approximately 40 acres west of the Town Hall.

§ A.1.3 The program for the Project is as follows:  
(Identify documentation or state the manner in which the program will be developed.)

The projects program was initially devised by the Town of Florence. The project management consultant will assist the Town in developing this program into a comprehensive document that clearly delineates the Town's objectives and goals.

§ A.1.4 The legal parameters are as follows:  
(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site, such as zoning and other public regulations governing use of the site; deed restrictions, covenants and other restraints; availability of public and private utilities and services, etc.)

The project site is currently owned by the Town of Florence and will be served by public utilities. We are unaware of any deed restrictions, covenants, and /or restraints on this property.

§ A.1.5 The financial parameters are as follows:

- .1 amount of the Owner's overall budget for the Project, including the Consultant's compensation, as follows:

To be determined by the Town of Florence.

- .2 amount of the Owner's budget for the Cost of the Work, excluding the Consultant's compensation, as follows:

To be determined by the Town of Florence.

- .3 the source(s) of the Owner's financing, and the schedule(s) of its(their) availability is(are):

<b>Source</b>	<b>Schedule of Availability</b>
To be determined by the Town of Florence.	

§ A.1.6 The schedule parameters are as follows:  
(Identify, if appropriate, sequence, milestone dates, durations or fast-track scheduling.)

Not applicable at this time.

§ A.1.7 The Owner's contemplated procurement and delivery method for the Project is as follows:  
(Identify procurement method, such as negotiated or competitively bid, and identify delivery method, such as designer-led design-build, contractor-led design-build, developer-led design-build or single-purpose design-build entity.)

<b>Procurement Method</b>	<b>Delivery Method</b>
Qualifications Based/Fixed Budget/Best Design	Contractor-led Design-Build

§ A.1.8 The insurance parameters are as follows:

*(Identify types and limits of insurance coverage, deductible amounts, and other insurance requirements applicable to the Project.)*

Type of Insurance	Limit of Coverage	Deductible Amounts	Other Requirements
Refer to Exhibit "F"			

§ A.1.9 Other parameters are as follows:

*(Identify special characteristics or needs of the project, such as energy, environmental, historic preservation or Design-Builder insurance requirements.)*

To be determined by the Town of Florence.

#### ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner's Designated Representative is as follows:

*(List name, address and other information.)*

Bryan Hughes, Town of Florence Parks and Recreation Director

§ A.2.2 The persons or entities, if any, in addition to the Owner's Designated Representative, who are required to review the Consultant's services and Instruments of Service are as follows:

*(List name, address and other information.)*

Wayne Costa, Town of Florence Public Works Director

§ A.2.3 The cost consultant to be retained by the Owner is as follows:

*(If the Owner will retain a cost consultant, list name, address and other information.)*

not applicable

§ A.2.4 The Design-Builder to be retained by the Owner is as follows:

*(If known, list name, address and other information.)*

To be determined by the Town of Florence



§ A.2.5 Other consultants, contractors or others to be retained by the Owner are as follows:  
(List disciplines, and, if known, identify them by name and address.)

To be determined by the Town of Florence.

§ A.2.6 The Consultant's Designated Representative is as follows:  
(List name, address and other information.)

Jeffry Allen Swan, AIA  
833 North 5th Avenue  
Phoenix, Arizona 85003

§ A.2.7 The cost sub-consultant, if any, to be retained at the Consultant's expense is as follows:  
(If the Consultant will retain a cost sub-consultant, list name, address and other information.)

not applicable

§ A.2.8 Other sub-consultants to be retained at the Consultant's expense are as follows:  
(List disciplines and, if known, identify them by name and address.)

Civil, Structural, Mechanical, and Electrical engineers.

### ARTICLE A.3 OTHER INITIAL INFORMATION

§ A.3.1 Other initial information is as follows:

(Identify other initial information on which the Agreement is based.)

Agreement also includes information contained in the Request for Proposals for Project Management Services prepared by the Town of Florence and the Statement of Qualifications prepared by Swan Architects Inc. dated May 1, 2014.



**AIA**<sup>®</sup>

# Document B142<sup>™</sup> – 2004 Exhibit B

## **Consultant's Services**

for the following PROJECT:

*(Name and location or address)*

Territory Square

TBD-40 Acres west of the Town Hall

Florence, Arizona 85132

**THE OWNER:**

*(Name, legal status and address)*

Town of Florence

775 North Main Street

P.O. Box 2670 Florence, Arizona 85132

**THE CONSULTANT:**

*(Name, legal status and address)*

Swan Architects Inc.

833 N. 5th Avenue

Phoenix Arizona 85003

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

## **TABLE OF ARTICLES**

- B.1 SCOPE OF SERVICES**
- B.2 PROJECT ADMINISTRATION SERVICES**
- B.3 DATA-GATHERING SERVICES**
- B.4 PROGRAMMING AND PLANNING SERVICES**
- B.5 PROJECT CRITERIA DEVELOPMENT SERVICES**
- B.6 BUDGETING AND COST ESTIMATING SERVICES**
- B.7 DESIGN-BUILD PROCUREMENT SERVICES**
- B.8 CONSULTING SERVICES IN CONNECTION WITH FINAL DESIGN DOCUMENTS PREPARED BY DESIGN-BUILDER**
- B.9 CONSULTING SERVICES IN CONNECTION WITH CONSTRUCTION DOCUMENTS PREPARED BY DESIGN-BUILDER**
- B.10 CONSULTING SERVICES IN CONNECTION WITH THE CONSTRUCTION OF THE PROJECT**
- B.11 POST-CONTRACT COMPLETION**
- B.12 OTHER SERVICES**
- B.13 DESCRIPTION OF SERVICES**

**ARTICLE B.1 SCOPE OF SERVICES**

The Consultant shall provide to the Owner only the services in this Exhibit B that are designated by a check or "X" in the box adjacent to the listed service.

*(Designate the services the Consultant shall provide by placing a check or "X" in the box adjacent to the listed service. If necessary, provide expanded or modified descriptions of the designated services in the space provided or in Article B.13.)*

**ARTICLE B.2 PROJECT ADMINISTRATION SERVICES**

- § B.2.1 **Project Administration.** Manage the Consultant's services and administer the Project to the point of design-build contract award, consult with the Owner during such period, attend Project meetings, communicate with members of the Project Team, and issue progress reports.
- § B.2.2 **Discipline Coordination.** Coordinate the services provided by the Consultant and the Consultant's sub-consultants with those services provided by the Owner and parties retained by the Owner.
- § B.2.3 **Owner-Supplied Data Coordination.** Coordinate information and data provided to the Consultant by the Owner with information and data developed by the Consultant in the performance of its services.
- § B.2.4 **Agency Consultation/Review/Approval.** Assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
- § B.2.5 **Schedule Development/Monitoring.** Prepare and periodically update the Project schedule in accordance with the schedule set forth in Section 2.3.4 of the Agreement which shall identify milestone dates for decisions and approvals required of the Owner, services furnished by the Consultant, completion of documentation provided by the Consultant, design-build proposal and contract award, completion of final design by the Owner's selected Design-Builder, commencement of construction and Substantial Completion of the Work.
- § B.2.6 **Submissions to Owner.** Submit appropriate documentation to the Owner at intervals appropriate to the Consultant's services for purposes of evaluation and approval by the Owner. The Consultant shall be entitled to rely on approvals received from the Owner in the further development of the Consultant's services.
- § B.2.7 **Presentations.** Present the Owner with an explanation of the Project and the progress of the Consultant's services.
- § B.2.8 **Other Administration Services (Identify)**  
Refer to Exhibit "D" - Project Management Services

**ARTICLE B.3 DATA-GATHERING SERVICES**

§ B.3.1 **Data-Gathering Services** are to provide appropriate and sufficient information and a reasonable basis for subsequent programming, planning and Project Criteria development.

- § B.3.2 Unless otherwise defined by the Owner in writing, determine the extent and detail of the data to be gathered by the Consultant.
- § B.3.3 In a timely manner, advise the Owner of any additional data not the responsibility of the Consultant which, in the judgment of the Consultant, is required in connection with the Project.
- § B.3.4 **Preparation of Draft Data Gathering Report.** Prepare and deliver to the Owner, upon completion of data gathering, a written draft Data-Gathering Report identifying data gathered by the Consultant or provided to it by the Owner.
- § B.3.5 **Preparation of Final Data Gathering Report.** Revise the draft Data-Gathering Report in response to the Owner's comments and provide the Owner with such number of copies of the final Data-Gathering Report incorporating such revisions as the Owner requests.

- § B.3.6 Site Investigation
  
- § B.3.7 Site Surveying
  
- § B.3.8 Environmental Studies and Reports
  
- § B.3.9 Geotechnical Studies and Reports
  
- § B.3.10 Existing On-Site Utilities Survey
  
- § B.3.11 Existing Off-Site Utilities Survey
  
- § B.3.12 Existing Facilities Survey
  
- § B.3.13 Identification of Reviewing Agencies/Groups
  
- § B.3.14 Identification of Applicable Regulations
  
- § B.3.15 Marketing Studies
  
- § B.3.16 Economic Feasibility Studies
  
- § B.3.17 Project Financing Studies

- § B.3.18 Other Data-Gathering Services  
Refer to Exhibit "D" - Project Management Services

#### ARTICLE B.4 PROGRAMMING AND PLANNING SERVICES

§ B.4.1 After acceptance by the Owner of the Data-Gathering Report, if any, and based on the mutually agreed-upon schedule and Project cost budget and budget for the Cost of the Work, provide the Programming and Planning Services designated below. The purpose of providing such services is to establish and document requirements of the Project, including, but not limited to design objectives, site planning and design concepts, facility planning and design concepts, approximate gross facility areas and space requirements, space adjacencies, flexibility and expandability requirements, and identification of special equipment and systems.

- § B.4.2 Review of Planning and Programming Requirements. Review planning and programming requirements with the Owner, identify and evaluate alternate concepts, and make recommendations to the Owner of those concepts which in the Consultant's judgment meet the Owner's requirements for the Project.
- § B.4.3 Preparation of Draft Program Document. Prepare and deliver to the Owner a written draft Program Document documenting all programming and planning requirements identified as being the responsibility of the Consultant as set forth below and those, if any, provided to the Consultant by the Owner or others, identified alternate concepts, and those concepts recommended by the Consultant with the reasons therefor.
- § B.4.4 Preparation of Final Program Document. Revise planning and programming requirements in response to the Owner's comments and, based upon the Owner's selected alternative, provide to the Owner such number of copies of the final Program Document incorporating all such revisions as the Owner shall request.
- § B.4.5 Space Adjacencies/Flow Diagrams
- § B.4.6 Site Analysis and Selection
- § B.4.7 Site Development Planning
- § B.4.8 Detailed Site Utilization Studies
- § B.4.9 Off-Site Utility Studies
- § B.4.10 Other Programming and Planning Services  
Refer to Exhibit "D" - Project Management Services

**ARTICLE B.5 PROJECT CRITERIA DEVELOPMENT SERVICES**

- § B.5.1 Preparation of Draft Project Criteria Documents.** After acceptance by the Owner of the Program Document, if any, and based on a mutually agreed-upon program, schedule, and Project cost budget and budget for the Cost of the Work, prepare draft Project Criteria documents describing the detailed Project Criteria for the Project. Project Criteria documents are intended to show or describe the character, scope, relationships, forms, size and appearance of the Project; major materials and systems and, in general, their quality levels, performance standards, requirements or criteria; and major equipment layouts in such detail as necessary to solicit and evaluate either competitive Design-Build bids or negotiated Design-Build proposals. Project Criteria documents may consist of, as appropriate, textual narratives, diagrams, specifications, plans, sections, elevations, equipment layouts, and other drawings, documents and materials, including, but not limited to, models, perspective sketches, electronic modeling or combinations of these media.
- § B.5.2 Preparation of Final Project Criteria Documents.** Revise the draft Project Criteria documents in response to the Owner's comments and provide to the Owner such number of copies of the final Project Criteria documents incorporating all such revisions as the Owner shall request.
- § B.5.3 Revisions to Project Criteria Documents.** Revise the Project Criteria documents to reduce the estimated Project cost and/or the Cost of the Work after receipt of Design-Build proposals or negotiations to within the budget for the Cost of the Work identified in Section A.1.5.
  - .1 Provide not more than ( ) revisions over the duration of the Project.
- § B.5.4 Narrative of Program Requirements/Objectives**
- § B.5.5 Narrative of Design Goals and Objectives**
- § B.5.6 Project Concept Diagrams and Documents**
- § B.5.7 Performance Specifications**
- § B.5.8 Detailed Criteria:**
  - § B.5.8.1 Project Use**
  - § B.5.8.2 Project Space Requirements**
  - § B.5.8.3 Building Systems Requirements**

- § B.5.8.4 Building materials Requirements
  
- § B.5.8.5 Equipment Requirements
  
- § B.5.8.6 Project Schedule
  
- § B.5.8.7 Project Phasing
  
- § B.5.8.8 Project Performance Requirements
  
- § B.5.8.9 Project Expandability Requirements
  
- § B.5.8.10 Project Flexibility Requirements
  
- § B.5.8.11 Energy Requirements
  
- § B.5.8.12 MBE/WBE/DBE/Other Similar Requirements
  
- § B.5.8.13 Architectural Design
  
- § B.5.8.14 Structural Design
  
- § B.5.8.15 Mechanical Design

Init.  
/

- § B.5.8.16 Electrical Design
- § B.5.8.17 Fire Protection Design
- § B.5.8.18 Civil Design
- § B.5.8.19 Landscape Design
- § B.5.8.20 Interior Design
- § B.5.8.21 Code Analysis
- § B.5.8.22 Accessibility Analysis
- § B.5.8.23 Other Detailed Criteria
- § B.5.8.24 Other Project Criteria Development Services  
Refer to Exhibit "D" - Project Management Services

**ARTICLE B.6 BUDGETING AND COST ESTIMATING SERVICES**

§ B.6.1 Budgeting and cost estimating services are intended to provide a basis upon which evaluations of the Project Criteria development to date may be evaluated against the Owner's overall Project budget and budget for the Cost of the Work.

§ B.6.2 The Consultant, when preparing estimates of overall Project cost and of the Cost of the Work, shall include contingencies for design, bidding and/or negotiation, and price escalation.

§ B.6.3 If the design-build contract award has not occurred within 90 days of the date shown on the schedule referred to in Section B.2.5, above, the overall Project budget and the budget for the Cost of the Work shall each be adjusted to reflect changes in the general level or prices in the construction industry.



- § B.6.4 Preliminary Estimate. When Project Criteria requirements have been sufficiently identified, prepare a preliminary estimate of the overall Project cost and the Cost of the Work. This estimate may be based on information provided by the Owner and on current area, volume or similar estimating techniques.
- § B.6.5 Updated Estimate. As the Project Criteria requirements become more clearly articulated, update and refine the preliminary estimate of the overall Project cost and the Cost of the Work.
- § B.6.6 Advise on Adjustments to Previous Estimates. Advise the Owner of any adjustments to previous estimates of overall Project cost or the Cost of the Work indicated by changes or refinements in Project requirements or in general market conditions.
- § B.6.7 Recommendation to Adjust Project Parameters. If estimates of the Project cost or the Cost of the Work exceed the Owner's budgets therefore, make appropriate recommendations to the Owner to adjust the Project's size, quality, budget or other parameters. The Owner shall cooperate in making such adjustments or in authorizing an increase in the Project cost budget and/or the budget for the Cost of the Work, as appropriate.
- § B.6.8 Cost Research/Advice
- § B.6.9 Budget Development Services
- § B.6.10 Cost Plan Development
- § B.6.11 Value Analysis Services
- § B.6.12 Life Cycle Cost Analysis
- § B.6.13 Other Budgeting/Cost Estimating Services  
Refer to Exhibit "D" - Project Management Services

**ARTICLE B.7 DESIGN-BUILD PROCUREMENT SERVICES**

- § B.7.1 Advise on Selection Process/Evaluation Criteria
- § B.7.2 Advise on Contract Type

- § B.7.3 Advise on Contract Form and Conditions
  
- § B.7.4 Identify Proposer Criteria/Qualifications
  
- § B.7.5 Proposer List
  
- § B.7.6 Evaluations of Proposers
  
- § B.7.7 Recommendation of Selected Proposers
  
- § B.7.8 Determination of Proposal Submission Requirements
  
- § B.7.9 Preparation of Request for Proposals
  
- § B.7.10 Reproduction and Distribution of Proposal Documents
  
- § B.7.11 Maintain Distribution/Deposit/Retrieval Log
  
- § B.7.12 Respond to Questions Regarding Project Criteria Intent
  
- § B.7.13 Evaluate Requests for Project Criteria Modifications
  
- § B.7.14 Preparation/Distribution of Addenda

- § B.7.15 Attend Proposers Conference
  
- § B.7.16 Evaluation of Proposals
  
- § B.7.17 Recommendation of Selected Proposal
  
- § B.7.18 Design-Build Contract Award
  
- § B.7.19 Other Design-Build Procurement Services  
Refer to Exhibit "D" - Project Management Services

**ARTICLE B.8 CONSULTING SERVICES IN CONNECTION WITH FINAL DESIGN DOCUMENTS PREPARED BY DESIGN-BUILDER**

- § B.8.1 Respond to Questions. Respond to questions regarding the intent of the Project Criteria documents.
  
- § B.8.2 Review Documents Prepared by Design-Build. Review design documents prepared by the Design-Build for the limited purpose of evaluating conformance with the information given and the design concept expressed in the Design-Build Documents.
  
- § B.8.3 Recommendations for Payment. Recommend to the Owner amounts due the Design-Build on the basis of (1) the payment provisions of the Design-Build Contract, (2) the data comprising the Design-Build's Application for Payment, and (3) an evaluation of the extent, on a percentage basis, of the Design-Build's progress toward completion of the final design documents in accordance with the provisions of the Design-Build Contract. Such recommendation shall not constitute a representation that the Consultant has evaluated the Design-Build's final design documents for their technical accuracy, conformance with applicable codes and regulations, or for any purpose other than as set forth above.
  
- § B.8.4 Advise and Consult with the Owner
  
- § B.8.5 Attend and Participate at Project Meetings
  
- §B.8.6 Other Consulting Services  
Refer to Exhibit "D" - Project Management Services

**ARTICLE B.9 CONSULTING SERVICES IN CONNECTION WITH CONSTRUCTION DOCUMENTS PREPARED BY DESIGN-BUILDER**

- § B.9.1 Respond to Questions. Respond to questions regarding the intent of the Project Criteria documents.
- § B.9.2 Review Documents Prepared by Design-Builder. Review construction documents prepared by the Design-Builder for the limited purpose of evaluating conformance with the information given and the design concept expressed in the Design-Build Documents.
- § B.9.3 Recommendations for Payment. Recommend to the Owner amounts due the Design-Builder based on (1) the payment provisions of the Design-Build Contract, (2) the data comprising the Design-Builder's Application for Payment, and (3) an evaluation of the extent, on a percentage basis, of the Design-Builder's progress toward completion of the construction documents in accordance with the provisions of the Design-Build Contract. Such recommendation shall not constitute a representation that the Consultant has evaluated the Design-Builder's construction documents for their technical accuracy, constructability, conformance with applicable codes and regulations, or for any purpose other than as set forth above.
- § B.9.4 Advise and Consult with the Owner
- § B.9.5 Attend and Participate at Project Meetings
- § B.9.6 Other Consulting Services  
Refer to Exhibit "D" - Project Management Services

**ARTICLE B.10 CONSULTING SERVICES IN CONNECTION WITH THE CONSTRUCTION OF THE PROJECT**

- § B.10.1 Respond to Questions. Respond to questions regarding the intent of the Project Criteria documents.
- § B.10.2 Review Documents Prepared by Design-Builder. Review submittals required by the Design-Build Documents previously reviewed and approved by the Design-Builder, such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of evaluating conformance with the information given and the design concept expressed in the Design-Build Documents.
- § B.10.3 Site Visits for Selected Purposes. Visit the site to review selected issues with the Owner and the Design-Builder, but only for the limited purpose of evaluating conformance of the Work with the Design-Build Documents.
- § B.10.4 Recommendations for Payment. Recommend to the Owner amounts due the Design-Builder on the basis of (1) the payment provisions of the Design-Build Contract, (2) the data comprising making up the Design-Builder's Application for Payment, and (3) an evaluation of the extent that the Work, on a percentage basis, has progressed to the point indicated in accordance with the provisions of the Design-Build Contract. Such recommendation shall not constitute a representation that the Consultant has (1) evaluated the quality of the Work or made exhaustive or continuous inspections to check the quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures. (3) reviewed copies of requisitions received from the Design-Builder's Contractor(s) and material suppliers and other data requested by the Owner to substantiate the Design-Builder's right to payment, or (4) ascertained how or for what purpose the Design-Builder has used money previously paid on account of the Contract Sum.

- § B.10.5 Substantial Completion and Final Completion Inspections.** Conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion. Inspections shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Design-Build Documents and to verify the accuracy and completeness of the list submitted by the Design-Builder of Work to be completed or corrected.
- § B.10.6 Recommendation for Final Payment.** Recommend to the Owner the final amount due the Design-Builder on the basis of (1) the payment provisions of the Design-Build Contract, (2) the data comprising making up the Design-Builder's final Application for Payment, and (3) a final inspection indicating the Work complies with the requirements of the Design-Build Contract. Such recommendation shall not constitute a representation that the party making the recommendation has (1) evaluated the quality of the Work or made exhaustive or continuous inspections to check the quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from the Design-Builder's Contractor(s) and material suppliers and other data requested by the Owner to substantiate the Design-Builder's right to payment, or (4) ascertained how or for what purpose the Design-Builder has used money previously paid on account of the Contract Sum.
- § B.10.7 Advise and Consult with the Owner**
- § B.10.8 Attend and Participate at Project Meetings**
- § B.10.9 Other Consulting Services**  
Refer to Exhibit "D" - Project Management Services

**ARTICLE B.11 POST-CONTRACT COMPLETION**

- § B.11.1 Attend Meetings.** Attend and participate at meetings subsequent to Substantial Completion of the Work.
- § B.11.2 Administer Remedial Work of Design-Builder.** Administer and assist the Owner in coordinating remedial work required of the Design-Builder after Substantial Completion of the Project.
- § B.11.3 Warranty Review Services.** Consult with the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty; inspect selected materials, systems and equipment prior to expiration of the warranty period(s) to ascertain their adequacy of performance; and document defects or deficiencies and assist the Owner in preparing instructions to the Design-Builder for correction of noted defects.
- § B.11.4 Post-Contract Completion Evaluation Services.** One year following Substantial Completion of the Project, conduct a Project evaluation, interview appropriate supervisory, operating and maintenance personnel of the Owner, and analyze operating costs and related cost data for evaluation of (1) the initial Project programming versus actual facility use, (2) functional effectiveness of planned spaces and relationships, and (3) the operational effectiveness of systems and materials installed.
- § B.11.5 Advise and Consult with the Owner**

- § B.11.6 Other Post-Contract Completion Services  
Refer to Exhibit "D" - Project Management Service

**ARTICLE B.12 OTHER SERVICES**

- § B.12.1 Special Studies
- § B.12.2 Tenant-Related Services
- § B.12.3 Project Promotion/Public Relations
- § B.12.4 Leasing Brochures
- § B.12.5 Special Furnishings Design
- § B.12.6 Furniture, Fixtures and Equipment Services
- § B.12.7 Special Disciplines Consultation
- § B.12.8 Special Building Type Consultation
- § B.12.9 Fine Arts and Crafts Consultation
- § B.12.10 Graphic Design Services

- § B.12.11 Renderings
  
- § B.12.12 Model Construction
  
- § B.12.13 Still Photography
  
- § B.12.14 Audio-Video Services
  
- § B.12.15 Computer Animation Services
  
- § B.12.16 Energy Studies
  
- § B.12.17 Quantity Surveys
  
- § B.12.18 Other Services  
Refer to Exhibit "D" - Project Management Services

**ARTICLE B.13 DESCRIPTION OF SERVICES**

*(In the space below, provide expanded or modified descriptions of the services designated above, add other services as space permits, or refer to an attachment to this document.)*

Additional Information regarding the Project Management Services is included in the Statement of Qualifications prepared by Swan Architects Inc. dated May 1, 2014.

**REQUEST FOR PROPOSAL  
FOR  
PROJECT MANAGEMENT SERVICES**

A. Submit an Estimated Lump Sum Fee Proposal in the following format:

Swan Architects, Inc. proposes to provide Project Management Services to The Town of Florence on Territory Square Scope of Services described in Part II of the Request for Proposal for Project Management Services, for an estimated fixed fee of:

270,600.00 — Base Fee
<u>14,080.00 — Owner's Contingency</u>

B. Provide a breakdown of the Lump Sum Fee Proposal by functions, hours, and costs in the following format:

**1. Pre-Construction Phase:**

Function	Hours	Cost
Evaluate project options	60	6,600.00
Develop a project budget	60	6,600.00
Develop a project delivery strategy	40	4,400.00
Develop a project master schedule	60	6,600.00
Monitor the project master schedule	24	2,640.00
Perform value engineering studies	360	39,600.00 *
Perform cost estimating	48	5,280.00
Perform constructability reviews	200	22,000.00
Provide monthly reports	48	5,280.00
Conduct design coordination meetings	48	5,280.00
Subtotals:	<u>948</u>	<u>104,280.00</u>

**2. Design-Building Phase:**

<u>Function</u>	<u>Hours</u>	<u>Cost</u>
Evaluate bids	40	4,400.00
Prepare construction contracts	40	4,400.00
Subtotals:	<u>80</u>	<u>8,800.00</u>

\* Consultants fees included in function:

Civil —	\$ 7,840.00
Structural —	5,680.00
Mech/Elec —	12,733.00

mi Consultants fees included in function:

Mech/Elec —	\$ 4,960.00
-------------	-------------



### 3. Conferences/Construction Phases:

<u>Function</u>	<u>Hours</u>	<u>Cost</u>
<u>Coordinate utilities</u>	<u>80</u>	<u>8,800.00 ●</u>
<u>Process shop drawings</u>	<u>40</u>	<u>4,400.00</u>
<u>Review shop drawings for</u> <u>general compliance</u>	<u>120</u>	<u>13,200.00</u>
<u>Project coordination</u>	<u>40</u>	<u>4,400.00</u>
<u>Review construction schedules</u>	<u>80</u>	<u>8,800.00</u>
<u>Monitor construction progress</u>	<u>284</u>	<u>31,240.00 ●▲</u>
<u>Control construction quality</u>	<u>40</u>	<u>4,400.00</u>
<u>Maintain construction records</u>	<u>40</u>	<u>4,400.00</u>
<u>Process applications for payment</u>	<u>36</u>	<u>3,960.00</u>
<u>Conduct project meetings</u>	<u>168</u>	<u>18,480.00</u>
<u>Prepare field reports</u>	<u>96</u>	<u>10,560.00</u>
<u>Process change orders</u>	<u>60</u>	<u>6,600.00</u>
<u>Coordinate inspections and testing</u>	<u>40</u>	<u>4,400.00</u>
<u>Recommend construction changes</u>	<u>20</u>	<u>2,200.00</u>
<u>Maintain photographic records</u>	<u>80</u>	<u>8,800.00</u>
<u>Provide monthly reports</u>	<u>48</u>	<u>5,280.00</u>
<b>Subtotals:</b>	<b><u>1,272</u></b>	<b><u>139,920.00</u></b>

### 4. Close-Out Phase:

<u>Function</u>	<u>Hours</u>	<u>Cost</u>
<u>Develop close-out program</u>	<u>8</u>	<u>880.00</u>
<u>Coordinate systems/equipment testing</u>	<u>24</u>	<u>2,640.00</u>
<u>Process operation manuals/warranties</u>	<u>8</u>	<u>880.00</u>
<u>Coordinate training</u>	<u>16</u>	<u>1,760.00</u>
<u>Coordinate substantial/final inspections</u>	<u>40</u>	<u>4,400.00</u>
<u>Coordinate construction close-out</u>	<u>8</u>	<u>880.00</u>
<u>Submit project documentation</u>	<u>40</u>	<u>4,400.00</u>
<u>Coordinate warranty work</u>	<u>16</u>	<u>1,760.00</u>
<b>Subtotals:</b>	<b><u>160</u></b>	<b><u>17,600.00</u></b>

### 5. Fee Proposal Summary:

<u>Function</u>	<u>Hours</u>	<u>Cost</u>
<u>Pre-Construction Phase</u>	<u>948</u>	<u>104,280.00</u>
<u>Design-Build Phase</u>	<u>80</u>	<u>8,800.00</u>
<u>Conferences/Construction Phase</u>	<u>1,272</u>	<u>139,920.00</u>
<u>Close-Out Phase</u>	<u>160</u>	<u>17,600.00</u>
<b>Total Fee Proposal:</b>	<b><u>2,460</u></b>	<b><u>270,600.00</u></b>

### 6. Owner's Contingency

**\$ 50,000.00**

● Consultants fees below included in function:

Civil – \$ 5,600.00  
Mech/Elec – \$ 5,240.00

●▲ Architect included 48 site visits in this function.

- C. Provide a Fee Schedule of hourly rates for additional Services for each function that may be required on the project.

**Project Management Team**

---

Senior Project Manager . . . . .	\$ 110.00
Principal Architect/Historical Architect . . . . .	\$ 110.00
Senior CADD Technician . . . . .	\$ 54.00
Clerical/Administrative . . . . .	\$ 43.00
Principal Civil Engineer . . . . .	\$ 140.00
Civil Planner . . . . .	\$ 115.00
Principal Structural Engineer . . . . .	\$ 155.00
Senior Structural Engineer . . . . .	\$ 115.00
Mechanical Engineer . . . . .	\$ 125.00
Electrical Engineer . . . . .	\$ 125.00
Landscape Architect . . . . .	\$ 105.00

## Exhibit “D” – PROJECT MANAGEMENT SERVICES

### A. PRE-CONSTRUCTION PHASE

#### 1. Evaluate Project Options:

SWAN will work closely with Town representatives in evaluating viable options. Each option will be evaluated on the Owner's/Community's initial and future needs, initial and life-cycle costs, schedule practicality, life-cycle maintenance, and risk management.

- ***SWAN will assist the Owner in balancing project scope with user needs and project constraints.***

#### 2. Develop a Project Budget:

SWAN, in consultation with the Town and DB team, will develop a preliminary budget based on cost estimates developed at the beginning of each phase and updated as the scope is defined. The budget will become a fixed baseline after completion of the preliminary design phases.

- ***SWAN will initially prepare a rough-order-of-magnitude budget based on benchmark costs and specific project information to provide an early cost forecast. SWAN will refine the budget through succeeding phases.***

#### 3. Develop Project Delivery Strategy:

SWAN, in consultation with the Town and DB team, will prepare a strategic delivery assessment that takes into account the Owner's goals and priorities, risk, and financial viability.

#### 4. Develop a Project Master Schedule:

SWAN, in consultation with the Town and DB team, will initially estimate dates for each task/phase (based on experience with similar projects) and organize them into an overall master schedule. Once the scope is well-defined the tasks will be broken down into manageable activities and in a logistical sequence.

#### 5. Monitor the Project Master Schedule:

SWAN will monitor and review a four-week look-ahead schedule at each weekly meeting and an overall schedule monthly.

- ***SWAN will immediately address any deviations in the baseline schedule by recommending corrective actions that do not increase project time, costs, or lessen project quality. SWAN will perform risk assessment throughout the planning and design phase to identify circumstances that can occur and have a direct impact on the project schedule and costs. The assessment will be reviewed and updated at each weekly meeting.***

#### 6. Perform Value Engineering Studies:

SWAN will perform two (2) value engineering studies. The first will occur at the beginning of Schematic Design to evaluate major systems and the other at completion of the design to evaluate detailing and finishes. The VE report will include our methodology of analysis, summary of recommendations, and estimated initial and life-cycle costs.

#### 7. Perform Cost Estimating:

SWAN, in conjunction with the DB team and other consultants, will coordinate at least three (3) detailed cost estimates which includes all building and site development work. The estimates will be completed at the Schematic Design phase, Design Development phase, and at the completion of the Construction Documents phase.

8. **Perform Constructability Reviews:**

SWAN recommends performing four (4) reviews as follows:

- 30 percent review – verify that the selected approach to all design concepts and building systems including VE recommendations have been incorporated.
- 60 percent review – make certain that the major design concepts and systems are progressing as planned and that the drawings and specifications are on schedule.
- 90 percent review – perform an extensive review to verify all previous comments have been incorporated, coordination between disciplines has occurred, and that the construction documents are accurately detailed.
- 100 percent review – verify that the 90 percent review comments have been resolved and that the final cost estimates are within the project budget.
- ***SWAN will make certain that the drawings and specifications accurately depict the Owner's intent and that the design can be constructed using methods, materials, and equipment current to the construction industry.***

9. **Provide Monthly Reports:**

SWAN will prepare monthly reports for review by the Town and DB team that reinforces the project is on schedule, within budget, and any other pertinent information applicable to the project success.

10. **Conduct Design Coordination Meetings:**

SWAN will conduct at least two (2) design coordination meetings with the Town, DB team, and other consultants to review progress and design-related issues. Meeting minutes with assigned action items and the party responsible for resolving them will be prepared, distributed, and monitored by SWAN.

**B. DESIGN-BUILD PHASE**

1. **Evaluate Bids:**

SWAN, in consultation with the Town and DB team, will evaluate the bids and recommend the award of contracts.

2. **Prepare Construction Contracts:**

SWAN, in consultation with the Town of Florence, the Town's solicitor, and the Design Builder, will prepare and coordinate the processing of all contract documents.

**C. CONSTRUCTION PHASE**

1. **Conferences/Meetings:**

SWAN, in coordination with the Design-Builder will conduct weekly meetings with utility providers, Town of Florence, and other consultants. Meeting topics will include safety issues, testing, requests for information, submittals, schedules, and fiduciary issues.

- ***SWAN will prepare and distribute meeting minutes that track items requiring timely responses and the person responsible for resolving the issue to ensure the project remains on schedule.***

2. **Maintain Staff:**

SWAN will maintain a qualified consulting staff sufficient to manage the project, conform to scope of services, and insure that work is completed in compliance with the contract documents.

- ***SWAN has organized a project management team that has extensive experience in design, construction administration, and project management of similar public projects.***

3. **Process Shop Drawings:**

SWAN will establish a process and coordinate the procedures for processing and approving shop drawings, product data, samples, and other submittals. The Design-Builder will establish and maintain the submittal log.

- ***SWAN will make sure the Town has received, reviewed, and approves of all submittals. The status of all submittals will be reviewed at the weekly meetings along with their relationship to the schedule and budget.***
- ***SWAN will also review shop drawings, submittals, and samples for general compliance with the contract documents.***

4. **Project Coordination:**

SWAN will administer, manage, and coordinate the activities of the Town and Design-Builder team.

- ***SWAN will closely manage and monitor activities to ensure that project costs and schedules are maintained throughout construction.***

5. **Coordinate Detailed Construction Schedules:**

SWAN will review and monitor weekly a detailed construction schedule highlighting critical milestones. The Design-Builder will update the schedule bi-weekly or as dictated by project circumstances.

- ***SWAN will work closely with the DB team in managing strict conformance with the project schedule.***

6. **Monitor Construction Progress:**

SWAN will closely monitor the construction critical-path activities that impact the overall schedule duration. Any deviation will be addressed immediately with recommendations for corrective actions.

- ***SWAN will observe construction progress weekly ensuring any deviations or concerns are addressed immediately.***

7. **Control Construction Quality:**

SWAN will observe work in progress to ensure conformance with the contract documents. Reports of all observations will be included in the weekly meetings.

- ***SWAN will observe work in progress before and after each weekly meeting to ensure deficient or non-conforming work is corrected before affecting the quality of the overall project. SWAN will be glad to partner with Town representatives who can monitor work daily and alert us of any concerns.***

8. **Maintain Construction Records:**

SWAN will maintain current and orderly records of all construction documents. The documents will be available for review by the Owners and/or Design-Builder at any time.

9. **Process Pay Applications:**

SWAN will review and process the Design-Builder pay applications relative to the approved schedule of values. Pay applications will be processed in a timely manner agreed upon prior to the first request for payment.

- ***SWAN will only authorize payment when the Contractor's progress payment is in full compliance with the contract requirements. Draft pay applications will be reviewed with the Town and DB team at weekly meetings.***

10. **Conduct Project Meetings:**

SWAN will conduct project meetings bi-monthly or as required by the construction progress or intensity of activities. We would prefer to prepare and distribute meeting minutes but will not object if the Town prefers this task to be completed by the Design-Builder.

- ***SWAN will prepare the meeting minutes to ensure an orderly control and flow of information which is imperative to the project's success. SWAN will assign responsibility and demand accountability to resolve issues quickly.***

11. **Prepare and Maintain Field Reports:**

SWAN will prepare and maintain field reports including weather conditions, number of workers, equipment in use, contractor activities, general activities, and special occurrences.

- ***Daily field reports can be completed by Town representatives and coordinated with SWAN at each weekly meeting to realize savings in project management fees.***

12. **Process Change Orders:**

SWAN, in consultation with the Town and Design-Builder will review and process change orders. We will estimate the cost, insure validity, and negotiate the costs of changes with the Design-Builder on the Town's behalf.

- ***SWAN will evaluate each change request and/or dispute to determine whether the Design-Builder should be compensated or assume responsibility for the costs. SWAN will make timely, decisive, and equitable decisions. Additionally, in conjunction with the Design-Builder we will update project documents to reflect the change(s) in the schedule, budget, and documents.***

13. **Coordinate Inspections and Testing:**

SWAN, in consultation with the Town and Design-Builder shall coordinate independent inspections, review inspection and testing reports, and make recommendations to correct non-conforming test results.

- ***SWAN will review testing logs and test results at each weekly meeting to ensure conformance with applicable codes and design requirements.***

14. **Recommend Construction Changes:**

SWAN will observe work in progress and make recommendations for changes in the work to improve quality, save costs, and/or time.

15. **Maintain Photographic Records:**

SWAN will maintain photographs of construction activities and work which will be concealed.

16. **Provide Monthly Reports:**

SWAN will prepare and distribute a monthly report that includes the status of schedule, budget, quality of work, safety, logistics, and other pertinent information.

## **D. CLOSE-OUT PHASE**

### **1. Develop Close-Out Program:**

**SWAN**, in consultation with the Town and the Design-Builder will coordinate the close-out activities in compliance with the contract documents. The required documents will include a close-out schedule, inspections, test results, start-up procedures, equipment manuals, warranty processing procedures, and occupancy permit.

### **2. Coordinate Systems and Equipment Testing:**

**SWAN** will coordinate and attend (as requested) the demonstrations, testing, calibrations, and start-up of all equipment and building systems.

### **3. Process Operation Manuals and Warranties:**

**SWAN** will review the operation and instruction manuals and warranties prior to submitting to the Town of Florence.

### **4. Coordinate Training:**

**SWAN**, in consultation with the Town and Design-Builder team, will coordinate the training of the Town of Florence's personnel on the operation and maintenance of building systems and equipment.

### **5. Coordinate Substantial and Final Inspections:**

**SWAN**, in consultation with the Design-Builder, will schedule and coordinate substantial completion and final inspections. **SWAN** will assist the Design-Builder in the preparation of a list of deficiencies (punch list) and will coordinate the corrective actions.

### **6. Coordinate Construction Close-Out:**

**SWAN** will coordinate close-out activities including the completion of deficiencies, submittal of close-out documents, resolution of change orders, and recommendations for payment of retainage.

### **7. Submit Project Documentation:**

**SWAN** will submit a copy of all project documentation including files, records, drawings, submittals, samples, and other information to the Town of Florence in an organized fashion.

### **8. Coordinate Warranty Work:**

**SWAN** will coordinate with the Town of Florence the warranty work process insure that the Design-Builder team fulfills their obligations in a timely manner.

## **Exhibit “E” – CONSTRUCTION INSPECTION SERVICES**

Construction inspections services may be responsible for, but not limited to, any of the following activities:

1. Monitoring job site safety;
2. Monitoring and documenting the Storm Water Pollution Prevention Plan (SWPPP) best management practices and posted notifications;
3. Attending on-site construction meetings, as requested;
4. Coordinating with Owner facilities and operations when utility outages, noise control, traffic control, or security are required by the work;
5. Coordinating daily observation of construction work for compliance with approved contract drawings, specifications, requests for information, change order proposals, approved submittals, and shop drawings;
6. Reviewing contractor submittals and coordinating Owner comments (including resolving conflicts);
7. Coordinating the issuance of daily observation reports for site and building, noting conditions of non-compliance, with proper references to detailed drawings and specifications sections;
8. Attending early-morning, evening, or after-hours installations requiring Owners representation;
9. Maintaining and organizing on-site specific project documentation as requested by Owner;
10. Reviewing and approving monthly contractor payment application, including survey construction progress to confirm percent completed by trades;
11. Coordinating and monitoring (as requested) material testing, HVAC air testing and balancing, and other systems testing;
12. Monitoring the project commissioning process, including equipment testing, functional performance tests, and building integration of inter-related systems;
13. Monitoring deficiency logs to assure follow-up of retesting and system performance;
14. Assist in resolving construction issues;
15. Documentation of site investigation through photos and reporting;
16. Attending pre-installation meetings between the contractor and Owners, prior to start of roofing, glazing, precast panels, curtain wall, waterproofing, foundations, structural framing, and other systems, as required by specifications;
17. Monitoring punch lists for above ceiling, open wall, and Substantial Completion inspections and confirm completion of deficiencies;
18. Remaining current in codes and regulations applicable to design and construction;
19. Interfacing with, and providing support to Owner’s representatives, Users operations, design professionals, contractors, utilities, and regulatory agencies to assist with resolution of construction phase conflicts;
20. Monitoring project close-out procedures, including Operation and Maintenance manuals, as-builts, punch lists, and warranty walk-through;
21. Assisting the Owner in the one-year warranty process;
22. Performing related duties and fulfilling responsibilities, as presented.



**It is requested that specific construction observers be available who have expertise, as evidenced by appropriate credentials, in the following specialties:**

- Underground utilities and site preparation
- Concrete (structural and flatwork)
- Structural steel
- Heating, ventilation, and air-conditioning (HVAC)
- Electrical and data
- Architectural finishes
- Security
- Audiovisual (AV)
- Information technologies (IT)

### **Project Controls**

Project controls may be responsible for, but not limited to, any of the following activities:

1. Reviewing cost estimates;
2. Reviewing and providing comments on schedules submitted by consultants, contractors, and others for conformance with scheduling requirements and policies, consistency with project/construction plans and phasing, executability, proper resource allocation, and other schedule-related requirements;
3. Validating progress on project schedule;
4. Coordination between project teams regarding schedules;
5. Assisting with budgetary cost estimate preparation;
6. Reviewing and negotiating change orders;
7. Assisting with project budget analysis;
8. Assisting with BIM requirements and review;
9. Performing related duties and fulfilling responsibilities, as presented.

## Exhibit "F" – INSURANCE REQUIREMENTS

### Workers' Compensation:

Coverage A – Statutory Benefits  
Coverage B – Employer's Liability

Bodily Injury by accident	\$ 1,000,000 each accident
Bodily Injury by disease	\$ 1,000,000 policy limit
Bodily Injury by disease	\$ 1,000,000 each employee

### Commercial Auto Coverage:

Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired, and Non-Owned".

### Commercial General Liability:


Each Occurrence Limit	\$ 2,000,000
Personal Injury/Advertising Injury Limit	\$ 2,000,000
Products/Completed Operations Aggregate Limit	\$ 4,000,000
General Aggregate Limit (Other than Products/Completed Operations)	\$ 4,000,000

**Pollution Legal Liability:** \$ 1,000,000 per occurrence (or per claim if claims made)

If the scope of the "Work" involves the delivery, protection, or containment of water in any manner or form whatsoever or the protection from water intrusion, then no "mold", "fungi", "bacteria", or "water intrusion" or similar exclusion may be attached to the Commercial General Liability policy. In the alternative, "mold", "Fungi", "bacteria" may be provided under a separate policy. If coverage is provided on a claims-made basis, a minimum of a five-year extended reporting period shall be provided.

### Other Requirements:

- a) All policies must be written by insurance companies whose rating, in the most recent Best'S Rating Guide, is not less than B+ VII. All coverage forms must be acceptable to Design-Builder
- b) Owner and Design-Builder waive all rights against each other and against Architect/Engineer, for damages caused by fire or other perils covered by Builder's Risk or any other property.

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 13dii.</b>
<b>MEETING DATE:</b> June 2, 2014  <b>DEPARTMENT:</b> Community Development  <b>STAFF PRESENTER:</b> Mark Eckhoff, AICP Community Development Director  <b>SUBJECT:</b> Site Grading Construction Services for Territory Square Phase One Property to Rummel Construction Inc.		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Motion to authorize the Town Manager to negotiate and enter into a contract or contracts with Rummel Construction, Inc., in an amount not to exceed a cumulative total of \$1,032,446, to complete proposed site grading construction services on the Territory Square Phase One property.

**BACKGROUND/DISCUSSION:**

In 2012, Wood, Patel & Associates, Inc., was awarded the engineering contract to accomplish two primary floodplain mitigation objectives for the North End Framework Vision Plan (NEFVP)/Territory Square study area as initially discussed within the Town Council endorsed NEFVP. First of all, Wood, Patel & Associates, Inc., was tasked to complete a FEMA Conditional Letter of Map Revision (CLOMR) for the entire Territory Square site to obtain the support of FEMA and other regulatory agencies for the future site work and development that will occur on the site. The CLOMR was broken into two components so that the subject site could be addressed first and foremost.

Secondly, Wood, Patel & Associates, Inc., was tasked to take the additional effort to remove the subject Town property from the floodplain by completing the work identified and approved through the CLOMR process and obtaining a Letter of Map Revision (LOMR) from FEMA for the subject portion of the Territory Square site. The first result of this effort is to obtain approximately 40 acres of buildable land to the west of Florence Town Hall and north of Heritage Park that can be used to construct new Town facilities and other improvements.

The proposed contracted work consists of substantial earthwork, site grading and related activities on the subject Town property located directly west of Town Hall

in Florence. The site is to be graded per the design of grading plans prepared by Wood, Patel & Associates, Inc. The grading will consist of mass earthwork moving activities to place material excavated from the area adjacent and north of the subject fill site to shape and raise the entire subject site in order for elevations and grading to be verified and certified for the completion of the contracted LOMR efforts on the site. The Request for Proposals (RFP) provided additional details related to the scope of work and numerous technical reports and plans accompanied the RFP.

The contractor will supply a pad certification and a sealed as-built plan set reflecting the final grading in both the excavation and fill areas in order to complete the LOMR package for the subject property.

The schedule on this project is critical and closely tied to concurrent efforts to design and construct municipal facilities on the subject site as described in related RFQs and RFPs posted by the Town. This work is also connected to the Town's efforts to extend Main Street to Highway 79.

### **FINANCIAL IMPACT:**

Per the direction of the Town Manager and Town Council, the Town opened up a RFP for site grading construction services for this project. Eight submittals were received and reviewed in response to the RFP. The project Selection Committee completed the initial scoring process as identified in the RFP and advanced the two top scoring firms to the second evaluation process. Rummel Construction, Inc., had the highest final score. Based on the clearly defined scope of work, interviews were not conducted. As such, Rummel Construction, Inc., is the preferred team we are finalizing negotiations with and will approve a contract or contracts with should there be a favorable motion on this agenda item.

The financial impact of this contract will not exceed a cumulative total of \$1,032,446, an amount that was fairly consistent with seven of the eight proposals; however, staff will look to negotiate the final contracted scope of work and project budget to seek additional cost savings for the Town of Florence.

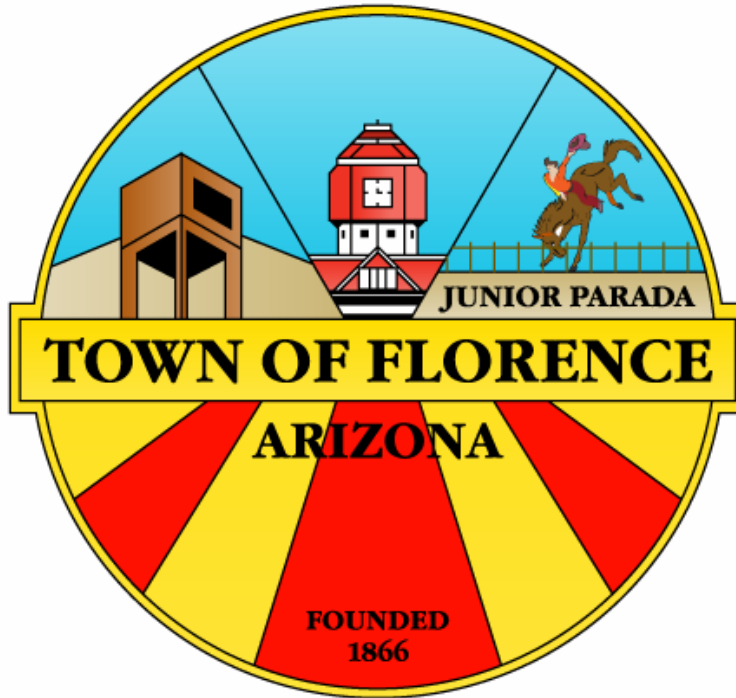
This project was partly funded within the FY 13/14 budget and the remainder considered as part of the overall project budget being discussed for the development of municipal facilities (library, pool, etc.) on the subject site. It is noted that a significant portion of this site will be prepared for additional public or private sector development beyond the currently anticipated municipal facilities, thus preparing the Town for various opportunities that may be presented in future years.

**RECOMMENDATION:**

Motion to authorize the Town Manager to negotiate and enter into a contract or contracts with Rummel Construction, Inc., in an amount not to exceed a cumulative total of \$1,032,446, to complete proposed site grading construction services on the Territory Square Phase One property.

**ATTACHMENTS:**

RFP for Site Grading Construction Services  
40 Acre Parcel Description  
Proposal from Rummel Construction, Inc.



**Request for Proposals**  
**Site Grading Construction Services**  
**Territory Square 40 Acre Site**

**Town of Florence**

**775 N. Main Street**

**P.O. Box 2670**

**Florence, Arizona 85132**

**(520) 868-7540**

**Mark Eckhoff, AICP**

**Community Development Director/Project Manager**

**Public Notice**  
**Town of Florence**  
**Request for Proposals**

The Town of Florence hereby releases this Request for Proposals (RFP) for site grading construction services on a 40 acre site located directly west of Town Hall in Florence, Arizona.

To secure a complete copy of the RFP package, please call (520) 868-7540, pick up the RFP package at Florence Town Hall, 775 North Main Street, Florence Arizona or visit the Town of Florence website at [www.florenceaz.gov/rfp](http://www.florenceaz.gov/rfp).

Persons with disabilities may request a reasonable accommodation, by contacting the 504/ADA Coordinator for the Town of Florence at (520)-868-7554 or (520)-868-7502 (TDD). Please make all requests as early as possible so as to allow time to arrange the accommodation.

The Town of Florence must receive proposals no later than 3:00 p.m. local time, Friday, May 9, 2014. Proposals must be clearly labeled "Town of Florence Territory Square 40 Acre Site Grading RFP". Mail or deliver your completed proposal to the Office of the Town Clerk, Florence Town Hall, 775 North Main Street, P.O. Box 2670, Florence, Arizona, 85132. No faxed or emailed proposals. Failure of the proposer to complete all of the requested information may result in rejection of the proposal.

The Town of Florence is an Affirmative Action/Equal Opportunity Employer.

Publish

Florence Reminder/Blade-Tribune

04/24/14

05/01/14

## **Construction Services**

The Town of Florence hereby releases this Request for Proposals (RFP) for site grading construction services on a 40 acre site located directly west of Town Hall in Florence, AZ 85132.

## **Background**

In 2012, Wood, Patel & Associates, Inc. was awarded the engineering contract to accomplish two primary floodplain mitigation objectives for the study area as described in the supporting construction and additional documents. First of all, to complete a FEMA CLOMR for the entire Territory Square site to obtain the support of FEMA and other regulatory agencies for the future site work and development that will occur on the site.

Secondly, to take the additional effort to remove the subject Town property from the floodplain by completing the work identified and approved through the CLOMR process and obtaining a LOMR from FEMA for the subject portion of the Territory Square site. The result of this effort is to obtain approximately 40 acres of buildable land to the west of Florence Town Hall and north of Heritage Park that can be used to construct new Town facilities and other improvements.

This project will be closely tied to the Town's current efforts to construct new municipal facilities on the subject site per other recent RFQs and RFPs.

## **Government Operations**

Florence is a full-service council-manager form of government with a Mayor, Council and Town Manager that oversee the operations of the following departments: Administration, Courts, Finance, Fire, Library, Parks and Recreation, Community Development, Police and Public Works.

## **Florence Data**

- Incorporated Area: 62 square miles
- Municipal Planning Area: 196 square miles
- Elevation: 1,493 feet above sea level
- Population: 25,536 (2010 Census)
  
- Water: Town of Florence and Johnson Utilities
- Sewer: Town of Florence and Johnson Utilities
- Streets: Town of Florence and Arizona Department of Transportation
- Electric: APS and SRP
- Gas: Southwest Gas
- Sanitation: Town of Florence and Right Away Disposal



## **Project Description/Scope of Work**

The proposed contracted work consists of earthwork and site grading activities on the subject Town property located directly west of Town Hall in Florence. The site is to be graded per the design of grading plans prepared by Wood, Patel & Associate, Inc. and made available to bidders via this RFP. The grading will consist of mass earthwork moving activities to place material excavated from the area adjacent and north of the subject fill site to shape and raise the entire subject site in order for elevations and grading to be verified and certified for the completion of the contracted LOMR efforts on the site.

A geotechnical report has been performed by ALPHA Geotechnical & Materials, Inc. for the Town and Wood, Patel & Associates, Inc. and is included as part of the bid package. The report calls out the soil characteristics and pad requirements. Wood, Patel & Associates, Inc. recommendations shall be followed in placement of the fill material onsite. Since the location of the proposed improvements on the site is currently unknown, the super-pad fill placement compaction requirement is 90% everywhere. If onsite improvement plans are developed with significant certainty for the location of future improvements prior to the super-pad fill placement, additional testing and more stringent fill placement requirements will be considered at the future improvement locations to reduce possible future earthwork rework in these areas. The Town of Florence and/or representatives thereof may perform geotechnical testing and construction observation services during the construction process as needed to confirm work being completed to the requirements of the approved CLOMR and site grading plans.

It is assumed that construction water directly used for this project will be provided the Town of Florence Utilities Department. In the event that construction water is provided by the Town, then the successful contractor will acquire a hydrant meter from the Town and be billed for the usage of the water. The cost of the water can then be billed back to the Town as a contractual reimbursable expense with no added cost factors. A fire hydrant is located near the north end of Main Street with relative proximity to the project site. Any other construction water proposals will be entertained and evaluated by the Town of Florence.

Contractor shall supply a pad certification and a sealed as-built plan set reflecting the final grading in both the excavation and fill areas. Such information will be required to complete the LOMR package for the subject property.

The schedule on this project is critical and closely tied to concurrent efforts to design and construct municipal facilities on the subject site as described in related RFQs and RFPs posted on the Town's webpage.

## **Contract Documents**

The contract documents consist of the executed contract between the Town of Florence (Owner) and the General Contractor.

## **Construction Documents**

- A. Wood, Patel & Associate's grading plans for the subject site (currently "100% Preliminary Not for Construction" set will be replaced by a 100% Plan Set by the time this contract is awarded).
- B. ALPHA Geotechnical & Materials, Inc. reports.
- C. CLOMR documents relative to the subject site.
- D. Parcel boundary information for the subject site.

The above documents are available on the Town's webpage alongside this RFP.

## **Additional Documents**

Contractor will benefit from reviewing the associated RFPs and RFQs pertaining to the subject site, which are posted on the Town's webpage alongside this RFP, as well as the North End Framework Vision Plan and Territory Square Zoning documents, which are available at [www.florenceaz.gov/pz-documents](http://www.florenceaz.gov/pz-documents).

## **Performance**

- A. Conduct work to ensure continuous progress towards completion in compliance with the construction schedule and accordance with provisions of the Owner-Contractor Agreement, General Conditions, Supplemental General Conditions, the Specifications and the Drawings.
- B. Recommend desirable or necessary changes in the work. Inspect to assure conformance with Contract Documents requirements.
- C. Coordinate and arrange soil testing services when required. Maintain reports and records at the project site and make all required submittals to authorities having jurisdiction.
- D. Obtain all required licenses and permits by the Town of Florence and any other requiring authorities having jurisdiction, including Pinal County Dust Control permits.
- E. Coordinate with adjacent property owners and easement holders on the subject property, including San Carlos Irrigation District (SCID).

- F. Coordinate with ongoing work on the subject site, including ongoing floodplain mitigation efforts and the development of the subject site for municipal facilities.
- G. Conform to all local and state procurement and purchasing statutes and policies.

## **Project Schedule**

The project schedule is an integral part of the submittal requirements and contract documents. The Town, however, reserves the right to alter these timelines as necessary in the best interest of the Town and to accommodate scheduling difficulties relating to interviews or Council selection of the Contractor. All times refer to Local Time, as kept by the Town Clerk.

1. **RFP Released:** 04-14-14
2. **Advertisement for Bids:** 04-24-14 and 05-01-14
3. **Pre-submittal questions due:** 05-05-14 at 3:00 p.m.
4. **RFP Closing date and time:** 05-09-14 at 3:00 p.m.
5. **Review Qualifications and develop short list:** To Be Determined (TBD)
6. **Notify short list contractors:** TBD
7. **Interview, if necessary, short-list contractors:** TBD
8. **Notify selected contractor:** TBD
9. **Anticipated Council approval:** TBD

## **Proposal Requirements**

The organization of the proposal is intended to be as brief as possible while addressing the requested components adequately.

### **Submittal:**

One original and seven copies of the proposal must be mailed or delivered by the date, time and location identified in the RFP. Submittals preferably should not exceed fifteen 8.5" X 11.0" pages (minimum 12 pt. size font) or graphics. Submittals may be double sided, with each side counting as a single page.

Also please submit one PDF electronic version of the proposal on a CD, USB or disk.

## **Content:**

The proposal must include each of the following sections and information. They are not listed here in order of importance, but every effort should be made to maintain the same order in the proposals to facilitate comparisons.

- 1. Cover Letter:** List the firm name, contact name(s) and titles of the lead contractor/construction manager (hereafter referred to as the Project Manager). Provide addresses, telephone numbers, fax numbers and e-mail addresses for the Project Manager. The cover letter shall also identify the firm and firm representative, preferably the Project Manager that has the authority to negotiate and contractually bind the firm.
- 2. Member Roles and Capabilities:** List members of the firm/team selected for this project. The Project Manager and key task managers that will be directly and regularly working on this project must be identified, as well as any consultants or sub-consultants. Briefly describe the directly related project experience of the Project Manager and team members. Include information that describes the role of the team members, related project experience, e.g., year project was prepared, budget and project duration.
- 3. Licensing:** List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable. Applicants must be current and have been for at least one year prior, a registered contractor in the State of Arizona.
- 4. Management Plan:** Provide a diagram, outline and/or organizational chart for the teams proposed management strategy outlining accountability, oversights, general team member or consultant responsibilities and points of contacts.
- 5. Key Issues:** Please identify key issues of the proposed project and how your proposed scope of work will resolve these issues in a comprehensive manner.
- 6. Timeline:** As part of your proposal a timeline schedule for the project shall be provided.
- 7. Experience/References:** Provide a list of similar projects completed by the Project Manager and other lead members of the proposed project team within the last five years. Current contact information should be provided for each project listed. Provide a minimum of three samples of the aforementioned work and include photos or images and a brief description of each sample. Include resumes for the Project Manager and other lead members of the proposed project team. Also, include the current number of projects that these individuals are managing or will be managing in addition to this project at any given time.

Claims and suits. (If the answer to any of the questions below is yes please attach details):

Within the last five years, has your organization ever failed to complete any work awarded to it?

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete any contract? (If the answer is yes, please attach details including date, contracting agency and reason for failure).

**8. Approach/Uniqueness:** Provide a general response on your project approach and what you believe might distinguish your firm and project team from others that may respond to this RFP.

**9. Preliminary Project Budget:** Provide a budget for all major tasks, at a minimum for the tasks listed in the scope of work outlined below. Expanded budgets are allowed and encouraged. A subtotal of all labor expended per task of the scope of work shall also be provided. Please also include a summary breakdown for all anticipated reimbursable expenses. Also provide line items for contingencies.

This budget is to show the Selection Committee that the proposed team has an understanding of project budgets and projects of this scope, as well as to help develop a final budget for the project. The final contract will include the final negotiated project budget.

**10. Scope of Work:** Include your specific Scope of Work based on the Scope of Work outlined within this RFP. Include and clarify all base components and optional services. Note whether optional services are available within the proposed team, or would be performed through additional consultants. It is essential that the specific Scope of Work addressed in your proposal satisfies the Scope of Work outlined in this RFP. Failure to comply with these requirements may diminish the scoring of your proposal. Your proposal should clearly indicate a full understanding of how the project is implemented and completed in a timely manner. Each short listed firm/team is highly encouraged to critically review this scope and refine/augment as necessary. All deviations from the Town's defined Scope of Work shall be summarized in the proposals and deviations should only occur where they are in the best interest of the Town, fiscally sound and contribute towards the successful and timely completion of the project.

## 11. Insurance and Bonds:

### Insurance

#### Employer's Liability

\$500,000-\$1,000,000

#### General Liability

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$2,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
e. Excess or Umbrella Liability	
1.) General Aggregate per job	\$3,000,000
per policy year	\$5,000,000
2.) Each Occurrence per job	\$3,000,000
per policy year	\$5,000,000

#### Automobile Liability

a. Bodily Injury:	
Each Person	\$1,000,000
Each Accident	\$1,000,000
b. Property Damage:	
Each Accident	\$1,000,000
c. Combined Single Limit of	\$1,000,000

#### Contractual Liability

a. Bodily Injury:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
b. Property Damage:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000

#### Workman's Compensation

a. Bodily Injury by Accident	each accident	\$1,000,000
b. Bodily Injury by Disease	each employee	\$1,000,000
c. Bodily Injury by Disease	policy limit	\$1,000,000

The Town of Florence requires that a certificate of Liability and Workman's Compensation Insurance be provided with limits of liability and the Town of Florence named as additional insured.

### Bond

The successful firm shall be required to furnish bonds in the full penal sum of the Contract Price covering faithful performance of the Contract and payment obligations arising thereunder. Such bonds shall be furnished pursuant to the Contract Documents on the date of execution of the Contract.

## Evaluation and Selection

Representatives of the Town of Florence (the "Selection Committee") will read, review and evaluate the submittals independently based on the evaluation criteria. A point formula system will be used to evaluate the submittals. A "short list" will be constructed based on the ranking of the initial evaluations. No more than the top three scoring firms may be asked to interview with the Selection Committee, but only if the Town deems interviews are necessary. Upon completion of the selection process and the identification of the best qualified team, the Town shall enter into negotiations with the selected team and execute a contract following completion of negotiation of fees and any contract terms for Council consideration. Generally, the form of contract shall be one prescribed by the Town. If the Town is unable to promptly and successfully negotiate a contract with the best-qualified team, the Town may then negotiate with the second or third most qualified until a contract is reached or may terminate the selection process.

The location, date and times of interviews, if any, shall be determined at a later date.

### **The following factors will be used in the initial evaluation process:**

#### **1. Reputation, quality and experience as a contractor. (35 points possible).**

How substantial is the Project Manager and project team's recent experience in projects of comparable size and complexity?

Is the Project Manager and project team knowledgeable in regards to the requirements for a construction management of municipal facilities (i.e., contractors, State, Town and county codes, etc.)?

How substantial is the Project Manager and project team's recent experience in providing construction services for projects of comparable size and complexity?

Has the Project Manager and project team worked for the Town in the past? If so, when and in what capacity? Was the work satisfactory to the Town? Was that work finished within budget and on time?

#### **2. Meets the Town's Need (25 points possible).**

Does the Project Manager and project team appear to have the capability to meet the Town's needs?

Does the description provided by the proposer of its services appear to be adequate for this project?

Does the proposer appear to have the capability to meet the Town's schedule and objectives?

#### **3. Personnel (15 points possible).**

Do the proposed personnel appear to have the appropriate experience and capabilities to perform the project?

**4. Approach to Project Management (15 points possible).**

Does the Project Manager address their approach to project management in regards to quality assurance, cost control and plan for implementation?

**5. Overall Qualifications (10 points possible).**

Did the Project Manager and project team respond to all RFP directions and are the materials organized?

After completion of the initial evaluation process, the Town will select no more than the top three candidates for further reviews by the Selection Committee, which may include interviews. The following factors will be used to score the secondary evaluation process:

- 1. Project scheduling (30 points possible).**
- 2. Project Budget (30 points possible).**
- 3. References (10 points possible).**
- 4. Knowledge of Site and Local Conditions (10 points possible).**
- 5. Proposed Project staff (10 points possible).**
- 6. Overall Approach and Methodology (10 points possible).**

## **Budget**

Total cost of this project is to be determined and is an important factor on this project. The budget could dictate negotiated scope modifications, including additives or options, and/or the potential phasing of improvements.

## **Compensation and Invoice Requirements**

Progress payments will be made upon submittal of a monthly invoice, following satisfactory review of progress by the Project Manager to Town of Florence, P.O. Box 2670, Florence, AZ 85132. Monthly billings shall include a spreadsheet listing the number of staff hours and hours expended on each task. Fifteen percent of the consultant's monthly billing will be withheld pending official acceptance of the final product by the Town of Florence. The invoice must contain the project name, as indicted on the Preliminary Scope of Work.



## Deadlines

All questions should be submitted to Mark Eckhoff by email to [mark.eckhoff@florenceaz.gov](mailto:mark.eckhoff@florenceaz.gov) before **Monday May 5, 2014 by 3:00 P.M.**, to ensure major issues are resolved and an RFP addendum provided, as applicable.

The Town of Florence must receive proposals no later than **3:00 p.m. local time, Friday, May 9, 2014**. Proposals must be clearly labeled "Town of Florence Territory Square 40 Acre Site Grading RFP". Mail or deliver your completed proposal to the Office of the Town Clerk, Florence Town Hall, 775 North Main Street, P.O. Box 2670, Florence, Arizona, 85132. No faxed or emailed proposals. Failure of the proposer to complete all of the requested information may result in rejection of the proposal. Proposals that are received after the deadline will not be considered. Submitters must ensure delivery (not postmarking) by the date and time indicated above.

The Town of Florence reserves the sole right to evaluate the proposals submitted, waive any irregularity, evaluate and select any preferred firm/team, and or reject any and all proposals. The Town may contact the identified Primary Contact from each firm/team during its review of proposals for additional clarification/information.

The proposer is entirely responsible for all costs associated with the preparation of this proposal. The Town will not reimburse the selected firm/team for any work performed relative to the Scope of Work prior to the execution of a contract and a notice to proceed letter is received by the selected firm/team.

The Town of Florence is an Affirmative Action/Equal Opportunity Employer. Persons with disabilities requesting reasonable accommodations may contact the Town of Florence ADA Coordinator at (520)-868-7554 or (520)-868-7502 (TDD) at least 72 hours in advance.

## Reservation Rights

The Town of Florence reserves the right to reject or accept any and all proposals received.

## Protest Procedure

Bid protests shall be submitted in writing to: Town Manager, Florence Town Hall, 775 North Main Street, P.O. Box 2670, Florence, Arizona 85132, phone (520) 868-7500 or (520) 868-7502 (TDD Relay) within 72 hours of notification award, Protests must contain at a minimum, the name, address, and telephone number of the protester; the signature of the protester or its representative and evidence of the authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within three business days of receipt, and after consultation with legal counsel, the Town will respond to the protest.

## **Exhibits**

Please reference Construction and Additional Documents noted within this RFP.

**Wood, Patel & Associates, Inc.**  
(602) 335-8500  
www.woodpatel.com

February 20, 2014  
WP #123940  
Page 1 of 2  
See Exhibit "A"

**PARCEL DESCRIPTION**  
**Territory Square**  
**Phase 1**

The southeast quarter of the northeast quarter of Section 35, Township 4 South, Range 9 East, of the Gila and Salt River Meridian, Pinal County, Arizona.

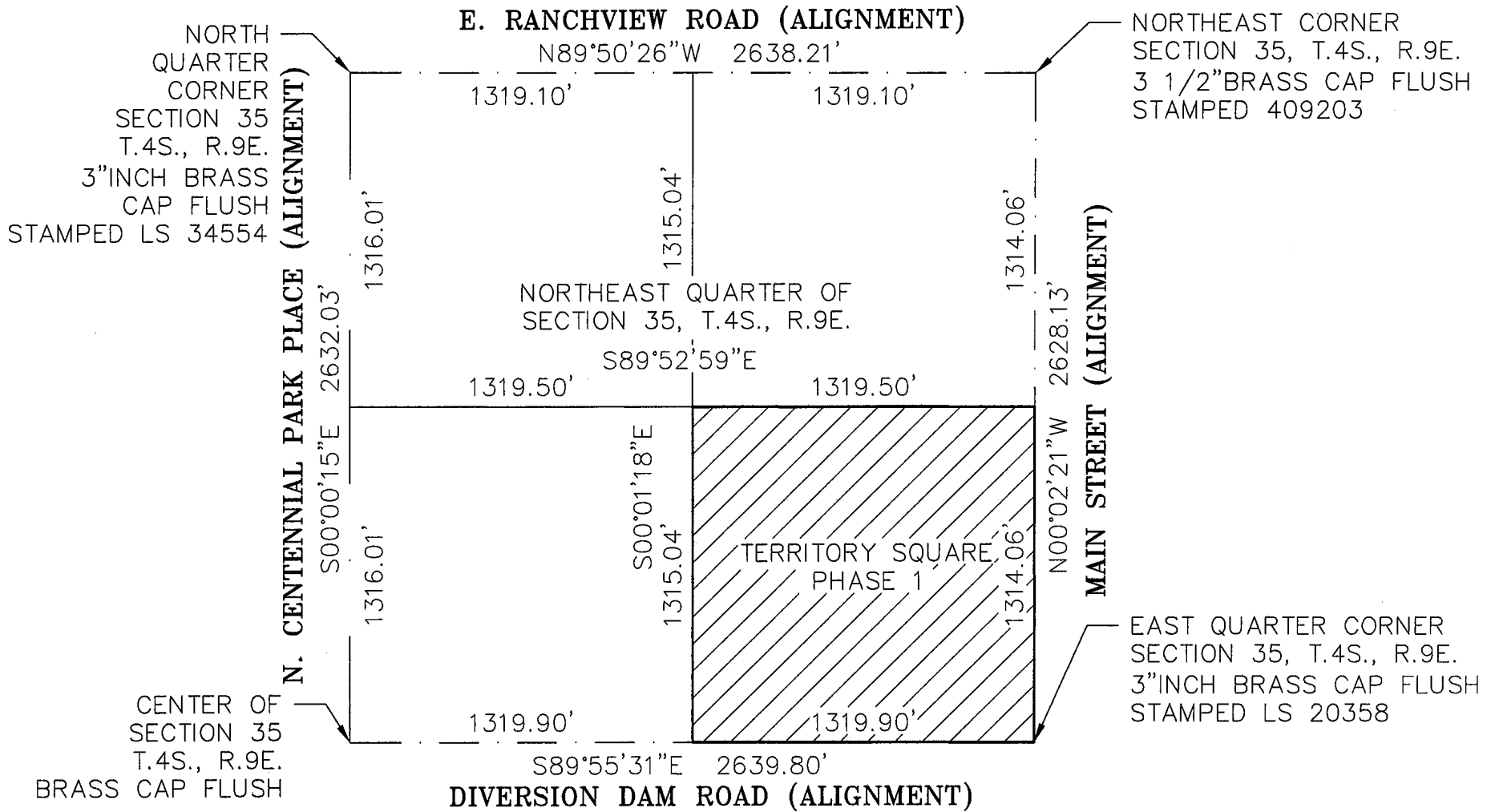
Containing 39.8258 acres, or 1,734,810 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is located within an area surveyed by Wood, Patel and Associates, Inc. during the month of August, 2013. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2012 Parcel Descriptions\123940 Territory Square Phase 1 L01 02-20-14.doc





**WOOD/PATEL**  
 2051 West Northern  
 Phoenix, AZ 85021  
 Phone: (602) 335-8500  
 Fax: (602) 335-8580  
 PHOENIX • MESA • TUCSON

REGISTERED LAND SURVEYOR  
 CERTIFICATE NO. 27239  
 THOMAS R. GETTINGS  
 Date Signed 2-20-14  
 ARIZONA U.S.A.  
*Thomas R. Gettings*  
 EXPIRES 06-30-14



**EXHIBIT "A"**

TERRITORY SQUARE  
 PHASE 1  
 02/20/14  
 WP#123940  
 PAGE 2 OF 2  
 NOT TO SCALE

T: \2012\123940\LEGAL\3940L01.DWG

**PROPOSAL FOR: Town of Florence Territory Square  
40 Acre Site Grading RFP**



SUBMITTED TO:  
Town of Florence  
775 N. Main / P.O. Box 2670  
Florence AZ 85132  
Tel: (520)868-7540  
[www.florenceaz.gov](http://www.florenceaz.gov)



SUBMITTED BY:  
Rummel Construction, Inc.  
7520 East Adobe Dr  
Scottsdale AZ 85255  
Tel: (480)222-9922  
[www.rummelconstruction.com](http://www.rummelconstruction.com)



# Rummel Construction, Inc.

General Engineering Contractor

AZ Lic. #ROC114845 & ROC114846 B-04 NM Lic. #351651 NV Lic. #0069890 UT Lic. #6963077-5551

May 9, 2014

Mr. Mark Eckhoff, AICP  
Town of Florence  
775 N. Main Street / P.O. Box 2670  
Florence, Arizona 85132

**RE: Town Of Florence Territory Square 40 Acre Site Grading RFP**

Dear Mr. Eckhoff & Members of the Selection Committee:

On Behalf of Rummel Construction, Inc. (RUMCO), I would like to personally thank you for the opportunity to submit the following proposal. The Site Grading Construction Services required for the Territory Square 40 Acre Site project are an excellent fit for RUMCO's core competencies.

The Project Manager selected to lead the Territory Square project team is Mr. Buddy Blattner. Buddy has been an integral member of RUMCO's management team for over 10 years and brings with him 16 years of relevant construction project management experience. All contact information for Buddy is included below and he has full authority to negotiate and contractually bind RUMCO for this project.

We have organized this proposal to be as brief as possible while addressing the requested components adequately. Should any further information be required to supplement that which has been included, please do not hesitate to contact Buddy for a prompt and thorough response.

Thank you again for the opportunity and we look forward to partnering with the Town of Florence on this project soon.

Sincerely,

Rummel Construction  
Rod Rummel, President

**PROJECT MANAGER CONTACT INFORMATION:**

Mr. Buddy Blattner  
7520 E. Adobe Drive, Scottsdale AZ 85255  
T (602)695-9891 F (480) 222-9923  
[bblattner@rummelconstruction.com](mailto:bblattner@rummelconstruction.com)

## TABLE OF CONTENTS:

A. Introduction	1
B. Member Roles and Capabilities	1
C. Licensing	1
D. Management Plan	2
E. Key Issues	3
F. Timeline	4
G. Experience / References	4
H. Approach / Uniqueness	7
I. Preliminary Project Budget	8
J. Scope of Work	9
K. Insurance and Bonds	11
L. Conclusion	12
M. Appendix	12



***Quality, Service, Innovation, Teamwork and Attitude***

## A. INTRODUCTION

Rummel Construction, Inc. (RUMCO) has been providing general civil construction services to the Southwest since 1996. We are dedicated to delivering safe, innovative solutions to our clients by means of our experienced and committed management team. RUMCO goes above and beyond expectations to cultivate a loyal, reliable partnership with its clients.



RUMCO was founded on a strong set of core values and employs a team of over 350 outstanding individuals who have the knowledge, integrity, and experience to not only deliver successful projects, but form long lasting partnerships with our clients.

## B. MEMBER ROLES AND CAPABILITIES

The team selected for the Territory Square project will be led by Project Manager Buddy Blattner. Buddy has been an integral member of RUMCO's management team for over 10 years and brings with him 18 years of relevant construction project management experience. Buddy possesses a B.S. degree in Civil Engineering and maintains extensive industry-relevant training certifications such as OSHA 10, MSHA, ECC, First Aid, and many more. Full



authority to negotiate and contractually bind RUMCO for the purposes of the Territory Square project has been granted to Buddy by RUMCO principals.

Project Manager Buddy Blattner will be supported by Project Engineer Matt Mallia. Matt has been a flourishing member of the RUMCO team for 9 years. He possesses a B.S. degree in Construction Management and maintains many similar industry-relevant training certifications.



In addition to the Project Management and Project Engineering oversight afforded by Buddy and Matt, one of RUMCO's professional safety officers will aid the team to ensure safe project delivery is given top priority. The Territory Square project will also be staffed full-time with one of RUMCO's dedicated, field-proven Superintendants who will oversee day-to-day production, equipment and personnel needs.

A complete description of directly related project experience of the team members including project role, date, budget and duration is provided in section G 'Experience / References' of this proposal. Additionally, complete resumes for Project Manager Buddy Blattner and Project Engineer Matt Mallia are provided in section M 'Appendix'.

## C. LICENSING

RUMCO is legally organized as an Arizona 'S' corporation and maintains an appropriate State of Arizona contractor license and Town of Florence business license. All licenses are current and have been in place for greater than one year; registration numbers are provided below.

LICENSE INFORMATION *		
AUTHORITY	TYPE	NUMBER
Arizona Registrar of Contractors	General Engineering	114845-A
Town of Florence	Business License	1409

*\*Numerous additional trade and jurisdictional licenses are maintained and will be provided upon request.*





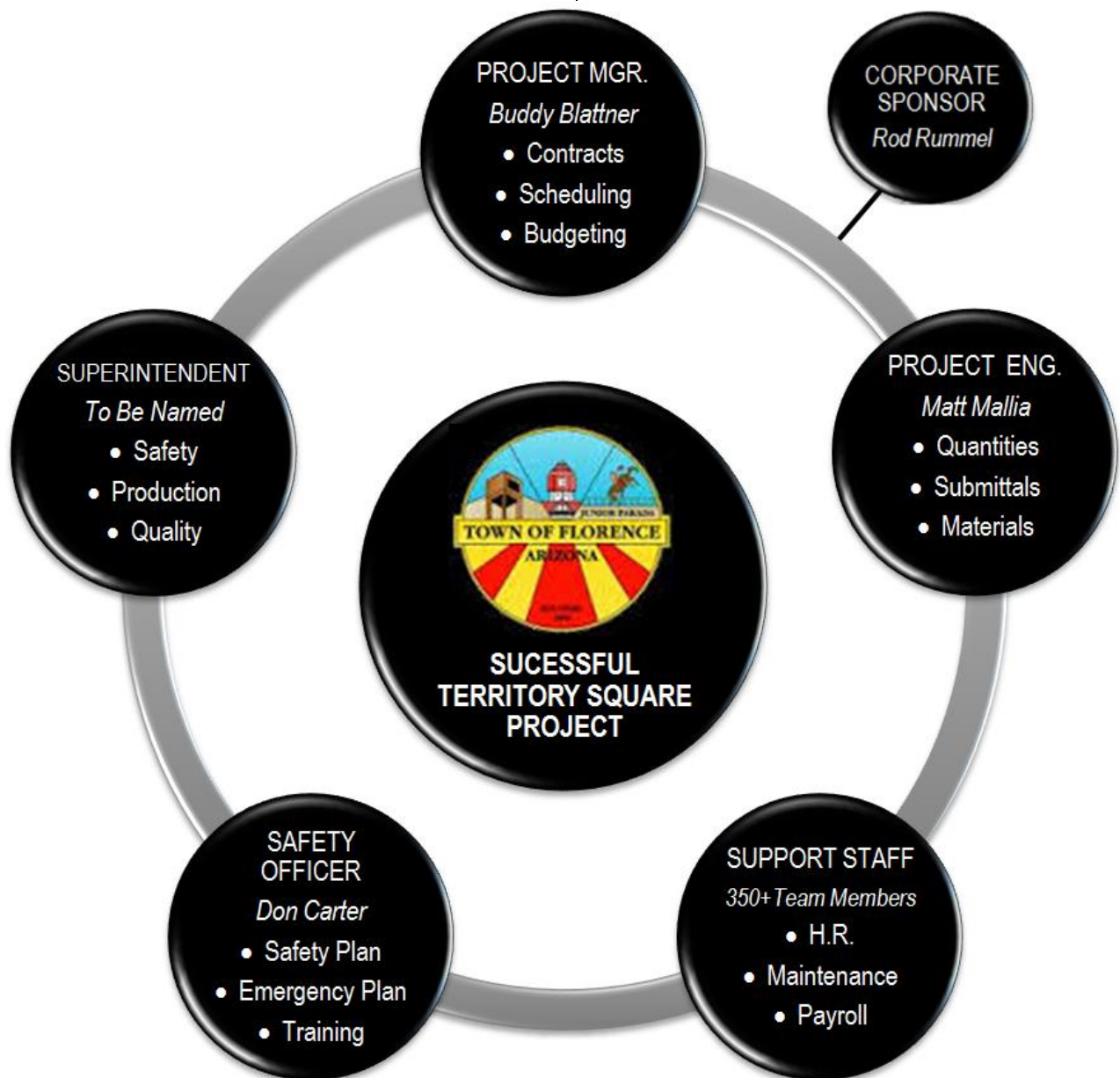
## D. MANAGEMENT PLAN

RUMCO's management plan is rooted in a team philosophy; we maintain a culture that encourages collaboration and ensures that each team member has open access to the vast resources that the company has available for them.

The Territory Square project will have its key team members assigned throughout the life of the project to ensure there is a smooth transition through the proposal, preconstruction, construction and close-out phases of the project. Project Manager Buddy Blattner and Project Engineer Matt Mallia have already taken a leadership role in the initial

evaluation of the Territory Square project that RUMCO performed; they retained early buy-in and share a mutual consensus that the project is an ideal fit for RUMCO. Rod Rummel will serve as RUMCO's corporate sponsor and will be immediately available should any issues arise that require escalation beyond the assigned project team.

The subsequent diagram outlines the general responsibilities and points of contact for the key members of the Territory Square management team; its radial nature is in keeping with our core management plan theme of teamwork and emphasizes the use of partnering, task meetings, action item lists and total communication to achieve the common goal of a successful project:



## E. KEY ISSUES

As with all projects that RUMCO undertakes, the Territory Square project will be built on a strong foundation of 3 mainstays:



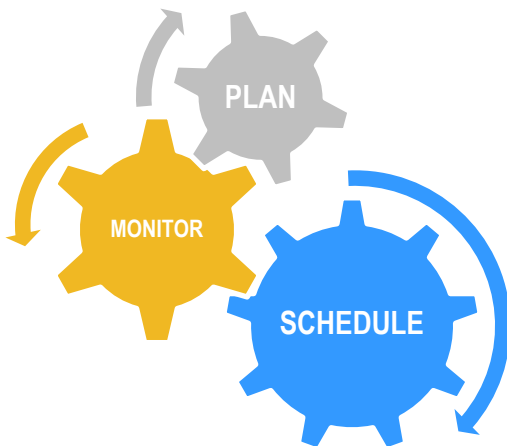
### **SAFETY, QUALITY, COST CONTROL**

Specific to the scope of work involved in the Territory Square project, RUMCO has identified 3 key issues and developed a comprehensive plan to resolve them.

#### **ISSUE: CRITICAL SCHEDULE**

RUMCO absolutely understands that schedule on the Territory Square project is critical as it is closely tied to concurrent efforts to design and construct municipal facilities on the site. Work identified and approved through the CLOMR process must be efficiently completed to obtain the LOMR from FEMA, obtain 40 acres of buildable land and move forward with the directly related subsequent activities.

#### **RESOLUTION: SYSTEMATIC PROJECT MANAGEMENT**

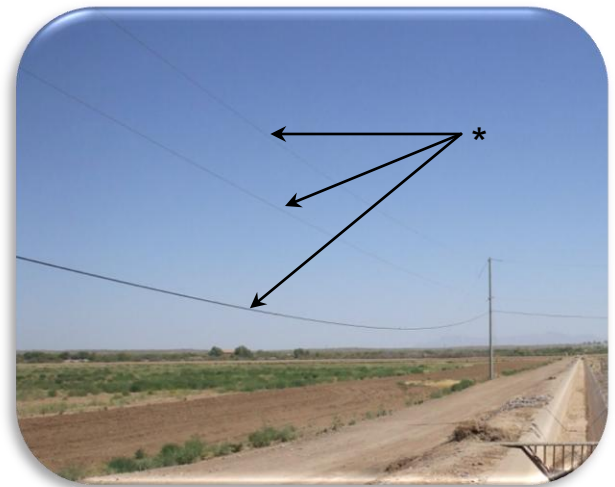


RUMCO will utilize its extensive experience and thorough understanding of the earthmoving process to systematically and continuously plan, schedule and monitor. We are confident in our capacity to meet the aggressive 65-day project schedule we have assembled and included in section M 'Appendix'. RUMCO will take full advantage of technology by employing HCSS HeavyBid™ and

HeavyJob™ software that tracks actual schedule progress against original estimates and identifies resources required for schedule recovery if target productions are not being met. Our vast in-house equipment fleet, including 38 Caterpillar® scrapers, and deep cross-section of skilled personnel afford us a distinct capacity to act quickly and adapt to changes without reliance on outside entities.

#### **ISSUE: OVERHEAD UTILITY LINE CONFLICTS**

At the southeast corner of the proposed site there is a joint-use steel utility pole with guy wire shoring extending in two directions; the pole supports APS 12,470 volt feeder primary electrical distribution lines and Century Link communication lines.



In its current state, the lines running north-south are too low to maintain the minimum required approach distance with the heavy equipment that is necessary to perform the mass grading efficiently. Additionally, the guy wires supporting the pole extend into the proposed fill area and it is not safe or permissible to bury guy wire support hardware.

#### **RESOLUTION: PARTNER WITH UTILITY OWNERS**

RUMCO has ample experience coordinating work with utility owners. We have already made contact with APS and Century Link for the purposes of line identification and options for hazard mitigation. To avert the line height conflict, options include raising the lines on the existing poles, installing taller poles, installing additional poles to reduce span sag, converting to underground and more. To avert the guy wire conflict, options include shifting the designed toe of slope to the west and north in the

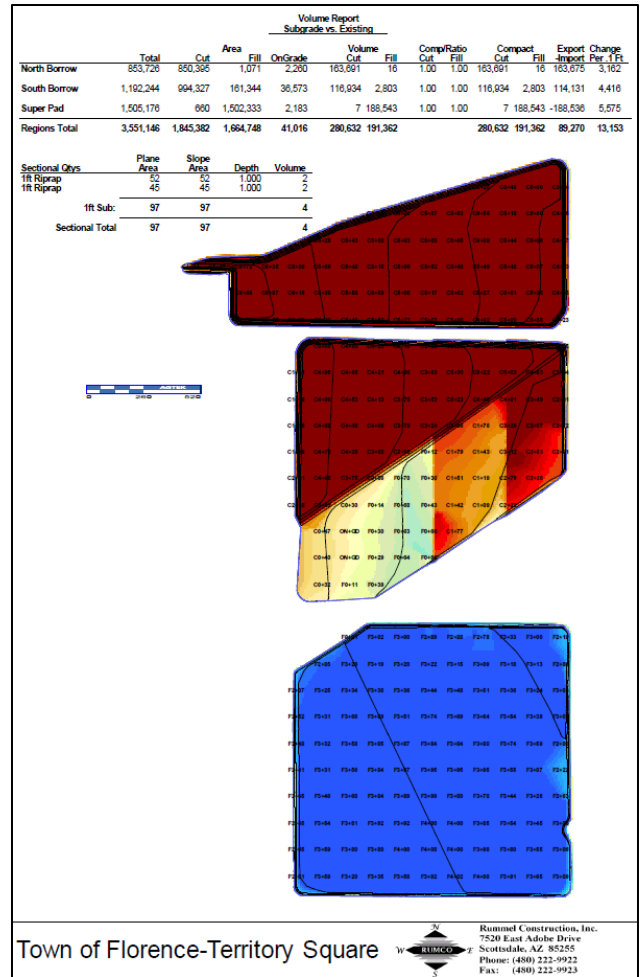
area of the pole, removing and reinstalling the guy wires at deign grade and more. As the project preconstruction phase commences, RUMCO will fully engage APS, Century Link, the Town of Florence and Wood / Patel to mutually develop a detailed plan that balances cost, design intent and schedule considerations. In no case will any work in the area begin until all safety hazards are specifically identified and mitigated to the maximum extent possible.

**ISSUE: SITE BALANCE**

The grading plans for the Territory Square project were developed based on recommendations contained in the ‘Earthwork Shrinkage Study’ developed by Alpha Geotechnical & Materials, Inc. dated February 20, 2013. This report asserts that “...variations in soil conditions will exist on-site...(that)...may not be evident until construction occurs”. It is critical to monitor actual site soil conditions as the work progresses or there will be a significant risk that the site will not balance as intended. In such a case, design changes will need to be made to prevent the need for costly off-site import or export. The Territory Square project is particularly subject to this risk as final finish grade is a defined requirement set forth in the FEMA CLOMR which must be met in order to process the LOMR and have the site removed from the floodplain.

**RESOLUTION: CONTINUOUS PRECISION GRADE CONTROL**

RUMCO maintains an exceptional technological advantage with the capacity to self-perform the gathering of GPS-enabled digital topographical map information on a regular basis as the project progresses. This information is assembled using AgTek™ 3D modeling software which in turn allows a thorough, real-time, analysis of actual site balance conditions. RUMCO will use this analysis to constantly monitor for a divergence from the original engineering assumptions regarding soil characteristics that may require plan modification - such as in increase in borrow depth if increased shrink is recognized. Any changes will be quickly identified and shared with the Town of Florence and Wood / Patel to develop a mutually acceptable recovery plan to mitigate cost and schedule impacts.



**F. TIMELINE**

RUMCO has included a complete project schedule in section M ‘Appendix’. The schedule identifies 65 work days to obtain project substantial completion and work may commence at the Town’s convenience.

**G. EXPERIENCE / REFERENCES**

In the 18 years since its inception, RUMCO has successfully completed thousands of mass-grading projects throughout the greater Phoenix metropolitan area, the state of Arizona and the southwest region of the United States. The below list includes only a small sample of similar projects completed within the last 5 years; selection committee members are encouraged to visit our website ([www.rummelconstruction.com](http://www.rummelconstruction.com)) for a broad overview of our extensive project experience and references.

## 1. MASS EXCAVATION FOR STORMWATER CONTROL SYSTEM

**Description:** This project consisted of mass excavation and finish grading 316,000CY of soil to construct a channel for flood mitigation and storm water control at the City of Phoenix SR85 Landfill. The channel was also surfaced with 81,000 CY of Rip-Rap for erosion mitigation.



**Client:** City of Phoenix (COP)

**Team Member Role:** Buddy Blattner served as Project Manager

**Project Year:** 2013

**Project Duration:** 5 months

**Project Value:** \$2.6M

**Project References:** Marty Arambel, COP  
(602)695-0633  
Brian Keeney, Amtek  
(602)620-2920



## 2. SITE GRADING FOR SOLAR FACILITY



**Description:** This project involved site preparation for a 153 acre solar power plant (Victor Phelan One Solar). It consisted of excavation and finish grading 83,000CY of soil as well as concrete pipe culvert installation and drainage basin construction for storm water control from an adjacent wash.



**Client:** AMEC Power and Process Americas (AMEC)

**Team Member Role:** Buddy Blattner served as Project Manager

**Project Year:** 2013

**Project Duration:** 5 months (*phased*)

**Project Value:** \$2.2M

**Project References:** Monte Brown, AMEC  
(678)296-9518  
James Rustin, AMEC  
(678)896-0938

### 3. CHANNELIZATION FOR SONOQUI WASH

**Description:** This project included 238,000CY of excavation for channel improvements in Sonoqui Wash between Riggs and Ellsworth Roads; numerous materials including rock mulch, DG, lime-treated base, ABC and rip-rap were utilized. Improvements also included installation of concrete pipe culverts with associated drop structures and cutoff walls.



**Client:** Flood Control District of Maricopa County (FCDMC)

**Team Member Role:** Matt Mallia served as Project Engineer

**Project Year:** 2011

**Project Duration:** 12 months

**Project Value:** \$6.2M

**Project References:** Fritz Huber, FCDMC  
(602)506-1501  
Jay Guertin, Parsons Brinkerhoff  
(480)449-4615



### 4. MASS GRADING FOR PAD RAISE OF ELECTRICAL SUBSTATION



**Description:** This project consisted of mass grading an existing farm field and inert landfill to raise the pad elevation of a proposed SRP electrical substation out of the floodplain. The work consisted of excavation of 48,000CY of on-site soil as well as import, placement and finish grading of an additional 40,000CY of soil from offsite sources. Protection of existing on-site irrigation ditches was an imperative element of this project.



**Client:** Salt River Project (SRP)

**Team Member Role:** Matt Mallia served as Project Engineer

**Project Year:** 2011

**Project Duration:** 3 Months

**Project Value:** \$300,000

**Project References:** Tom Novy, SRP  
(602)809-5466  
Jim Green, SRP  
(602)809-1061

Complete resumes for Project Manager Buddy Blattner and Project Engineer Matt Mallia are provided in section M 'Appendix'.

Buddy is currently assigned as Project Manager of 2 projects and Matt is currently assigned as Project Engineer of 1 project and working as part of our estimating team. Upon notice to proceed being issued by the Town, assignments will be shifted amongst RUMCO personnel such that Buddy and Matt will each have at least 75% of their time specifically allocated to the Territory Square project. If additional project needs are recognized, appropriate staffing adjustments will be made as required to ensure project success.

At RUMCO we take great pride in our industry reputation as a company that stands by its commitments, brings experience and knowledge to the job, partners well and strives to exceed expectations. As a direct result of our business philosophy, in the last five years RUMCO and/or its officers and principals have:

- ✓ NO failure to complete any work awarded to it.
- ✓ NO judgments, claims, arbitration proceedings or suits pending.
- ✓ NO lawsuits filed or requested arbitration with regard to construction contracts
- ✓ NO failure to complete any contract.

#### H. APPROACH / UNIQUENESS

The Territory Square project is an ideal fit for RUMCO's core competencies. RUMCO remains distinguished from others in the construction industry because earthwork is our specialty; we are proud to be exceptional 'dirt' contractors and choose to remain focused on self-performing what we do best. Our deliberate focus allows us to confidently make smart long-term investments in our equipment and personnel that bolster our capabilities.



RUMCO has invested more than \$60M in modern heavy equipment and technology; our Caterpillar® equipment fleet is

currently unmatched by any other earthwork contractor in Arizona. We have the capacity to leverage our diverse in-house fleet for the Territory Square project in order to ensure the right tools are in the right place at the right time resulting in maximum efficiency and economy.



RUMCO will also utilize its state of the art Trimble® GPS-based 3D grade control system. The system puts the site plan – design surfaces, grades and alignments – right inside the equipment cab utilizing a single computerized 3D model that is shared by all. The on-board computer uses GPS position information, and compares it to the design elevation to compute cut or fill to grade. This information displays on the control box screen in plan, profile, cross-section view or text depending on operator preference. The net result is that materials are placed more accurately and in a shorter time period thus keeping cost and duration at a minimum.



## I. PRELIMINARY PROJECT BUDGET

The table below provides a preliminary project budget for the Territory Square project. The budget captures all labor, equipment, materials and other expenses that are included in the scope of work items. The dollar amount presented represents RUMCO's actual anticipated costs – a fair and reasonable fee of 15% for overhead and profit (or as otherwise negotiated) will be added to the final negotiated project budget to establish the final contract price. Project Manager Buddy Blattner maintains an outstanding understanding of project budgets and projects of like scope. Buddy will work closely with the Town of Florence and Wood / Patel and will draw on RUMCO's experience to develop a final project budget to be included in the final contract.

The table to the right provides a preliminary project pricing breakdown that addresses the entire anticipated project cost for the Town of Florence. 'Reimbursable Expenses' and 'Contingencies' are addressed as separate line items for additional clarification.

### PRELIMINARY PROJECT PRICING BREAKDOWN

Direct Cost of Work		\$	730,671.72
General Conditions		\$	82,713.15
Contractor's Fee	15%	\$	122,007.73
Permits *		\$	1,800.00
Bonds *	1.25%	\$	11,714.91
Insurance	1.75%	\$	16,400.87
Sales Tax	6.955%	\$	67,137.20
<b>TOTAL PRICE OF PROJECT</b>		<b>\$</b>	<b>1,032,445.58</b>

General Contingency **	5%	\$	36,533.59
Water Contingency ***		\$	24,500.00

\* Permit and Bond fees are 'reimbursable expenses' and are not subject to Contractor's Fee.

\*\* General Contingency is calculated as 5% of the project's Direct Cost of Work; the amount is exclusively for unforeseen circumstances.

\*\*\* Water Contingency is calculated as approximately half of the total project water buy in case no-cost SCIDD water proves inadequate and supplementary water is required to be purchased from the Town of Florence. This would also be considered a 'reimbursable expense' and not subject to Contractor's Fee

### PRELIMINARY PROJECT BUDGET

#### DIRECT COST OF WORK

General Items	Qty	UOM	Labor	Equip.	Matl.	Other	Unit Cost	Total Cost
Construction Water Infrastructure	1	LS	\$ 10,359	\$ 11,553	\$ 3,657	\$ 5,906	\$ 31,474.55	\$ 31,474.55
Geotechnical Testing	1	LS	\$ -	\$ -	\$ -	\$ 6,500	\$ 6,500.46	\$ 6,500.46
Mobilization	1	LS	\$ 5,320	\$ 11,298	\$ -	\$ 1,397	\$ 18,015.23	\$ 18,015.23
Project Signage	1	LS	\$ -	\$ -	\$ -	\$ 882	\$ 882.12	\$ 882.12
Survey & As-Builts	1	LS	\$ -	\$ -	\$ -	\$ 16,840	\$ 16,840.25	\$ 16,840.25
SWPPP	1	LS	\$ 2,073	\$ 1,483	\$ 2,793	\$ 3,809	\$ 10,158.26	\$ 10,158.26

Site Grading	Qty	UOM	Labor	Equip.	Matl.	Other	Unit Cost	Total Cost
Excavation	278,585	CY	\$ 94,195	\$ 452,471	\$ -	\$ 2,146	\$ 1.97	\$ 548,812.45
Fill	206,007	CY	\$ 16,226	\$ 41,456	\$ -	\$ -	\$ 0.28	\$ 57,681.96
Plain Rip-Rap (D50-6")	4	CY	\$ 230	\$ 232	\$ 195	\$ -	\$ 164.50	\$ 658.00
Miscellaneous Removals	1	LS	\$ 4,335	\$ 7,980	\$ -	\$ 15,002	\$ 27,316.54	\$ 27,316.54
Traffic Control	1	LS	\$ -	\$ -	\$ -	\$ 1,016	\$ 1,015.70	\$ 1,015.70
Private Concrete Irrigation Ditch	10	LF	\$ 948	\$ 812	\$ 457	\$ 2,032	\$ 424.76	\$ 4,247.60
24" Concrete End Section	2	EA	\$ 220	\$ 221	\$ 1,168	\$ -	\$ 805.01	\$ 1,610.02
24" RGRCP	94	LF	\$ 923	\$ 984	\$ 3,551	\$ -	\$ 58.07	\$ 5,458.58

#### GENERAL CONDITIONS

General Conditions	Qty	UOM	Labor	Equip.	Matl.	Other	Unit Cost	Total Cost
Project Supervision	65	DAYS	\$ 59,704	\$ 17,165	\$ -	\$ -	\$ 1,182.60	\$ 76,869.00
Safety & Supplies	65	DAYS	\$ -	\$ -	\$ -	\$ 5,844	\$ 89.91	\$ 5,844.15

## J. SCOPE OF WORK

RUMCO's specific scope of work for the Territory Square project included herein satisfies all aspects of the Town's defined scope of work outlined in the subject RFP; NO deviations are noted. RUMCO will perform earthwork and site grading services on the Town property located directly west of Town Hall in Florence in accordance with the plans prepared by Wood / Patel, Inc. Upon completion, RUMCO will provide a pad certification and sealed as-built plan set to support completion of the LOMR efforts so the Town can move forward with the construction of a library, outdoor aquatic complex, recreation programming facility, outdoor fields and other general government facilities on the 40 acre site without delay.



Work will progress in accordance with the complete project schedule included in section M 'Appendix'. Throughout the project, RUMCO will:

- ✓ Progress all work efficiently and expeditiously in accordance with all contract documents.
- ✓ Recommend desirable or necessary changes.
- ✓ Perform ongoing inspections to ensure quality.
- ✓ Manage soil testing services.
- ✓ Coordinate with adjacent property owners & easement holders.
- ✓ Abide by all permit & other requirements established by authorities having jurisdiction.
- ✓ Partner with the Town and other entities to support planning and development of the site for the proposed municipal facilities.
- ✓ Conform to all state & local procurement & purchasing statutes and policies.



Subsequent to final contract execution and formal notice to proceed being issued by the Town, RUMCO will commence its preconstruction activities. Of principal importance in the preconstruction phase is the development of a comprehensive Storm Water Pollution Prevention Plan (SWPPP). Project Engineer Matt Mallia has completed 'Erosion Control Coordinator' training and is certified by ADOT to develop the SWPPP plan. A grading permit as required by the Town of Florence, dust permit as required by Pinal County and Notice of Intent (NOI) as required by the Federal Government will be secured in the preconstruction phase; all costs associated with permits will be 'reimbursable expenses' and are not subject to the Contractor's Fee (bond fees and sales tax as applicable will apply). Project signage will be installed with applicable permit and other relevant project information include contact information for concerned citizens. Concurrently with other preconstruction activities, RUMCO will partner with the owners of the overhead utilities located in the southeast corner of the project to initiate the appropriate relocation activities.





The construction phase of the Territory Square project will be lead by RUMCO's mobilization and immediate implementation of the required SWPPP and dust control devices including diversion berms, straw wattles, rock check dams and a stabilized construction entrance. Prior to the deployment of any heavy equipment, RUMCO will partner with the San Carlos Irrigation and Drainage District (SCIDD) to ensure all existing irrigation channel crossing are appropriately protected with steel plates and/or additional cover material as required.



A construction water delivery system including a +/- 1 million gallon pond that is lined and fenced for safety will be placed in the southeast portion of the southern borrow area. The pond will be plumbed to the adjacent irrigation ditch owned by the San Carlos Irrigation and Drainage District (SCIDD) and a Town of Florence fire hydrant that is located on the north side of Town Hall off of the public right-of way; this dual-source approach to water collection will mitigate the cost and schedule and risks associated with a potential water shortage. The plumbing to the hydrant will be HDPE pipe that has been fused in place by one of our expert in-house fusing crews and drive-over ramps will be placed to maintain unimpeded access for city vehicles accessing the north side of Town Hall and the adjacent maintenance facilities.



Clear and Grub / Removal activities will progress with principal focus being on the northern most portion of the site which contains medium to dense vegetation and ample deleterious materials. Equipment to be utilized includes a 420 backhoe, 966 wheel loader, 14M motor grader and 4K water trucks. Materials to be removed include over 75 used tires, cattle corrals, barb wire fencing, abandoned farm implements and a significant quantity of concrete rubble. All materials will be hauled off site and appropriately disposed excluding the concrete rubble. Conscious efforts will be made to segregate the material to be hauled off in order to maximize what can be diverted from landfill and instead recycled. RUMCO will partner with the Town of Florence and Wood / Patel to develop the most economical solution for the concrete rubble. Options include off-site haul off by RUMCO, crushing and inclusion of material in the super pad embankment, or hammering into 2' maximum pieces and stockpiling outside the northern confine of the project area on Town of Florence owned parcel number 200-34-007B for disposal by others at a later date.



Prior to commencing mass excavation activities, RUMCO will partner with the Town of Florence and SCIDD to facilitate the submittal of a 'To Be Irrigated' request for Town of Florence parcel number 200-40-0160. SCIDD Water Master Clint Dickerson and Office Manager Sandi Kirk have indicated the subject parcel maintains an allotment of 101 acre-feet of water available to it at no charge. Flood irrigation of the parcel with SCIDD water utilizing the existing irrigation channels will recognize a considerable cost and time savings for the project. Additional pre-wet activities utilizing a plumbed sprinkler system will be performed as necessary.

On-grade compaction will be accomplished in the super pad area through appropriate sequencing of discing, moisture conditioning and compactive effort activities. QC testing will confirm 90% compaction and optimum moisture content per ASTM-698 prior to the placement of any fill material. This requirement is in accordance with the project Scope of Work included in the RFP and the letter from Alpha Geotechnical & Materials, Inc. dated May 14, 2013 that supplements the original geotechnical report for the project.

Mass excavation of approximately 280,632 CY of material will be carried out utilizing 8 each, 657 scrapers from RUMCO's extensive scraper fleet. 2 each, 14M motor graders and a combination of 5K and 8K water pulls will assist in cut to fill activities. Fill will be placed in 8" lifts and QC testing will confirm compaction for each lift.



Test results from field samples detailed in section 4.1 of the project's geotechnical report identify recognized shrinkage values between 2.6% and 34.6% and that ground loss between 0.1' and 0.3' can be expected throughout the site. RUMCO has performed an AgTek® earthwork analysis utilizing a conservative assumption of 30% shrink and 0.3' ground loss and determined that the proposed earthwork design may result in a net excess of 12,908CY of material. If the super-pad elevation meets grade specification, this excess may remain in place in the borrow area resulting in a cost savings for the Town. Another possible scenario would be to raise the super-pad site by +/- 0.2' to consume the additional material if the basin bottom elevation is deemed critical. In all scenarios, RUMCO will continuously monitor actual field conditions as the mass excavation progresses and partner with the

Town and Wood / Patel to ensure a balanced site is recognized.

94 LF of 24" RGRCP pipe culvert with associated flared end-sections and rip-rap will be placed in accordance with the latest MAG specifications between the northern and southern borrow areas as detailed in the plan set. All irrigation channel that will be removed to facilitate the pipe culvert installation will be replaced in-kind.



Final finish grading will be performed on the super-pad, basin bottoms, all slopes and the outlet channel prior to as-built survey. A pad certification and a sealed as-built plan set will be provided to the Town upon project completion.

## **K. INSURANCE AND BONDS**

RUMCO maintains insurance policies in accordance with the guidelines set forth in the RFP. A certificate of Liability and Workman's Compensation Insurance naming the Town of Florence is provided in section M 'Appendix'.

RUMCO maintains a bonding capacity of \$40M single, \$80M aggregate. Upon commencement of the Territory Square project, RUMCO will furnish a bond in the full penal sum of the contract price covering faithful performance of the contract and payment obligations arising there under. The bond fee will be equal to 1.5% of the contract price and will be a reimbursable expense with no added cost factors. A letter confirming RUMCO's binding capacity is provided in section M 'Appendix'.

## L. CONCLUSION

In conclusion, RUMCO would like to again thank the selection committee members for the opportunity to provide this proposal for the Territory Square Site Grading Construction Services. We have made every effort to keep the proposal brief while still providing sufficient information to unconditionally demonstrate:

- ✓ RUMCO has the reputation, quality and experience as the premier contractor in projects of comparable size and complexity.
- ✓ RUMCO will not only meet, but in fact exceed the Town's needs and expectations for the Territory Square Project.
- ✓ RUMCO has staffed the Territory Square project with Project Manager Buddy Blattner and Project Engineer Matt Mallia who have the experience and capability to perform and have the complete backing of RUMCO's extensive additional resources.
- ✓ RUMCO maintains a team-oriented management philosophy and will collaboratively implement Safety, Quality and Cost Control into all facets of the Territory Square Project.
- ✓ RUMCO has responded to the Territory Square RFP in a comprehensive manner and included ample information regarding project schedule, budget, references, knowledge of site & local conditions, project staff and an overall approach and methodology the will ensure project success.



The entire RUMCO team looks forward to partnering with the Town of Florence on the Territory Square project; thank you for your consideration.

## M. APPENDIX

The appendix includes the following documents:

- I. Project Schedule
- II. Resume for Project Manager Buddy Blattner
- III. Resume for Project Engineer Matt Mallia
- IV. Letter Confirming RUMCO's Bonding Capacity
- V. Certificate of Liability Insurance





Rummel Construction, Inc.

**Buddy Blattner**  
Project Manager

## **BACKGROUND**

Buddy Blattner has over 18 years of relevant construction project management experience including all phases of the heavy-civil, heavy-highway, municipal, mining, golf course and underground utility construction projects. His technical experience includes preparing and/or reviewing project budgets, plans, specifications, contracts, proposals, cost/revenue projections and more. Buddy maintains an exceptional track record including demonstrated success with negotiating subcontracts, managing subcontractors & suppliers, optimizing project efficiency, setting up project documentation systems and cost controls, managing client relations, and most importantly; consistent delivery of *SAFE, QUALITY, COST-CONTROLLED* projects.

## **EDUCATION & TRAINING**

1996, Bachelor of Science in Civil Engineering, St. Cloud State University

OSHA 10-Hour, MSHA (Part 46, 47 & 48), Competent Person for Excavations, Confined Space, EEO, CPR, First Aid, Comprehensive Dust Control, Erosion Control Coordinator Certification, and Others.

## **WORK HISTORY**

*2004 –Present, Rummel Construction, Inc., Project Manager, Scottsdale, AZ*

- Oversee and mentor direct reporting Project Engineers, Field Engineers and Superintendents.
- Prepare and manage project plans and project specifications.
- Manage subcontractors and suppliers.
- Work with owners/developers to maintain proper scope.
- Generate schedules and budgets for construction activity.

*1996-2004, D.H. Blattner Construction, Project Superintendent/Project Engineer, Avon, MN*

- Track daily field operations, manpower, material and equipment costs.
- Conduct project meetings and solve project field issues.
- Review project specifications and generate monthly billing for quantity review.

## **PROJECTS**

- ADOT SR83 Parker Canyon
- BIA Tohono O'odham Road 232
- ADOT SR68 Drainage Improvements
- Victor Phelan Solar
- Palo Verde Evaporation
- Coolidge Generating Station
- GRIC Wellness Center
- Target Tucson – North
- Riverpoint Solar Research
- Palo Verde Evaporation Pond #2
- Coolidge Generating Station
- Reems Road Channel Upgrades
- APS Paloma Solar
- Sunset Ranch II Parcel H
- Queen Creek Middle School Offices
- Jefferson at One Scottsdale
- SR68 Drainage Improvements
- Agua Caliente Site Services
- Agua Caliente Site Restoration
- Agua Caliente Phase 1 Completion
- Ajo Area 1 Paving
- Queen Creek Solar Surfacing
- Buckeye Hills 300YD Range
- Buckeye Hills Shooting Range
- The Plaza
- SR 85 Landfill Cell 1, Phase 2 Closure
- Mountainview Ridge Paving
- Loop 303 Outfall Drainage System
- Sierra Reserve
- Copperstone Wetland Treatment System Closure
- Apache Junction Landfill Cell 8 Expansion
- Scottsdale CAP Paving
- Tolleson Fire Station
- TDR South Weir
- Martin Road Picacho Crossing



Rummel Construction, Inc.

**Matt Mallia**  
Project Engineer

## **BACKGROUND**

Matt Mallia has over 9 years of relevant construction project coordination experience, including CMAR experience with various municipalities. His experience includes working on park and flood control projects, energy, residential, and commercial projects. Matt maintains an exceptional track record including demonstrated success in working as a team in preconstruction and construction, estimating, cost analysis, quantity tracking, scheduling and most importantly; consistent delivery of *SAFE, QUALITY, COST-CONTROLLED* projects.

## **EDUCATION & TRAINING**

2005, Bachelor of Science, Construction Management, Arizona State University, Tempe, AZ

2002, Associates in Arts, Business Management, Mesa Community College, Mesa, AZ

ADOT 16HR Erosion Control Coordinator, OSHA 10, MSHA (Part 46, 47, & 48), First Aid/CPR Certification, Comprehensive Dust Certification, DOT/CMV Training, Defensive Driving, Tire Safety, EEO/Harassment Training, Electrical Safety, PPE Training, Heat Injury Prevention Training, Fire Extinguisher Training, and more.

## **WORK HISTORY**

*2005 – Present, Rummel Construction, Inc., Project Engineer, Scottsdale, AZ*

- Track project schedule and quantities.
- Prepare RFI's, submittals and transmittals.
- Review project specifications and order materials.
- Prepare 3-week look-ahead schedules
- Provide value engineering and working with CMAR teams.

*2001 – 2005, Ironhorse Contracting, Inc., Estimator, Mesa, AZ*

- Review specifications and soils reports and contract information
- Provide value engineering options and suggestions to owners and general contractors
- Coordinate with owners and general contractor's clarification and specifications.
- Review plans to ensure functionality.

## **PROJECTS**

- Sonoqui Wash Channelization Phase IIA-1
- White Tanks FRS#4 Phase II; (CMAR)
- SR85 Stormwater Control System
- Salt River Bank Extension (CMAR)
- SRP Substation Pad Development
- Sonoqui Wash Channelization Phase IIA2
- DC Ranch Sierra Pinta Channelization
- Dynamite Estates Paving and Rip Rap



January 9, 2014

To Whom It May Concern:

We are providing this information at the request of our insured, Rummel Construction, Inc.

Western Surety Company has been their bonding company since 2002. They are approved for bonds covering up to a \$40,000,000 single limit and potential work program of up to \$80,000,000 aggregate.

We continue to be confident in Rummel's ability to perform and recommend them for your favorable consideration.

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of our past experience and confidence in this firm. Any specific request for bonds will be underwritten on its own merit.

Please do not hesitate to contact me for any further or more detailed information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffery L. Steed", is written over a faint, illegible stamp.

Jeffery L. Steed  
Attorney-In-Fact

TAM



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Commercial West Insurance Agcy 1225 West Houston Avenue #101 Gilbert, AZ 85233 Jeffery L. Steed	<b>CONTACT NAME:</b> Tracy Miller <b>PHONE (A/C, No, Ext):</b> 480-961-5400 <b>FAX (A/C, No):</b> 480-961-5401 <b>E-MAIL ADDRESS:</b> tracy@comlwest.com														
<b>INSURED</b> Rummel Construction, Inc. 7520 E. Adobe Drive Scottsdale, AZ 85255-4804	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : United Specialty Insurance Co.</td> <td style="text-align: center;">12537</td> </tr> <tr> <td>INSURER B : AMCO Insurance Company</td> <td style="text-align: center;">19100</td> </tr> <tr> <td>INSURER C : Houston Casualty Company</td> <td style="text-align: center;">42374</td> </tr> <tr> <td>INSURER D : SCF Western Insurance Co.</td> <td style="text-align: center;">13209</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United Specialty Insurance Co.	12537	INSURER B : AMCO Insurance Company	19100	INSURER C : Houston Casualty Company	42374	INSURER D : SCF Western Insurance Co.	13209	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : United Specialty Insurance Co.	12537														
INSURER B : AMCO Insurance Company	19100														
INSURER C : Houston Casualty Company	42374														
INSURER D : SCF Western Insurance Co.	13209														
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU, Contractual <input type="checkbox"/> Blanket Add'l Ins GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BT01426799	04/30/2014	04/30/2015	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>4,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b> \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ACP7244412613	04/30/2014	04/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			H14XC5023601	04/30/2014	04/30/2015	EACH OCCURRENCE \$ <b>10,000,000</b> AGGREGATE \$ <b>10,000,000</b> Follow Form \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	W20913	07/01/2013	07/01/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

It is agreed that the certificate holder is added as additional insured where required by written contract for any & all work performed by the named insured. Umbrella is follow form and goes over the general liability, auto liability & employers liability.

**CERTIFICATE HOLDER****CANCELLATION**

<p style="text-align: center;"><b>FLORE-4</b></p> <p>Town of Florence          775 N. Main St.          P.O. Box 2670          Florence, AZ 85132</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE  </p>
---	--



	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 13diii.</b>
<b>MEETING DATE:</b> June 2, 2014  <b>DEPARTMENT:</b> Finance  <b>STAFF PRESENTER:</b> Mike Farina, Finance Director  <b>SUBJECT:</b> Financing for Construction of a New Library/ Aquatics/Recreation Facility	<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input type="checkbox"/> <b>Other</b>	

**RECOMMENDED MOTION/ACTION:**

Motion to authorize the Town Manager to review financing alternatives and secure financing to assist with the funding of construction for a new library, aquatics and recreation facility in an amount not to exceed \$5,000,000 plus costs of issuance.

**BACKGROUND/DISCUSSION:**

The Town is in the planning and design stages to construct a new library, aquatics and recreation facility. As of June 2, 2014, an RFQ for design-build services was issued and a follow-up RFP was issued to the top five firms that responded to the RFQ. Proposals from the RFP have been received and reviewed.

The cost to construct the facility is estimated to be between \$12,000,000 and \$13,000,000. The Town currently has funds available from the Food Tax Fund, Construction Tax Fund, General Government Impact Fee Fund, Parks Impact Fee Fund, Library Impact Fee Fund and the Capital Projects Fund. The impact fee funds and the Food Tax Fund are restricted as to their use and are all appropriate for this project. It is estimated that an additional \$5,000,000 will need to be obtained through financing. Funding for the construction budget is estimated as follows.

Food Tax Fund	\$ 2,100,000
General Government Impact Fee Fund	1,219,700
Parks Impact Fee Fund	1,289,700
Library Impact Fee Fund	846,700
Capital Projects Fund	1,543,900
Construction Tax Fund	1,000,000
Financing	<u>5,000,000</u>
Total funding sources	<u>\$ 13,000,000</u>

Once determined, the terms of the financing and all financing-related documents will be brought to Town Council for approval.

Staff expects to have the financing completed and funds received by the latter part of July or early August.

**FINANCIAL IMPACT:**

The estimated annual debt service necessary to repay the amount financed for the construction of the Library/Aquatics/Recreation Facility project is approximately \$350,000 to be repaid over a 20 year period. Projected revenue in the Capital Projects Fund will be sufficient to cover the annual debt service and it is anticipated that additional revenue growth, as well as fees from recreation programs, aquatics and athletic programs will contribute to the debt repayment.

**STAFF RECOMMENDATION:**

Staff recommends a motion to authorize the Town Manager to seek and obtain financing to assist with the funding of construction for a new library/aquatics/recreation facility in an amount not to exceed \$5,000,000 plus cost of issuance.

**ATTACHMENTS:**

None



## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 13e.

**MEETING DATE:** June 2, 2014

**DEPARTMENT:** Administration

**STAFF PRESENTER:** Charles Montoya, Town Manager

**SUBJECT:** Settlement Agreement for Curis Resources (Arizona) Inc. v. Town of Florence, Pinal County Superior Court Case No. CV2012-01097

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
  - Regulatory
  - 1<sup>st</sup> Reading
  - 2<sup>nd</sup> Reading
- Other

### **RECOMMENDED MOTION/ACTION:**

Motion to Approve the Settlement Agreement for Curis Resources (Arizona) Inc. v. Town of Florence, Pinal County Superior Court Case No. CV2012-01097, as recommended by the Risk Pool.

### **BACKGROUND/DISCUSSION:**

This case arose from the Town's closure of the Curis Administration building due to building safety issues in 2012. The settlement will preserve the status quo as between Curis and the Town, pending the ultimate judicial determination of proper zoning/land use on the Curis property; the settlement also maintains the Indemnification Agreement that Curis signed in 2012 as a condition of being allowed to reoccupy the Administration Building.

### **FINANCIAL IMPACT:**

The Risk Pool will be paying the settlement of \$100,000 on behalf of the Town. The portion the Town is responsible for is the \$5,000 deductible.

### **STAFF RECOMMENDATION:**

Approve the settlement recommendation from the Risk Pool.

### **ATTACHMENTS:**

Settlement Agreement

1  
2  
3  
4 SUPERIOR COURT OF ARIZONA  
5 PINAL COUNTY

6 CURIS RESOURCES (ARIZONA) INC., an  
7 Arizona corporation,

8 Plaintiff,

9 vs.

10 CARROLL MICHAEL, Senior Building  
11 Inspector (Code Compliance), and TOWN OF  
12 FLORENCE, ARIZONA, an Arizona  
13 municipal corporation,

13 Defendants.

No.: CV 2012-01097

**SETTLEMENT MEMORANDUM**

14 Plaintiff and Defendants agree to settle this case upon the following terms:

15 1. Defendants, through their insurance carrier, will pay Plaintiff the sum of  
16 \$100,000.00.

17 2. Plaintiff agrees to discuss in good faith connecting to the Town's water service  
18 when it is commercially reasonable to do so, or alternatively, when there is an existing water line  
19 within 100 feet of the Florence Copper private property.

20 3. Florence Copper has installed a private water treatment system. Florence Copper  
21 has the responsibility to ensure that this private water treatment system is and will be in  
22 compliance with all applicable state laws and regulations to assure a potable water supply to the  
23 Administration Building.

24 4. This settlement agreement does not replace the existing Indemnity Agreement.  
25 Florence Copper will continue to indemnify the Town as set forth in the existing Indemnity

1 Agreement. For purposes of this litigation and subject to paragraph 7 and 8 below, Florence  
2 Copper may continue to occupy and utilize the Administration Building and utilize the outlying  
3 buildings.

4 5. The Town will grant Florence Copper a certificate of occupancy for the  
5 Administrative building. Should Florence Copper seek additional permits for improvements to  
6 the Administrative Building, the Town will timely process in good faith the application in  
7 accordance with the Town's guidelines and procedures.

8 6. For its Administrative Building and accessory structures, Florence Copper will  
9 continue to comply with applicable building and health and safety codes. The 2006 International  
10 Fire code was adopted by the Town of Florence. At a time convenient with the parties, the  
11 Town's officials will meet with representatives of Florence Copper, if appropriate, to determine  
12 applicable codes and requirements. It is the desire of both sides to work together on any issues  
13 that may arise regarding the Administrative Building and accessory structures and to avoid  
14 miscommunications and unnecessary and costly litigation. Where appropriate to do so, both  
15 sides are willing to conduct mediation to assist in working out differences between the sides with  
16 the Honorable Chris Skelly (ret.).

17 7. This agreement and standard form mutual release is not an amendment to the  
18 2003 pre-annexation development agreement, nor should it be construed as a modification of the  
19 existing zoning, as a conditional use, or as an agreement to expand legal non-conforming uses, if  
20 any.

21 8. This agreement is without prejudice to the existing claims and defenses raised in  
22 any other litigation between the parties, and nothing in this agreement shall affect the parties'  
23 positions in separate litigation. For example, a separate action for declaratory relief and  
24 condemnation was filed by the Town of Florence, CV 201302511, in Pinal County. In the event  
25 that the Pinal County Superior Court, Arizona Court of Appeals or the Arizona Supreme Court

1 may render a Decision or an Opinion or Judgment that the Administrative Building and outlying  
2 buildings are zoned for residential use and are not entitled to the legal protections afforded to  
3 legal nonconforming uses, or by contractual rights under development agreements; or,  
4 alternatively, said courts may render a Decision or an Opinion or Judgment that said structures  
5 are entitled to the legal protections afforded legal nonconforming uses, or by contractual rights  
6 under development agreements. In the event of such a final finding by any court or by  
7 stipulation of the parties, that finding/stipulation will control as to the legal uses of the property.

8 9. Neither party admits liability or fault in the allegations set forth in the Amended  
9 Complaint.

10 10. Both sides represent and warrant that their attorneys signing below have authority  
11 from the Town Council of the Town of Florence and the Board of Directors of Florence Copper,  
12 respectively, to sign this settlement agreement.

13 11. Upon the signing of this settlement agreement, the above-captioned matter will be  
14 dismissed with prejudice, each side to bear its own costs and attorneys' fees.

15 DATED this \_\_\_\_ day of \_\_\_\_\_, 2014.

16  
17 AGREED:

18  
19 \_\_\_\_\_  
20 Colin Campbell

\_\_\_\_\_

Jeff Murray

May 15, 2014

Mr. George Johnson  
Johnson Utilities, LLC  
5230 E. Shea Boulevard, Suite 200  
Scottsdale, AZ 85254

Dear Mr. Johnson:

The Town Council is requesting that Johnson Utilities provide the following documentation so that the Town may complete its due diligence in the acquisition of the assets of the utility company:

- 1) Copies of all Water and Sewer Line Extension Agreements;
- 2) Copies of all Master Utility Agreements;
- 3) Any completed or preliminary title reports and surveys for all well sites, water plant sites, lift stations, wastewater treatment plants, golf course, and any other parcel of property listed in Exhibit I to the draft Asset Purchase and Lease Agreement that the Town will be purchasing as part of the assets of Johnson Utilities.
- 4) The Trust Indenture, Installment Sale Agreement and any other documents relating to the Bonds as referenced in Article II of the Asset Purchase and Lease Agreement. .

Economists.com, the independent consultant hired by the Town to evaluate the financial and economic feasibility of the proposed asset purchase, has issued a final report which is qualified because certain figures they received during their research came from representatives of Johnson Utilities and have not been independently verified by the Town. If the Town and its consultants are unable to verify the numbers provided by Johnson Utilities from the aforementioned documents the Town's financial analysis will remain qualified and as such will not provide an adequate basis for the decisions of the Town Council. Receiving those documents after execution of the Asset Purchase and Lease Agreement was not agreed to by the Town and cannot be, since it calls into question the completion of work from our independent consultants and information already provided to the general public.

In addition, the Town Council still has concerns regarding the "Lock Box" of revenues from the current Town utility system and the revenues derived from Johnson Utilities. The twenty year period requested by Johnson Utilities for gross revenue (after payment of operating expenses) to be paid directly to the trustee is still not acceptable to the Town. However, the Town would like to move forward with the completion of the due diligence process, in order to complete final documents for Town Council consideration.

Respectfully,

A handwritten signature in black ink, appearing to read 'C. Montoya', with a stylized, cursive flourish at the end.

Charles A. Montoya  
Town Manager

Copy: Dan Hodges



# *JOHNSON UTILITIES, L.L.C.*

5230 East Shea Boulevard, Suite 200 \* Scottsdale, Arizona 85254  
PH: (480) 998-3300; FAX: (480) 483-7908

May 23, 2014

## **HAND-DELIVERED**

Chairman Bob Stump  
Commissioner Gary Pierce  
Commissioner Brenda Burns  
Commissioner Bob Burns  
Commissioner Susan Bitter Smith  
ARIZONA CORPORATION COMMISSION  
1200 West Washington Street  
Phoenix, Arizona 85007

**Re: *Withdrawal of Application in Docket WS-02987A-13-0477***

Dear Chairman and Commissioners:

I am writing to let you know that the sale and transfer of the water and wastewater assets of Johnson Utilities to the Town of Florence will not be moving forward. Earlier today, Johnson Utilities docketed the enclosed Motion to Withdraw the Company's Application for Approval of the Sale and Transfer of Assets and Conditional Cancellation of its Certificate of Convenience and Necessity that was filed December 31, 2014. Attached to the Company's motion is a letter which I sent yesterday to the Florence Town Manager advising him that Johnson Utilities revokes its willingness to sell the utility assets to the Town. This will no doubt come as quite a surprise given that we completed the three-day hearing on the application earlier this week. However, in the days leading up to the hearing, and then as I sat through the hearing and listened to the testimony of the Florence Town Manager, it became clear to me that the Town is not ready or willing to complete the acquisition of the utility assets on the key terms that were negotiated months ago as reflected in the draft Asset Purchase and Lease Agreement that was presented to the Commission. Johnson Utilities put substantial time and effort into working toward a mutually acceptable agreement with the Town, and we are obviously very disappointed that the Town is unable to commit to the Asset Purchase and Lease Agreement.

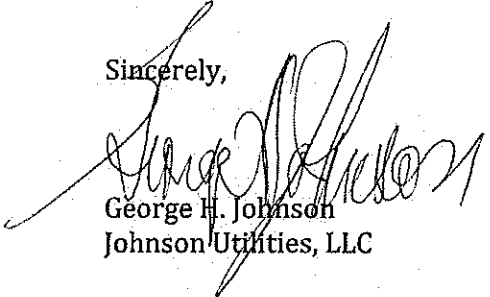
I am mindful of the hard work that has gone into this case by the Utilities Division Staff, the Hearing Division, the Administrative Law Judge and the intervenors, and the Company did not file to withdraw its application without careful consideration of all of the relevant facts. We acknowledge and greatly appreciate the willingness and efforts of all of the parties in the docket to attempt to meet the expedited time frame for obtaining a Commission decision. My team and I negotiated in good faith with the Town and we believed, as far back as December 2013, that we had reached agreement on all of the key deal points. In fact, we were told as much on several

Chairman Bob Stump  
Commissioner Gary Pierce  
Commissioner Brenda Burns  
Commissioner Bob Burns  
Commissioner Susan Bitter Smith  
ARIZONA CORPORATION COMMISSION  
1200 West Washington Street  
Phoenix, Arizona 85007  
Page 2

occasions by the Town staff involved in putting the agreement in writing. However, the Town's recent disagreement with substantive terms and conditions at this late date leaves me no option but to withdraw the application. Had I known this would happen, the application would never have been filed in the first place.

Johnson Utilities will move forward as the water and wastewater provider within its certificated territory and will remain committed to providing a high level of service to all of our customers. We are filing notices in each of the active Johnson Utilities dockets requesting that the Commission proceed with those dockets. I would like to note that none of the costs of the work on the sale to the Town of Florence will be borne by the customers of the Company.

Sincerely,



George H. Johnson  
Johnson Utilities, LLC

Enclosure  
cc w/enclosure:

Steve Olea, Director  
Lyn Farmer, Chief Administrative Law Judge  
Jodi Jerich, Executive Director  
Parties on the Service List for Docket WS-02987A-13-0477  
Docket Control (Original plus 13 copies)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**BEFORE THE ARIZONA CORPORATION COMMISSION**

COMMISSIONERS

BOB STUMP–Chairman  
GARY PIERCE  
BRENDA BURNS  
BOB BURNS  
SUSAN BITTER SMITH

IN THE MATTER OF THE APPLICATION  
OF JOHNSON UTILITIES, LLC DOING  
BUSINESS AS JOHNSON UTILITIES  
COMPANY, FOR APPROVAL OF SALE  
AND TRANSFER OF ASSETS AND  
CONDITIONAL CANCELLATION OF ITS  
CERTIFICATE OF CONVENIENCE AND  
NECESSITY.

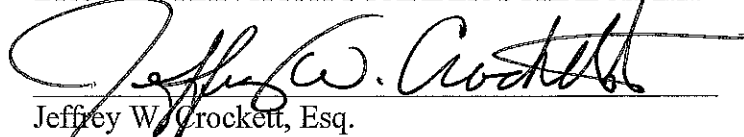
**DOCKET NO. WS-02987A-13-0477**

**MOTION TO WITHDRAW  
APPLICATION**

Johnson Utilities, L.L.C. (“Johnson Utilities” or the “Company”) hereby moves to withdraw its Application for Approval of the Sale and Transfer of Assets and Conditional Cancellation of its Certificate of Convenience and Necessity filed December 31, 2014, and requests that this docket be closed. For reasons that are detailed in the May 22, 2014, letter from George Johnson to the Florence Town Manager, a copy of which is attached hereto as Attachment 1, the sale and transfer of the Company’s water and wastewater assets to the Town of Florence will not be moving forward. Johnson Utilities is very mindful of the amount of work that has gone into this proceeding by the Utilities Division Staff, the Hearing Division, the Administrative Law Judge and the intervenors in this docket, and the Company does not file this motion without careful consideration of all of the relevant facts. Contemporaneous with the filing of this motion, the Company is filing notices in the other active Johnson Utilities dockets requesting that the Commission move forward with those dockets.

RESPECTFULLY submitted this 23<sup>rd</sup> day of May, 2014.

BROWNSTEIN HYATT FARBER SCHRECK LLP



Jeffrey W. Crockett, Esq.  
One East Washington Street, Suite 2400  
Phoenix, Arizona 85004  
Attorneys for Johnson Utilities, L.L.C.

1 ORIGINAL and thirteen (13) copies of the foregoing  
2 filed this 23<sup>rd</sup> day of May, 2014, with:

3 Docket Control  
4 ARIZONA CORPORATION COMMISSION  
5 1200 West Washington Street  
6 Phoenix, Arizona 85007

7 COPY of the foregoing hand-delivered  
8 this 23<sup>rd</sup> day of May, 2014, to:

9 Lyn Farmer, Chief Administrative Law Judge  
10 Hearing Division  
11 ARIZONA CORPORATION COMMISSION  
12 1200 West Washington Street  
13 Phoenix, Arizona 85007

14 Janice Alward, Chief Counsel  
15 Legal Division  
16 ARIZONA CORPORATION COMMISSION  
17 1200 West Washington Street  
18 Phoenix, Arizona 85007

19 Steve Olea, Director  
20 Utilities Division  
21 ARIZONA CORPORATION COMMISSION  
22 1200 West Washington Street  
23 Phoenix, Arizona 85007

24 Copy of the foregoing mailed and e-mailed  
25 this 23<sup>rd</sup> day of May, 2014, to:

26 Daniel Pozefsky, Chief Counsel  
27 RESIDENTIAL UTILITY CONSUMER OFFICE  
28 1110 West Washington Street  
Phoenix, Arizona 85007  
E-mail: [dpozefsky@azruco.gov](mailto:dpozefsky@azruco.gov)

Michele Van Quathem  
RYLEY CARLOCK & APPLEWHITE  
One North Central Avenue, Suite 1200  
Phoenix, Arizona 85004-4417  
E-mail: [MVQ@rcalaw.com](mailto:MVQ@rcalaw.com)

1 James E. Mannato, Town Attorney  
2 TOWN OF FLORENCE  
3 P.O. Box 2670  
4 775 N. Main Street  
5 Florence, Arizona 85232-2670  
6 E-mail: [James.Mannato@florenciaz.gov](mailto:James.Mannato@florenciaz.gov)

7 William J. Sims III  
8 SIMS MURRAY, LTD  
9 2020 N. Central Avenue, Suite 670  
10 Phoenix, Arizona 85004  
11 E-mail: [wjsims@simsmurray.com](mailto:wjsims@simsmurray.com)

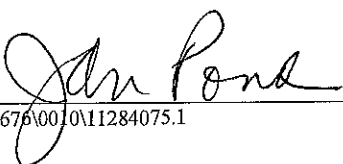
12 William H. Anger  
13 ENGELMAN BERGER, P.C.  
14 3636 N. Central Avenue, Suite 700  
15 Phoenix, Arizona 85012  
16 E-mail: [wha@eblawyers.com](mailto:wha@eblawyers.com)

17 Karen Christian  
18 30836 North Orange Blossom Circle  
19 San Tan Valley, Arizona 85143  
20 E-mail: [kechristi@gmx.com](mailto:kechristi@gmx.com)

21 Todd J. Hubbard  
22 30989 North Dry Creek Way  
23 San Tan Valley, Arizona 85143  
24 E-mail: [toddjhubbard@yahoo.com](mailto:toddjhubbard@yahoo.com)

25 Alden L. Weight  
26 928 West Desert Canyon Drive  
27 San Tan Valley, Arizona 85143  
28 [Alden\\_weight@msn.com](mailto:Alden_weight@msn.com)

Steve Pratt  
65 E. Macaw Ct.  
San Tan Valley, Arizona 85143  
E-mail: [Steve-pratt@cox.net](mailto:Steve-pratt@cox.net)

  
014676\00\0\11284075.1

# **ATTACHMENT 1**

# *JOHNSON UTILITIES, L.L.C.*

5230 East Shea Boulevard, Suite 200 \* Scottsdale, Arizona 85254  
PH: (480) 998-3300; FAX: (480) 483-7908

22 May 2014

Charles Montoya  
Florence Town Manager  
Town of Florence  
P.O. Box 2670  
Florence, AZ 85132

Re: Johnson Utilities, L.L.C., an Arizona limited liability company ("Company")/The  
Town of Florence, Arizona, an Arizona municipal corporation ("Town")-Sale of  
Assets

Dear Charles,

This letter is in response to your letter to Johnson Utilities, which was not on  
Town letterhead, dated May 15, 2014 and to more recent actions of the Town.

Based on your testimony and the May 21, 2014 closing statement of the Town  
Attorney to the Arizona Corporation Commission, it is clear that the Town has turned  
down the offer of Johnson Utilities to sell its assets to the Town.

Johnson Utilities and the Town reached agreement on the price and terms of the  
sale of the assets in 2013 in anticipation of a February, 2014 closing, but in no event later  
than the Town's fiscal year end of June 30, 2014. This was sufficient to cause Johnson  
Utilities to file its application with the Arizona Corporation Commission on December  
31, 2013. Very recent changes in the Town's position have baffled Johnson Utilities.  
For example, the information requested in your May 15, 2014 letter has only recently  
been a condition to the Town considering the Asset Purchase Agreement (see your April  
9, 2014 testimony at the Arizona Corporation Commission which mentioned no such  
condition).

Both the Arizona Corporation Commission and The Industrial Development  
Authority of the City of Phoenix, Arizona required a signed Asset Purchase Agreement  
for the transaction to move forward. The Town filed a recent application with the  
Authority which further indicated to Johnson Utilities that it had proceeded in good faith  
in filing its application with the Arizona Corporation Commission and in its continued  
dealings with the Town. The Town never varied the testimony it prefiled with the  
Arizona Corporation Commission nor moved to alter the Commission's April 4, 2014  
Procedural Order.

Over the months of discussions the Town changed its mind on many issues. The Town's changes were difficult to deal with, e.g., initially filing the Asset Purchase Agreement with the Arizona Corporation Commission using its Municipal Property Corporation and then changing its mind (that is why we negotiated two separate Asset Purchase Agreements), insisting that the Town can only pledge gross revenues instead of net revenues, then changing its mind to being uncomfortable with a Bond Trustee distributing money for operating expenses, the Town being agreeable with a Bond Trustee then desiring the use of a Bond Trustee for less than 30 years (Johnson Utilities then agreed to 20 years), then the Town being uncomfortable with a Bond Trustee at all, etc. It was only on May 20, 2014, that Johnson Utilities officially learned that the Town had changed its mind on needing to close the transaction by the end of its June 30, 2014 fiscal year end, when you so testified at the Arizona Corporation Commission. Other key changes in the Town's position materially impacted the financing of the sale.

As to the substance of your requests, Johnson Utilities wants to point out that the Town's expert consultants have previously reviewed most of the agreements requested in your May 15, 2014 letter at our offices. Other documents that you have belatedly requested are normally produced after agreements are reached. For example, no one normally prepares preliminary title reports until an agreement is reached (and, the Town could have ordered such reports any time it wished as it has the complete list of the assets).

As noted in my earlier letter to you, Johnson Utilities offered its assets (system) for sale and allowed the Town the first opportunity to purchase. We agreed on the purchase price, the assets to be conveyed, a management transition and even provided that the Town would not have to cover any cash shortfall for years. After months of negotiations, we have learned from your testimony and the Town Attorney's closing statement at the Arizona Corporation Commission that the Town apparently disagrees with substantive terms and conditions of the purchase.

Johnson Utilities has satisfied all of its obligations to the Town. The voters of the Town have approved the sale in the May 20, 2014 election; presumably based on the Asset Purchase Agreement presented to the Town Council and to the Arizona Corporation Commission in late March and early April 2014. The Town has withdrawn its offer of purchase after having been given the first opportunity. In order to be clear on the import of the Town's conduct, Johnson Utilities revokes its willingness to sign any agreement with the Town concerning the sale of its assets to the Town.

Sincerely,

  
George Johnson

CC: Florence Town Council



**BEFORE THE ARIZONA CORPORATION COMMISSION**

COMMISSIONERS

BOB STUMP—Chairman  
GARY PIERCE  
BRENDA BURNS  
BOB BURNS  
SUSAN BITTER SMITH

IN THE MATTER OF THE APPLICATION  
OF JOHNSON UTILITIES, LLC DOING  
BUSINESS AS JOHNSON UTILITIES  
COMPANY, FOR APPROVAL OF SALE  
AND TRANSFER OF ASSETS AND  
CONDITIONAL CANCELLATION OF ITS  
CERTIFICATE OF CONVENIENCE AND  
NECESSITY.

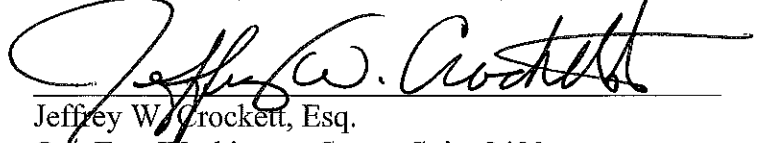
**DOCKET NO. WS-02987A-13-0477**

**MOTION TO WITHDRAW  
APPLICATION**

Johnson Utilities, L.L.C. (“Johnson Utilities” or the “Company”) hereby moves to withdraw its Application for Approval of the Sale and Transfer of Assets and Conditional Cancellation of its Certificate of Convenience and Necessity filed December 31, 2014, and requests that this docket be closed. For reasons that are detailed in the May 22, 2014, letter from George Johnson to the Florence Town Manager, a copy of which is attached hereto as Attachment 1, the sale and transfer of the Company’s water and wastewater assets to the Town of Florence will not be moving forward. Johnson Utilities is very mindful of the amount of work that has gone into this proceeding by the Utilities Division Staff, the Hearing Division, the Administrative Law Judge and the intervenors in this docket, and the Company does not file this motion without careful consideration of all of the relevant facts. Contemporaneous with the filing of this motion, the Company is filing notices in the other active Johnson Utilities dockets requesting that the Commission move forward with those dockets.

RESPECTFULLY submitted this 23<sup>rd</sup> day of May, 2014.

BROWNSTEIN HYATT FARBER SCHRECK LLP



Jeffrey W. Crockett, Esq.  
One East Washington Street, Suite 2400  
Phoenix, Arizona 85004  
Attorneys for Johnson Utilities, L.L.C.

1 ORIGINAL and thirteen (13) copies of the foregoing  
2 filed this 23<sup>rd</sup> day of May, 2014, with:

3 Docket Control  
4 ARIZONA CORPORATION COMMISSION  
5 1200 West Washington Street  
6 Phoenix, Arizona 85007

7 COPY of the foregoing hand-delivered  
8 this 23<sup>rd</sup> day of May, 2014, to:

9 Lyn Farmer, Chief Administrative Law Judge  
10 Hearing Division  
11 ARIZONA CORPORATION COMMISSION  
12 1200 West Washington Street  
13 Phoenix, Arizona 85007

14 Janice Alward, Chief Counsel  
15 Legal Division  
16 ARIZONA CORPORATION COMMISSION  
17 1200 West Washington Street  
18 Phoenix, Arizona 85007

19 Steve Olea, Director  
20 Utilities Division  
21 ARIZONA CORPORATION COMMISSION  
22 1200 West Washington Street  
23 Phoenix, Arizona 85007

24 Copy of the foregoing mailed and e-mailed  
25 this 23<sup>rd</sup> day of May, 2014, to:

26 Daniel Pozefsky, Chief Counsel  
27 RESIDENTIAL UTILITY CONSUMER OFFICE  
28 1110 West Washington Street  
Phoenix, Arizona 85007  
E-mail: [dpozefsky@azruco.gov](mailto:dpozefsky@azruco.gov)

Michele Van Quathem  
RYLEY CARLOCK & APPLEWHITE  
One North Central Avenue, Suite 1200  
Phoenix, Arizona 85004-4417  
E-mail: [MVQ@rcalaw.com](mailto:MVQ@rcalaw.com)

1 James E. Mannato, Town Attorney  
2 TOWN OF FLORENCE  
3 P.O. Box 2670  
4 775 N. Main Street  
5 Florence, Arizona 85232-2670  
6 E-mail: [James.Mannato@florenceaz.gov](mailto:James.Mannato@florenceaz.gov)

7 William J. Sims III  
8 SIMS MURRAY, LTD  
9 2020 N. Central Avenue, Suite 670  
10 Phoenix, Arizona 85004  
11 E-mail: [wjsims@simsmurray.com](mailto:wjsims@simsmurray.com)

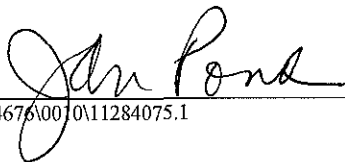
12 William H. Anger  
13 ENGELMAN BERGER, P.C.  
14 3636 N. Central Avenue, Suite 700  
15 Phoenix, Arizona 85012  
16 E-mail: [wha@eblawyers.com](mailto:wha@eblawyers.com)

17 Karen Christian  
18 30836 North Orange Blossom Circle  
19 San Tan Valley, Arizona 85143  
20 E-mail: [kchristi@gmx.com](mailto:kchristi@gmx.com)

21 Todd J. Hubbard  
22 30989 North Dry Creek Way  
23 San Tan Valley, Arizona 85143  
24 E-mail: [toddjhubbard@yahoo.com](mailto:toddjhubbard@yahoo.com)

25 Alden L. Weight  
26 928 West Desert Canyon Drive  
27 San Tan Valley, Arizona 85143  
28 [Alden\\_weight@msn.com](mailto:Alden_weight@msn.com)

Steve Pratt  
65 E. Macaw Ct.  
San Tan Valley, Arizona 85143  
E-mail: [Steve-pratt@cox.net](mailto:Steve-pratt@cox.net)



014676\0070\11284075.1

# **ATTACHMENT 1**

# *JOHNSON UTILITIES, L.L.C.*

5230 East Shea Boulevard, Suite 200 \* Scottsdale, Arizona 85254  
PH: (480) 998-3300; FAX: (480) 483-7908

22 May 2014

Charles Montoya  
Florence Town Manager  
Town of Florence  
P.O. Box 2670  
Florence, AZ 85132

Re: Johnson Utilities, L.L.C., an Arizona limited liability company ("Company")/The  
Town of Florence, Arizona, an Arizona municipal corporation ("Town")-Sale of  
Assets

Dear Charles,

This letter is in response to your letter to Johnson Utilities, which was not on  
Town letterhead, dated May 15, 2014 and to more recent actions of the Town.

Based on your testimony and the May 21, 2014 closing statement of the Town  
Attorney to the Arizona Corporation Commission, it is clear that the Town has turned  
down the offer of Johnson Utilities to sell its assets to the Town.

Johnson Utilities and the Town reached agreement on the price and terms of the  
sale of the assets in 2013 in anticipation of a February, 2014 closing, but in no event later  
than the Town's fiscal year end of June 30, 2014. This was sufficient to cause Johnson  
Utilities to file its application with the Arizona Corporation Commission on December  
31, 2013. Very recent changes in the Town's position have baffled Johnson Utilities.  
For example, the information requested in your May 15, 2014 letter has only recently  
been a condition to the Town considering the Asset Purchase Agreement (see your April  
9, 2014 testimony at the Arizona Corporation Commission which mentioned no such  
condition).

Both the Arizona Corporation Commission and The Industrial Development  
Authority of the City of Phoenix, Arizona required a signed Asset Purchase Agreement  
for the transaction to move forward. The Town filed a recent application with the  
Authority which further indicated to Johnson Utilities that it had proceeded in good faith  
in filing its application with the Arizona Corporation Commission and in its continued  
dealings with the Town. The Town never varied the testimony it prefiled with the  
Arizona Corporation Commission nor moved to alter the Commission's April 4, 2014  
Procedural Order.

Over the months of discussions the Town changed its mind on many issues. The Town's changes were difficult to deal with, e.g., initially filing the Asset Purchase Agreement with the Arizona Corporation Commission using its Municipal Property Corporation and then changing its mind (that is why we negotiated two separate Asset Purchase Agreements), insisting that the Town can only pledge gross revenues instead of net revenues, then changing its mind to being uncomfortable with a Bond Trustee distributing money for operating expenses, the Town being agreeable with a Bond Trustee then desiring the use of a Bond Trustee for less than 30 years (Johnson Utilities then agreed to 20 years), then the Town being uncomfortable with a Bond Trustee at all, etc. It was only on May 20, 2014, that Johnson Utilities officially learned that the Town had changed its mind on needing to close the transaction by the end of its June 30, 2014 fiscal year end, when you so testified at the Arizona Corporation Commission. Other key changes in the Town's position materially impacted the financing of the sale.

As to the substance of your requests, Johnson Utilities wants to point out that the Town's expert consultants have previously reviewed most of the agreements requested in your May 15, 2014 letter at our offices. Other documents that you have belatedly requested are normally produced after agreements are reached. For example, no one normally prepares preliminary title reports until an agreement is reached (and, the Town could have ordered such reports any time it wished as it has the complete list of the assets).

As noted in my earlier letter to you, Johnson Utilities offered its assets (system) for sale and allowed the Town the first opportunity to purchase. We agreed on the purchase price, the assets to be conveyed, a management transition and even provided that the Town would not have to cover any cash shortfall for years. After months of negotiations, we have learned from your testimony and the Town Attorney's closing statement at the Arizona Corporation Commission that the Town apparently disagrees with substantive terms and conditions of the purchase.

Johnson Utilities has satisfied all of its obligations to the Town. The voters of the Town have approved the sale in the May 20, 2014 election; presumably based on the Asset Purchase Agreement presented to the Town Council and to the Arizona Corporation Commission in late March and early April 2014. The Town has withdrawn its offer of purchase after having been given the first opportunity. In order to be clear on the import of the Town's conduct, Johnson Utilities revokes its willingness to sign any agreement with the Town concerning the sale of its assets to the Town.

Sincerely,

  
George Johnson

CC: Florence Town Council



# TOWN OF FLORENCE

## Community Development Department

---

---

### MEMO

To: Charles Montoya, Town Manager  
Lisa Garcia, Deputy Town Manager

From: Mark Eckhoff, AICP, Community Development Director

Date: May 5, 2014 Town Council Meeting

Re: Activity Report

---

Major updates for this Department are as follows:

- Staff met with the Arizona government relations person with the ICC (International Code Council) to review how we can enhance the benefits of using the International Existing Building Code to help with the adaptive re-use of older buildings in the core of Florence. Staff also reached out to other Arizona communities for possible code or policy ideas. An amendment will be presented to Council for consideration in the future.
- The Community Development Director was on a Career Fair panel in April 2014 to help mentor students and upcoming professionals in ASU's School of Geographical Sciences and Planning. The Director is encouraging a few highly motivated students to try and establish a young planners group that will help get young planners (students and new professionals) more engaged in the profession and their professional organizations.
- The Community Development Director and Senior Planner are attending the American Planning Association's (APA) Annual Conference. Both are covering part of their conference and travel costs personally and the Director is also receiving some assistance from the Arizona Chapter of the APA since he will also be representing the Chapter at the meeting as the current President of the Arizona Chapter of the APA. The Director also sits on the Chapter President's Council, which consists of the Presidents of all APA Chapter.
- Town staff approved the Design Review application for the new Anthem at Merrill restaurant. Initial site work has commenced on this site and construction on the building should be underway shortly. It is noted that construction plans have been approved by the Town for quite some time and the construction schedule is completely up to Pulte/Del Webb.
- A new ice vending kiosk will be added adjacent to the water vending machines on Main Street.

- There are plans to locate a beauty shop within a long vacated modular office in Florence Gardens. Staff supports this use and is working with applicant on developing plans and obtaining permits for this project.
- A guitar and retail shop is proposing to locate within the vacant Mauk building on Main Street adjacent to the Main Street wooden mural.
- The Director provided his testimony along with others at the ADEQ hearing on the proposed Curis Pilot project APP.
- The American Legion is refurbishing their existing signage in front of their building in order to exhaust the remains of a past grant.
- The Windmill Winery has contracted with artist Gary Drysdale (Caricatures by Gary Drysdale) to produce renderings of a mural that is proposed to be displayed on the northwest corner of Butte Avenue and Main Street per HDAC approval. The artist and the Windmill Winery are modifying the artwork based on comments received from the HDAC.
- Work on the proposed Magic Ranch and Arizona Farms annexations will be ongoing for the next several months. Staff is working with property owners, builders and developers to address concerns and work through possible agreements, zoning applications, etc. Regular negotiations on PADA's in occurring at this stage of the process. It is noted that staff is working on eighteen possible PADAs for these annexations.
- Two Minor General Plan Amendments within the Magic Ranch annexation area were just approved. Staff is now reviewing updated zoning requests for these sites.
- Staff is continuing to work on a new Zoning District (RRES) to better mirror the zoning for Wild Horse Estates. As directed by Town Council, staff brought the RRES Zoning Ordinance back to Planning and Zoning Commission for refinement and a new recommendation.
- The 30 acre Redstone Ranch annexation and companion zone change is nearly finalized.
- The Anthem American Leadership Academy charter school across from the Florence Hospital is scheduled to open their campus for the 2014-2015 school year and have started the enrollment process for new students.



- Territory Square CLOMR/LOMR projects are moving ahead and on schedule. FEMA has approved the CLOMR on the phase one site (40 acres). The CLOMR for the full Territory Square site has been submitted to FEMA. The Director prepared an RFP for Site Grading on the 40 acre site so that budgeted work can precede the major planned work related to the construction of a library and other facilities planned for the site. The site grading work is also required to obtain the FEMA LOMR for the site.
- Staff is reviewing options to construct an interim road across the Territory Square site that would connect the north end of Main Street to Highway 79.
- Staff is assisting with the RFQ and RFP for the proposed municipal improvements on the Town's 40 acre Territory square site.
- The attached permit spreadsheet shows that the Town issued 14 single-family home permits for March of 2014.
- Staff continues to work on Town of Florence Development Code text amendments.
- Code compliance efforts are ongoing, but limited by staff shortages. Fortunately, the Police Department continues to assist with trash and bulk pick up compliance issues.
- The Haydon Building Corp. was awarded the contract for the Padilla Park at Silver King Plaza project. A contract has been entered into for this work and much work has occurred to date, including a site survey and the preparation of 30% construction plans. The Director is the Project Manager on this project and, along with the contractor, they are holding regular project meetings with other departments and also keeping SHPO and various Boards and Commissions up to date on this project.
- After a meeting hiatus, staff expects there to be a project meeting update on the ADOT North-South Corridor study in early May. Meanwhile, the Director has met with many major stakeholders about working towards further refining or narrowing the Town's preferred corridor for the future North-South freeway.
- Florence and Coolidge staff met with the ADOT Passenger Rail Study team to listen to a project update and their team agreed to present an update to our respective Council's in May.
- The Johnson Ranch Estates DA was approved and staff continues to work with Mr. Johnson and his team on his updated planning documents for this project.
- Staff is working with MAG on a Southeast Valley Transit study.

- Staff is working with several downtown property owners that wish to re-zone their properties to DC.
- Staff is working to get HDAC members to the next Historic Preservation conference in June. Staff is pursuing grants from SHPO to cover registrations and the possible use of professional development money to cover lodging costs at this meeting.
- Staff is obtaining general inquiries about proposed solar farms in the area, including within the Merrill Ranch and Monterra master planned communities.
- After neighborhood opposition was expressed at a recent public hearing, the Planning and Zoning Commission continued the Utility Departments' request to rezone and develop a site at Quartz Street and 20<sup>th</sup> Street until the Town's plans for this parcel were clearer and could first be shared with surrounding property owners at a neighborhood meeting.
- Pinal Federal Credit Union is working with staff on their plans for the former Big-O Tires building. Staff is working on the sketch plans to remodel the former bank facility for the use of the Community Development and IT Departments.
- The vacant Building Inspector position was recently filled by Mr. Jason Penrod. The department is pursuing a highly qualified candidate for the vacant Senior Building Inspector position and we hope to have this position filled in May. In the interim, Public Works is allowing Carroll Michael to assist us in keeping up with building safety related work.

## TOWN OF FLORENCE Building Permits for 2005 Thru 2014

Month	SFR 2005	SFR 2006	SFR 2007	SFR 2008	SFR 2009	SFR 2010	SFR 2011	SFR 2012	SFR 2013	SFR 2014	M/F 2005 thru 2013	M/F 2014	M/H 2005	M/H 2006	M/H 2007	M/H 2008	M/H 2009	M/H 2010	M/H 2011	M/H 2012	M/H 2013	M/H 2014	C/I 2005	C/I 2006	C/I 2007	C/I 2008	C/I 2009	C/I 2010	C/I 2011	C/I 2012	C/I 2013	C/I 2014	Other 2005	Other 2006	Other 2007	Other 2008	Other 2009	Other 2010	Other 2011	Other 2012	Other 2013	Other 2014
Jan.	1	6	29	51	1	20	4	7	20	16	0	0	1	3	4	3	1	2	1	1	0	1	0	0	1	5	0	0	1	0	0	0	30	13	28	23	42	33	32	32	35	61
Feb.	3	53	27	46	0	23	5	7	10	8	0	0	0	4	5	3	2	3	0	2	0	0	0	1	2	2	3	3	0	2	0	2	21	3	27	28	22	33	22	30	27	50
Mar.	13	51	58	48	3	29	5	8	20	14	0	0	3	6	6	4	2	1	2	0	2	1	0	4	3	3	5	1	2	1	1	4	16	20	32	29	44	12	34	30	48	35
April	2	38	36	50	23	17	26	4	27		0		2	9	5	1	0	1	4	0	0		0	1	2	7	1	4	3	2	3		12	10	16	30	48	29	32	20	38	
May	1	50	53	53	33	24	16	20	14		0		3	13	1	0	1	1	1	1	1		0	3	3	9	1	0	2	1	1		12	10	26	14	14	28	31	33	41	
June	5	90	52	52	28	23	11	22	15		0		4	4	2	0	2	2	1	0	0		0	2	2	1	2	1	4	0	6		19	12	21	33	27	33	23	35	19	
July	3	32	54	57	35	15	5	12	11		0		2	5	1	0	0	1	0	0	0		0	2	3	2	1	0	6	6	1		9	16	22	36	26	14	17	24	24	
Aug.	0	19	32	38	16	6	13	12	19		0		1	1	3	0	0	0	1	0	0		0	0	0	9	3	1	1	1	4		5	10	28	27	28	15	19	23	39	
Sept.	35	6	1	31	10	6	7	14	8		0		2	2	1	0	1	0	0	0	0		1	1	3	2	1	0	6	0	1		11	16	9	38	23	20	17	18	28	
Oct.	2	16	21	23	11	5	7	12	14		0		4	6	2	2	0	0	0	2	2		5	4	2	2	2	1	1	0	4		17	16	30	56	21	20	18	40	56	
Nov.	2	20	17	18	24	5	8	8	11		0		4	2	2	1	0	3	1	0	0		9	1	3	4	2	0	0	1	1		19	35	16	30	33	37	41	33	41	
Dec.	33	26	31	0	17	0	5	12	13		0		2	7	4	1	3	0	1	0	1		2	2	1	1	1	2	2	0	0		57	27	18	20	25	23	31	42	34	
<b>Total</b>	<b>100</b>	<b>407</b>	<b>411</b>	<b>467</b>	<b>201</b>	<b>173</b>	<b>112</b>	<b>138</b>	<b>182</b>	<b>38</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>62</b>	<b>36</b>	<b>15</b>	<b>12</b>	<b>14</b>	<b>12</b>	<b>6</b>	<b>6</b>	<b>2</b>	<b>17</b>	<b>21</b>	<b>25</b>	<b>47</b>	<b>22</b>	<b>13</b>	<b>28</b>	<b>14</b>	<b>22</b>	<b>6</b>	<b>228</b>	<b>188</b>	<b>273</b>	<b>364</b>	<b>353</b>	<b>297</b>	<b>317</b>	<b>360</b>	<b>430</b>	<b>146</b>

1. SFR = New Single Family Residential Homes

4. C/I = Commercial/Industrial New/Tenant Improvements

2. M/F = New Multi-Family Residential (duplexes, triplexes, apartments, etc.)

5. Other = Pools, Sheds, Fences, Signs, etc.

3. M/H = Manufactured Homes, Mobile Homes and Park Models



# TOWN OF FLORENCE

## Community Development Department

---

---

### MEMO

To: Charles Montoya, Town Manager  
Lisa Garcia, Deputy Town Manager

From: Mark Eckhoff, AICP, Community Development Director

Date: June 2, 2014 Town Council Meeting

Re: Activity Report

---

Major updates for this Department are as follows:

- Staff is working on the development of an Adaptive Reuse Program and is presenting draft concepts at work sessions for comments and directions.
- Staff is looking to make modifications to the Town's sign code and is presenting this matter at work sessions for comments and direction.
- The Community Development Director was on a Career Fair panel in April 2014 to help mentor students and upcoming professionals in ASU's School of Geographical Sciences and Planning. The Director is encouraging a few highly motivated students to try and establish a young planners group that will help get young planners (students and new professionals) more engaged in the profession and their professional organizations.
- The Community Development Director and Senior Planner attended the American Planning Association's (APA) Annual Conference. Both covered part of their conference and travel costs personally and the Director is also receiving some assistance from the Arizona Chapter of the APA since he will also represent the Chapter at the meeting as the current President of the Arizona Chapter of the APA. The Director also sits on the Chapter President's Council, which consists of the Presidents of all APA Chapter.
- Town staff approved the Design Review application for the new Anthem at Merrill restaurant. Initial site work has commenced on this site and construction on the building should be underway shortly. It is noted that construction plans have been approved by the Town for quite some time and the construction schedule is completely up to Pulte/Del Webb.

- There are plans to locate a beauty shop within a long vacated modular office in Florence Gardens. Staff supports this use and is working with applicant on developing plans and obtaining permits for this project. An Administrative (staff reviewed) Design Review was approved for this project.
- A guitar and retail shop is proposing to locate within the vacant Mauk building on Main Street adjacent to the Main Street wooden mural. Staff is also working with the new owner of the old National Bank of Arizona building to locate a restaurant at that location.
- The Director provided his testimony along with others at the ADEQ hearing on the proposed Curis Pilot project APP.
- The American Legion refurbished their existing signage in front of their building in order to exhaust the remains of a past grant.
- The Windmill Winery has contracted with artist Gary Drysdale (Caricatures by Gary Drysdale) to produce renderings of a mural that is proposed to be displayed on the northwest corner of Butte Avenue and Main Street per HDAC approval. The artist and the Windmill Winery are modifying the artwork based on comments received from the HDAC.
- Work on the proposed Magic Ranch and Arizona Farms annexations will be ongoing for the next several months. Staff is working with property owners, builders and developers to address concerns and work through possible agreements, zoning applications, etc. Regular negotiations on PADAs is occurring at this stage of the process. It is noted that staff is working on eighteen possible PADAs for these annexations.
- Staff is working on five zone changes within the proposed annexation areas.
- Staff is working on a Minor General Plan Amendment to update the Town's preferences for the proposed ADOT North-South Freeway Corridor.
- Staff is working on finalizing the new RRES Zoning District to better mirror the zoning for Wild Horse Estates.
- The 30 acre Redstone Ranch annexation and companion zone change was finalized.
- The Anthem American Leadership Academy charter school across from the Florence Hospital is scheduled to open their campus for the 2014-2015 school year and have started the enrollment process for new students.

- Territory Square CLOMR/LOMR projects are moving ahead and on schedule. FEMA has approved the CLOMR on the phase one site (40 acres). The CLOMR for the full Territory Square site has been submitted to FEMA. The Director prepared an RFP for Site Grading on the 40 acre site so that budgeted work can precede the major planned work related to the construction of a library and other facilities planned for the site. The site grading work is also required to obtain the FEMA LOMR for the site.

Responses to the aforementioned RFP have been received and contract negotiations will commence shortly with the preferred team.

- Staff is reviewing options to construct an interim road across the Territory Square site that would connect the north end of Main Street to Highway 79.
- Staff is assisting with the RFQ and RFP for the proposed municipal improvements on the Town's 40 acre Territory square site.
- The attached permit spreadsheet shows that the Town issued 11 single-family home permits for April of 2014.
- Staff continues to work on Town of Florence Development Code text amendments.
- Code compliance efforts are ongoing, but limited by staff shortages. Fortunately, the Police Department continues to assist with trash and bulk pick up compliance issues.
- The Haydon Building Corp. was awarded the contract for the Padilla Park at Silver King Plaza project. A contract has been entered into for this work and much work has occurred to date, including a site survey and the preparation of 90% construction plans. The Director is the Project Manager on this project and, along with the contractor, they are holding regular project meetings with other departments and also keeping SHPO and various Boards and Commissions up to date on this project.
- After a meeting hiatus, there was an agency meeting on the ADOT North-South Corridor study in May. Significant updates from that meeting:
  - Proposed corridors in draft ASR remain intact except that the initial environmental analysis suggests some refinements around the Adamsville/287 area.
  - A lot of initial work completed on toll feasibility and environmental studies.
  - Working to eliminate what they call fatal flaws from current draft ASR (which was not released to the public).
  - Hope to get updated draft ASR to the public by the end of this year and they will roll out a public awareness and meeting process in the Fall/Winter. Staff expressed to ADOT our concerns made the other night

with the Passenger Rail public process and they assured us they will make a significant effort to engage the local communities.

- There is some debate over whether this becomes an urban or rural corridor. This impacts the design speed, width, design, etc. It seems they might lean towards an urban design.
- Got first mention of possible interchange spacing, which they foresee at every 2-3 miles on an average.
- Project still be coordinated with the Passenger Rail Study and the AZ24 Study.
- Expressed Town's concerns about pace of project as pressure is picking up on land acquisitions, entitlements, development, etc. and it will be more challenging for us to help preserve our preferred corridors.
- There is hope to have a corridor set in 2016, but be aware that there remains no budgeting for r/w acquisition.
- FYI – Town is working a lot lately with Eldorado Holdings, Langley, Ron McCrae, the Dobson's and others to fine tune the alignment around the Felix-Attaway-AZ Farms Road area.
- Staff has been providing suggestions to the ADOT Passenger Rail Study team to help them with their community outreach efforts.
- The Johnson Ranch Estates DA was approved and staff continues to work with Mr. Johnson and his team on his updated planning documents for this project.
- Staff is working with MAG on a Southeast Valley Transit study.
- Staff is working with several downtown property owners that wish to re-zone their properties to DC.
- Staff is working to get HDAC members to the next Historic Preservation conference in June. Staff is pursuing grants from SHPO to cover registrations and the possible use of professional development money to cover lodging costs at this meeting.
- Staff is obtaining general inquiries about proposed solar farms in the area, including within the Merrill Ranch and Monterra master planned communities.
- After neighborhood opposition was expressed at a recent public hearing, the Planning and Zoning Commission continued the Utility Departments' request to rezone and develop a site at Quartz Street and 20<sup>th</sup> Street until the Town's plans for this parcel were clearer and could first be shared with surrounding property owners at a neighborhood meeting.

- Pinal Federal Credit Union is working with staff on their plans for the former Big-O Tires building. Staff is working on the sketch plans to remodel the former bank facility for the use of the Community Development and IT Departments.
- The vacant Building Inspector position was recently filled by Mr. Jason Penrod. A highly qualified candidate is set to fill the vacant Senior Building Inspector position in late May.



## TOWN OF FLORENCE Building Permits for 2005 Thru 2014

Month	SFR 2005	SFR 2006	SFR 2007	SFR 2008	SFR 2009	SFR 2010	SFR 2011	SFR 2012	SFR 2013	SFR 2014	M/F 2005 thru 2013	M/F 2014	M/H 2005	M/H 2006	M/H 2007	M/H 2008	M/H 2009	M/H 2010	M/H 2011	M/H 2012	M/H 2013	M/H 2014	C/I 2005	C/I 2006	C/I 2007	C/I 2008	C/I 2009	C/I 2010	C/I 2011	C/I 2012	C/I 2013	C/I 2014	Other 2005	Other 2006	Other 2007	Other 2008	Other 2009	Other 2010	Other 2011	Other 2012	Other 2013	Other 2014
Jan.	1	6	29	51	1	20	4	7	20	16	0	0	1	3	4	3	1	2	1	1	0	1	0	0	1	5	0	0	1	0	0	0	30	13	28	23	42	33	32	32	35	61
Feb.	3	53	27	46	0	23	5	7	10	8	0	0	0	4	5	3	2	3	0	2	0	0	0	1	2	2	3	3	0	2	0	2	21	3	27	28	22	33	22	30	27	50
Mar.	13	51	58	48	3	29	5	8	20	14	0	0	3	6	6	4	2	1	2	0	2	1	0	4	3	3	5	1	2	1	1	4	16	20	32	29	44	12	34	30	48	35
April	2	38	36	50	23	17	26	4	27	11	0	0	2	9	5	1	0	1	4	0	0	2	0	1	2	7	1	4	3	2	3	3	12	10	16	30	48	29	32	20	38	45
May	1	50	53	53	33	24	16	20	14		0		3	13	1	0	1	1	1	1	1		0	3	3	9	1	0	2	1	1		12	10	26	14	14	28	31	33	41	
June	5	90	52	52	28	23	11	22	15		0		4	4	2	0	2	2	1	0	0		0	2	2	1	2	1	4	0	6		19	12	21	33	27	33	23	35	19	
July	3	32	54	57	35	15	5	12	11		0		2	5	1	0	0	1	0	0	0		0	2	3	2	1	0	6	6	1		9	16	22	36	26	14	17	24	24	
Aug.	0	19	32	38	16	6	13	12	19		0		1	1	3	0	0	0	1	0	0		0	0	0	9	3	1	1	1	4		5	10	28	27	28	15	19	23	39	
Sept.	35	6	1	31	10	6	7	14	8		0		2	2	1	0	1	0	0	0	0		1	1	3	2	1	0	6	0	1		11	16	9	38	23	20	17	18	28	
Oct.	2	16	21	23	11	5	7	12	14		0		4	6	2	2	0	0	0	2	2		5	4	2	2	2	1	1	0	4		17	16	30	56	21	20	18	40	56	
Nov.	2	20	17	18	24	5	8	8	11		0		4	2	2	1	0	3	1	0	0		9	1	3	4	2	0	0	1	1		19	35	16	30	33	37	41	33	41	
Dec.	33	26	31	0	17	0	5	12	13		0		2	7	4	1	3	0	1	0	1		2	2	1	1	1	2	2	0	0		57	27	18	20	25	23	31	42	34	
Total	100	407	411	467	201	173	112	138	182	49	0	0	28	62	36	15	12	14	12	6	6	4	17	21	25	47	22	13	28	14	22	9	228	188	273	364	353	297	317	360	430	191

1. SFR = New Single Family Residential Homes

2. M/F = New Multi-Family Residential (duplexes, triplexes, apartments, etc.)

3. M/H = Manufactured Homes, Mobile Homes and Park Models

4. C/I = Commercial/Industrial New/Tenant Improvements

5. Other = Pools, Sheds, Fences, Signs, etc.



Revisions:

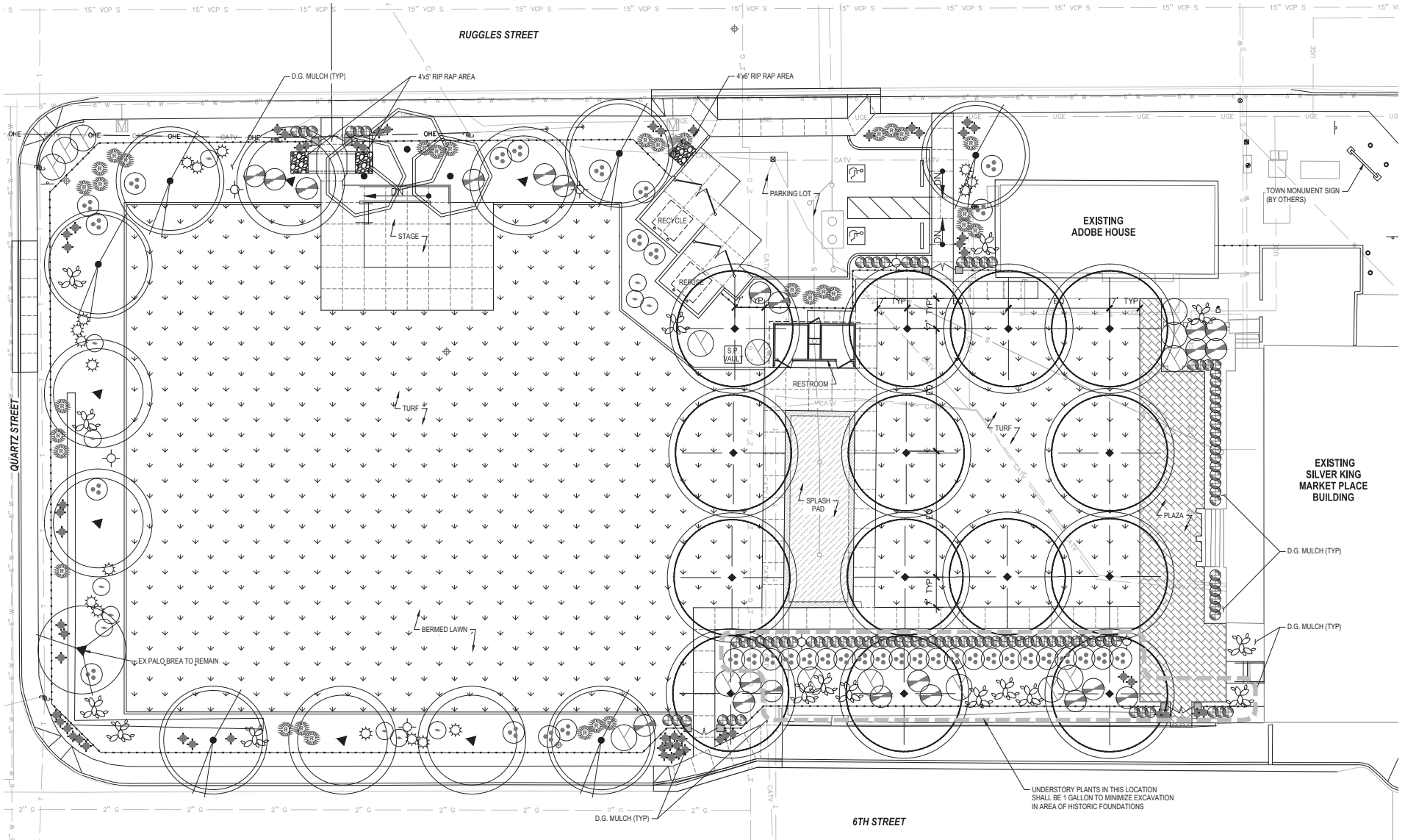
No.	Date	Revision

Drawing Title:  
**LANDSCAPE PLAN**

Issued for:  
 90% Submittal  
 May 9, 2014

Project No:  
 Haydon 0003

Drawing No:  
**L7**  
 Sheet No:  
 10 of 18



**INERT MATERIAL**  
 DECOMPOSED GRANITE ROCK MULCH (D.G.):  
 3/4" MINUS "APACHE BROWN" FROM  
 KALAMAZOO MATERIALS, SEE DETAIL 9L2  
 QUANTITY: 15,000 SF  
 RIP RAP: 4"-8" "APACHE BROWN" FROM  
 KALAMAZOO MATERIALS  
 QUANTITY: 60 SF

**LEGEND**

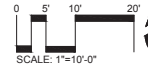
TREES	SIZE	QTY
<i>CHILOPSIS LINEARIS</i> DESERT WILLOW	24" BOX 1.25' CAL.	3
<i>PARKINSONIA</i> 'DESERT MUSEUM' DESERT MUSEUM PALOVERDE	24" BOX 1.25' CAL.	6
<i>PROSOPIS ALBA</i> 'COOPERI' COOPER'S MESQUITE	24" BOX 1.5' CAL.	6

TREES, CONTINUED	SIZE	QTY
<i>QUERCUS VIRGINIANA</i> LIVE OAK	24" BOX 1.5' CAL.	14
<i>BOUTELOUA GRACILIS</i> 'BLOND AMBITION'	1 GAL.	17
<i>HESPERALOE PARVIFOLIA</i>	1 GAL.	32
<i>OPUNTIA CACTUSNANA</i> 'ELLISIANA'	5 GAL.	16

SHRUBS & GROUNDCOVERS	SIZE	QTY
<i>BACCHARIS</i> 'STARN THOMPSON'	24" BOX 1.5' CAL.	14
<i>LEUCOPHYLLUM LAEVIGATUM</i>	1 GAL.	17
<i>LOWICERA x AMERICANA</i> 'PAM'S PINK'	1 GAL.	32
<i>MYRTUS COMMUNIS</i> 'COMPACTA'	5 GAL.	16
<i>RHUS TRILOBATA</i> 'AUTUMN AMBER'	1 GAL.	17
<i>TEUCRIMUM CHAMAEDRYIS</i>	5 GAL.	16

SHRUBS & GROUNDCOVERS	SIZE	QTY
COYOTE BUSH	5 GAL.	12
CHIHUAHUAN SAGE	5 GAL.	38
PAM'S PINK HONEYSUCKLE	5 GAL.	22
COMMON MYRTLE	5 GAL.	103
PROSTRATE SUMAC	5 GAL.	15
GERMANDER	1 GAL.	56

**TURF**  
 "BOB SOD" QUANTITY: 19,250 SF  
 \* UNLESS NOTED OTHERWISE ON PLANS



---

---

**MUNICIPAL COURT  
MEMORANDUM**

---

---

**TO:** CHARLES MONTOYA TOWN MANAGER  
**FROM:** KATHERINE KAISER, MAGISTRATE  
**RE:** APRIL MONTHLY REPORT  
**DATE:** MAY 2014



The Court has lost the part time clerk. She moved to Utah to assist her ailing parents. The good news is that we were able to steal a part timer from the library who was wanting more hours. She started April 28 and is in the process of OJT and the Pinal County trainer will also help in training.

The Senior Court clerk attended a clerks conference which gave her all her training hours for the calendar year.

May and June are the Judge's conferences and will complete her hours for the year also.

**ADDITIONAL MONIES COLLECTED FROM COLLECTION AGENCY  
AND ARIZONA STATE TAX INTERCEPTION: YEAR 2014 TOTALS**

VCS COLLECTIONS	F.A.R.E./T.I.P.S.
\$ -0-	\$62,241.85

**MONEY COLLECTED FOR VICTIM RESTITUTION: YEAR 2014  
TOTAL**

\$1,629.30

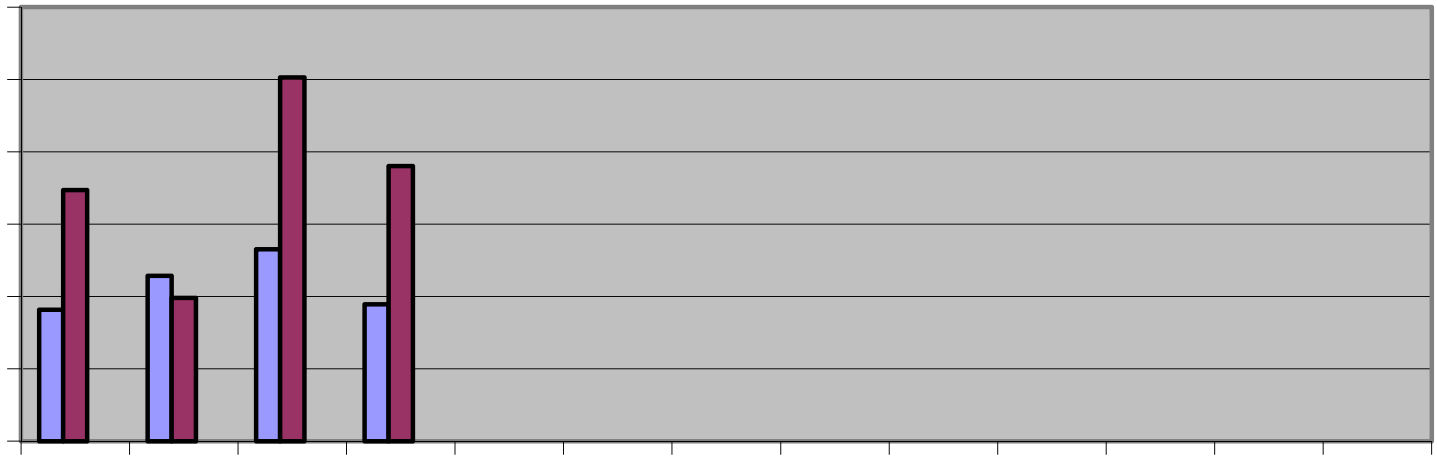
**MONEY COLLECTED FOR FLORENCE POLICE DEPARTMENT FOR  
DRIVING ON A SUSPENDED LICENSE AND THE NEW \$4  
ASSESSMENT: YEAR 2014 TOTAL**

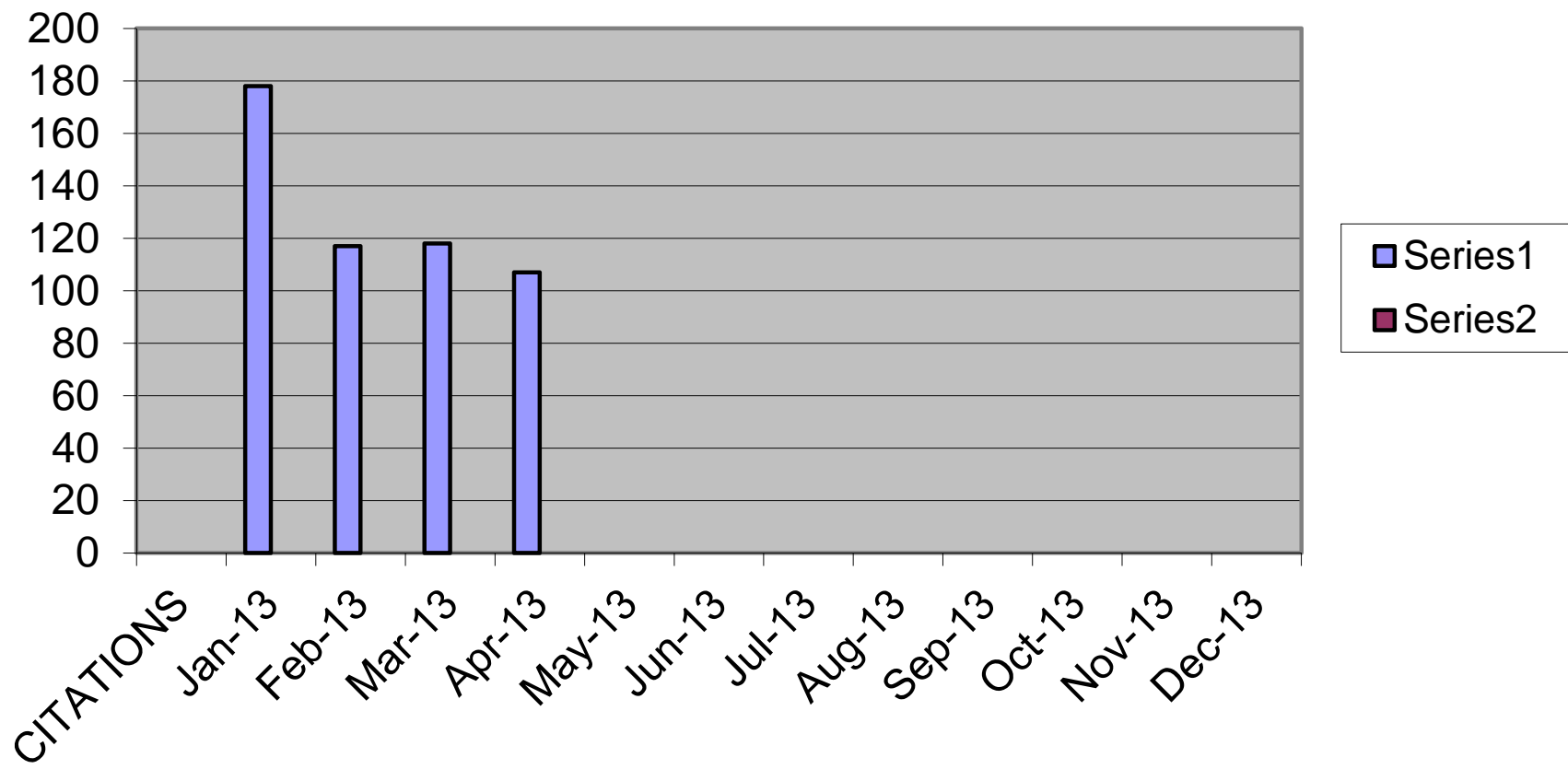
\$4,531.70

\$60,000.00  
\$50,000.00  
\$40,000.00  
\$30,000.00  
\$20,000.00  
\$10,000.00  
\$0.00

Jan-13  
Feb-13  
Mar-13  
Apr-13  
May-13  
Jun-13  
Jul-13  
Aug-13  
Sep-13  
Oct-13  
Nov-13  
Dec-13  
TOTALS

■ TOF& ■ TOTAL \$ ■ YEAR 2014





# Finance Memorandum

**To:** Charles Montoya, Town Manager  
**From:** Mike Farina, Finance Director  
**Date:** 5/19/2014  
**Re:** Finance Department Report

---

## **2014/15 Annual Budget and 2015-2019 Capital Improvement Program**

A draft of the Town Manager Recommended Proposed Annual Budget was delivered to Town Council on April 14 and discussed on April 23 in a Council Work Session. The draft 2015-2019 Capital Improvement Program was also delivered to Town Council on April 23. The budgets for the CFDs and grants were delivered and discussed with Council on May 14 in a Work Session.

Work continues on the development of the budget and CIP documents.

## **Prepayment of CFD Special Assessment Lien Bonds**

The CFDs have received prepayment amounts from property owners towards their special assessment principal. As we do every year, staff is working with Stifel Nicolaus and bond counsel preparing to exercise the option to redeem those portions of special assessment bonds.

## **Financial Report and Grants Activity Report**

Please see the attached April Monthly Financial Report and the Grants Activity Report. The Town was awarded a \$177,496 grant from the Maricopa Association of Governments to purchase a street sweeper. There is a 10% (\$10,729) match requirement. Acceptance of this grant is before Council on May 19.

Six grant application submittals totaling \$630,978 are awaiting award notification. Grant funding requests in the amount of \$505,232 will be before Council on May 19 for approval. Two grant applications totaling \$501,279 for housing rehabilitation have received Council approval to request funding and will be submitted on or before their respective due dates.

## Monthly Financial Report April 2014

The following charts and graphs are for financial activity (cash basis) for April 2014.

### Comparison of Revenue and Expenditures to Budget for the Town's Major Funds

Fund	Revenue			Expenditures		
	Budget	Actual	% Collected	Budget	Actual	% Expended
General	\$ 12,443,899	\$ 10,437,264	84%	\$ 11,042,491	\$ 9,378,221	85%
Capital Improvement	1,180,000	1,131,573	96%	7,447,075	2,476,608	33%
Highway User Revenue	2,601,737	1,957,444	75%	7,250,721	1,807,335	25%
Construction Tax - 4%	190,000	89,254	47%	-	-	100%
Food Tax - 2%	230,000	188,207	82%	-	-	100%
Town Water	2,962,100	2,347,871	79%	7,110,077	1,490,937	21%
Town Sewer	4,691,652	2,953,538	63%	5,298,162	2,252,786	43%
Sanitation	983,090	608,052	62%	828,119	607,035	73%
<b>Total</b>	<b>\$ 25,282,478</b>	<b>\$ 19,713,204</b>	<b>78%</b>	<b>\$ 38,976,645</b>	<b>\$ 18,012,921</b>	<b>46%</b>

- Reported on cash basis. Revenues reflect a one- to two- month lag in collections.

### Development Impact Fee Collections and Expenditures

Fee Fund	Beg. Fund Balance	Fee Collected	Interest	Transfers In	CIP	Professional Services	Ending Fund Balance
501 Sanitation	\$ 45,317	\$ -	\$ 238	\$ -	\$ -	\$ -	\$ 45,555
505 Transportation	667,966	79,140	3,808	-	-	233	750,681
506 General Government	1,206,996	-	6,337	-	-	233	1,213,100
508 Police	354,107	96,673	1,762	-	103,683	233	348,626
509 Fire/EMS	1,789,931	108,695	3,502	1,295,749	3,011,147	233	186,497
510 Parks	1,212,950	56,265	6,627	-	-	233	1,275,609
511 Library	791,178	12,789	4,174	-	-	233	807,908
596 Florence Water	110,203	-	422	-	-	-	110,625
597 Florence Sewer	356,012	-	1,522	-	-	-	357,534
598 North Florence Water	9,513	-	537	-	-	-	10,050
599 North Florence Sewer	12,173	-	60	-	-	-	12,233
<b>Total</b>	<b>\$ 6,556,346</b>	<b>\$ 353,562</b>	<b>\$ 28,989</b>	<b>\$ 1,295,749</b>	<b>\$ 3,114,830</b>	<b>\$ 1,398</b>	<b>\$ 5,118,418</b>

**Monthly Financial Report**  
**April 2014**

Comparison of General Fund Revenue and Expenditures Actual to Budget

<b>GENERAL FUND</b>	<b>Budget</b>	<b>Actual</b>	<b>Budget to Actual</b>
<b><u>Revenue by Category</u></b>			
Taxes	\$ 3,014,526	\$ 2,290,703	76.0%
Licenses and Permits	284,000	372,026	131.0%
Franchise Fees and Taxes	420,180	378,814	90.2%
Intergovernmental	6,174,993	4,888,611	79.2%
CE Inspection Fees	120,000	1,334	1.1%
Civil Engineering Fees	40,000	18,700	46.8%
Community Development Fees	122,000	85,985	70.5%
Charges-General Government	152,988	72,827	47.6%
Cemetery Fees	17,500	8,939	51.1%
Public Safety-Police	91,800	30,329	33.0%
Parks and Recreation	63,150	76,909	121.8%
Fines and Forfeitures	180,410	167,769	93.0%
Interest Earnings	23,000	63,992	278.2%
Public Safety-Fire	57,500	42,572	74.0%
Library	83,700	74,044	88.5%
Miscellaneous	59,420	155,552	261.8%
Downtown Redevelopment	8,280	5,176	62.5%
Government Access Channel	6,615	3,550	53.7%
Seniors Fees	16,700	20,553	123.1%
Operating Transfer	1,507,137	1,678,880	111.4%
<b>Total Revenue</b>	<b>\$ 12,443,899</b>	<b>\$ 10,437,264</b>	<b>83.87%</b>
<b><u>Expenditures by Department</u></b>			
Town Council	\$ 152,324	\$ 79,307	52.1%
Administration	673,404	536,704	79.7%
Courts	278,448	195,815	70.3%
Legal	255,460	224,538	87.9%
Finance	908,947	670,199	73.7%
Human Resources	214,794	172,166	80.2%
Community Development	561,700	414,392	73.8%
Police Services	3,771,703	2,712,095	71.9%
Fire Services	298,109	2,149,628	721.1%
Information Technology	980,608	422,445	43.1%
Parks & Recreation Services	870,911	921,382	105.8%
Library	367,040	281,062	76.6%
Engineering	176,435	75,676	42.9%
General Government	623,085	386,618	62.0%
Cemetery	25,550	9,742	38.1%
Economic Development	167,665	120,953	72.1%
Operating Transfers	716,308	5,500	0.8%
<b>Total Expenditures</b>	<b>\$ 11,042,491</b>	<b>\$ 9,378,221</b>	<b>84.93%</b>

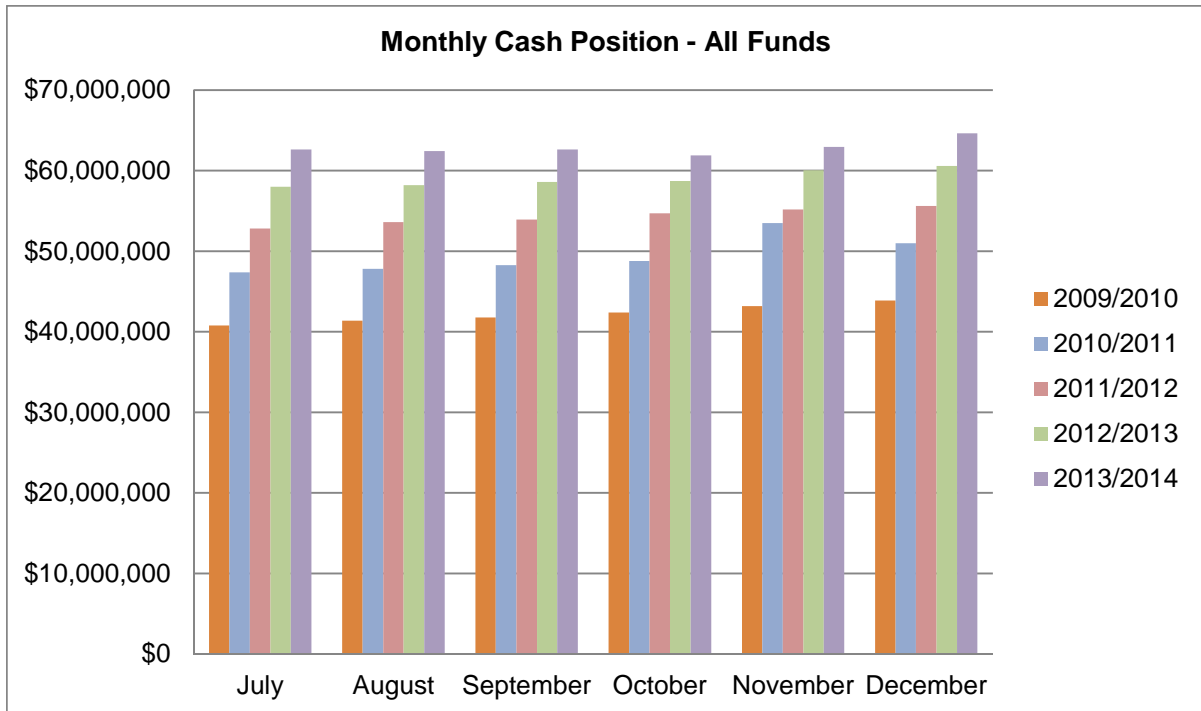
- Taxes, franchise fees and intergovernmental revenues reflect a one- to two- month lag in collections



## Monthly Financial Report April 2014

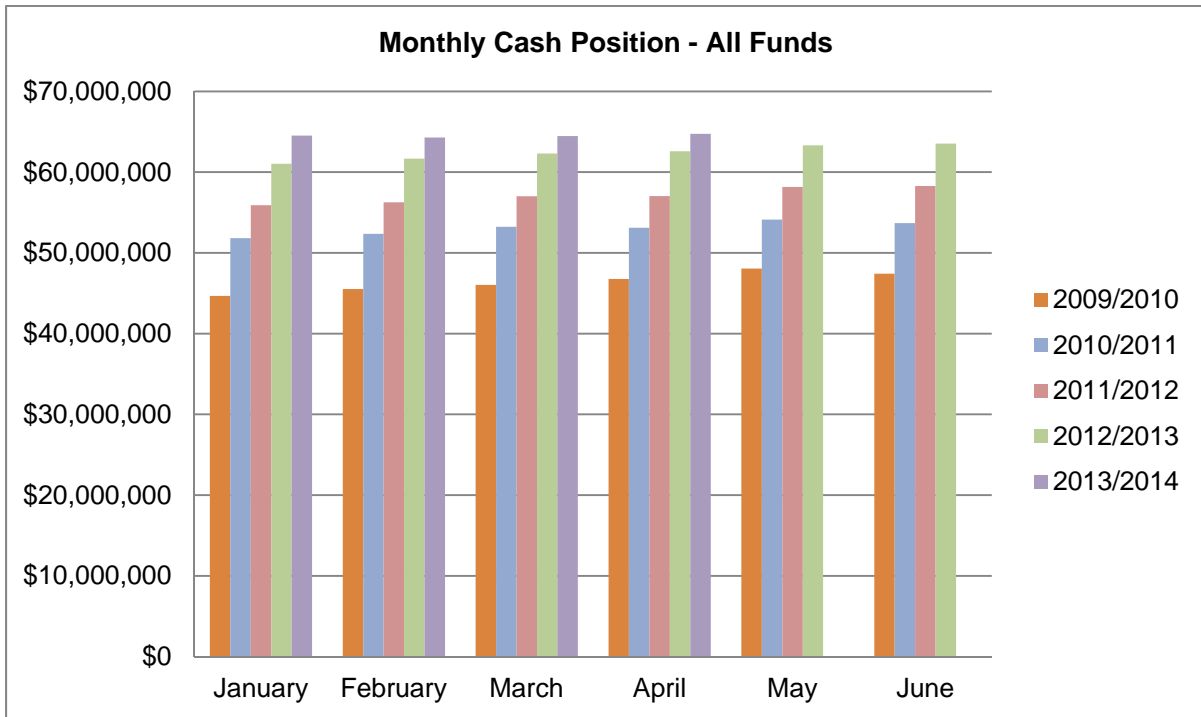
### Cash and Investments – Bank Balances and Monthly Yield

<u>Account - cash balance</u>	<b>Jul-13</b>	<b>Aug-13</b>	<b>Sep-13</b>	<b>Oct-13</b>	<b>Nov-13</b>	<b>Dec-13</b>
NB/AZ - General Checking	\$ 13,150,045	\$ 13,208,939	\$ 13,063,067	\$ 12,758,409	\$ 13,750,033	\$ 15,757,480
LGIP - 7256	8,878	8,879	8,879	8,880	8,880	8,880
LGIP - 5953	124,090	124,119	124,119	124,145	124,154	124,167
Stifel Nicolaus - Investments	49,350,566	49,114,225	49,430,484	49,014,518	49,052,504	48,739,832
NB/AZ - PD Evidence	4,548	4,548	4,548	6,650	6,651	4,970
<b>Total cash</b>	<b>\$ 62,638,127</b>	<b>\$ 62,460,710</b>	<b>\$ 62,631,097</b>	<b>\$ 61,912,602</b>	<b>\$ 62,942,222</b>	<b>\$ 64,635,329</b>
<u>Account - monthly yield</u>	<b>Jul-13</b>	<b>Aug-13</b>	<b>Sep-13</b>	<b>Oct-13</b>	<b>Nov-13</b>	<b>Dec-13</b>
National Bank Arizona	0.05%	0.05%	0.05%	0.05%	0.05%	0.0500%
LGIP - 7256	0.03%	0.03%	0.04%	0.06%	0.06%	0.0500%
LGIP - 5953	0.13%	0.14%	0.14%	0.12%	0.09%	0.1200%
Stifel Nicolaus - Investments	1.13%	1.15%	1.13%	1.13%	1.13%	1.1800%



## Monthly Financial Report April 2014

<b>Account - cash balance</b>	<b>Jan-14</b>	<b>Feb-14</b>	<b>Mar-14</b>	<b>Apr-14</b>	<b>May-14</b>	<b>Jun-14</b>
NB/AZ - General Checking	\$ 15,373,675	\$ 15,104,656	\$ 15,509,553	\$ 15,956,123		
LGIP - 7256	8,881	8,881	8,881	8,881		
LGIP - 5953	124,181	124,190	124,201	124,201		
Stifel Nicolaus - Investments	49,012,411	49,041,298	48,807,339	48,637,507		
NB/AZ - PD Evidence	4,926	4,970	4,970	4,692		
<b>Total cash</b>	<b>\$ 64,524,074</b>	<b>\$ 64,283,995</b>	<b>\$ 64,454,944</b>	<b>\$ 64,731,404</b>		
<b>Account - monthly yield</b>	<b>Jan-14</b>	<b>Feb-14</b>	<b>Mar-14</b>	<b>Apr-14</b>	<b>May-14</b>	<b>Jun-14</b>
National Bank Arizona	0.0500%	0.0500%	0.0500%	0.0500%		
LGIP - 7256	0.0500%	0.0500%	0.0500%	0.0500%		
LGIP - 5953	0.1300%	0.1000%	0.1000%	0.1000%		
Stifel Nicolaus - Investments	1.1700%	1.1300%	1.1000%	1.1000%		



**Grants Activity Report  
March 2014**

**SUBMITTED GRANTS**



**1. 2014 US Department of Justice Bulletproof Vest Program**

The Town will submit a grant request to the Department of Justice for **\$2,712** to purchase six bulletproof vests for new officers and to replace worn vests. This grant pays for half the cost of a vest. The application is due May 13.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. N/A Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Update: The application was submitted May 9. Award announcements are expected in July.

**2. 2013 Maricopa Association of Governments Certified Street Sweeper Grant**

The Town was awarded funding in the amount of **\$177,496** for a PM-10 Street Sweeper.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. N/A Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Update: The Town Council is expected to vote to accept the funds at its May 19 meeting. The Town is expected to match the funding amount with an additional **\$10,729**. The total project amount is \$188,225.

Month's Expenditures: None

**3. 2015 Arizona Department of Homeland Security**

The Town submitted an application in the amount of **\$9,582** for (6) Ballistic Shields to be used for tactical response situations.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Status: A recommendation was made to award **\$7,500** for the shields. Official award announcements will be made in July.

Month's Expenditures: None

**Grants Activity Report  
March 2014**

**4. High Intensity Drug Trafficking Area (HIDTA)**

The Town submitted a budget request in the amount of **\$107,000** to pay for one officer to participate in the HIDTA program. This grant is generally renewed every year. Award amounts will be announced in about a year.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Status: Budget request submitted. Announcements will be made in about a year.

Month's Expenditures: None

---

**5. 2015 Arizona Governor's Office of Highway Safety (AZGOHS)**

The Town submitted an application in the amount of **\$75,637** for (1) 2015 Chevrolet Tahoe – DUI vehicle, Accident Investigation Equipment, and Overtime Funds to be used for traffic enforcement.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Status: Application submitted. Announcements will be made in May.

Month's Expenditures: None

---

**6. 2013 Assistance to Firefighters Grant (AFG)**

The Town submitted an application in the amount of **\$210,000** for a Mini Pumper that will enhance the safety and effectiveness of firefighting. A 10% Town match (\$21,000) is required.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Status: Application submitted. Grants are undergoing peer review.

Month's Expenditures: None

---

**Grants Activity Report  
March 2014**

**7. 2013 Assistance to Firefighters Grant (AFG)**

The Town submitted an application in the amount of **\$226,047** for communication equipment that will solve interoperability and compatibility issues for the firefighters. A 10% Town match (\$22,605) is required.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Status: Application submitted. Grants are undergoing peer review.

Month's Expenditures: None

---

**Grants Activity Report  
March 2014**

**APPLICATIONS IN PROGRESS**

**1. Gila River Indian Community Tribal Gaming Funds – Booking Workstation**

The Police Department is requesting **\$40,000** in Gila River Indian Community Tribal Gaming Funds to purchase a LiveScan Booking Workstation. This equipment would be used to improve the quality and reliability of fingerprints and palm prints.

Update: All funding requests to Gila River must be approved by Council resolution. This request will be on the May 19 Town Council agenda. The application is due to the Gila River Indian Community June 6.

**2. Gila River Indian Community Tribal Gaming Funds – Video Systems**

The Police Department is requesting **\$20,854** in Tribal Gaming Funds to purchase a point of view video system to improve transparency between the department and the community.

Update: The funding request will be on the May 19 Town Council agenda. The application is due June 6

**3. Gila River Indian Community Tribal Gaming Funds – Training Simulator**

The Police Department is requesting **\$59,000** in Tribal Gaming Funds to purchase training simulator equipment that is geared toward improving judgment calls in “Shoot, Don’t Shoot” scenarios.

Update: The funding request will be on the May 19 Town Council agenda. The application is due June 6.

**4. Gila River Indian Community Tribal Gaming Funds – Project Bridge Back-to-School**

Project Bridge, a non-profit organization, is seeking **\$100,000** in Tribal Gaming Funds to provide school supplies to 600 children in need during the 2015-16 school year. The organization plans to match the funding with another **\$66,000** in cash or donations. Tribal Gaming Funds can only be requested through a city, town or county.

Update: The funding request will be on the May 19 Town Council agenda. The application is due June 6.

**5. Gila River Indian Community Tribal Gaming Funds – Project Bridge Summer Meals**

Project Bridge is seeking **\$225,000** in Tribal Gaming Funds to provide food for 1,000 families in need during the summer of 2015. The organization plans to match the funding with \$291,000 in cash.

Update: The funding request will be on the May 19 Town Council agenda. The application is due June 6.

**Grants Activity Report  
March 2014**

**6. Gila River Indian Community Tribal Gaming Funds – American Legion Post #9**

American Legion Post #9 is seeking **\$60,378** in Tribal Gaming Funds to repair the roof of its building on Main Street.

Update: The funding request will be on the May 19 Town Council agenda. The application is due June 6.

**7. 2014 Community Development Block Grant (CDBG) – Owner Occupied Housing Rehabilitation**

The Town will submit a grant application in the amount of **\$226,279** to Arizona Department of Housing (ADOH) for Owner Occupied Housing Rehabilitation. The grant is part of the Central Arizona Governments Regional Account funds that are allotted to the Town every two years. The application is due to Central Arizona Governments June 2.

Status: The application was approved by Council in February.

**8. 2013 State Housing Fund (HOME) – Owner Occupied Housing Rehabilitation**

The Town will submit a grant application in the amount of **\$275,000** to Arizona Department of Housing (ADOH) to conduct Owner Occupied Housing Rehabilitation. The application is due June 16.

Update: A resolution was submitted for Council approval at the May 5 meeting. An environmental review is being prepared as a requirement of the funding source.

**Grants Activity Report  
March 2014**

**CURRENT FISCAL YEAR**

**1. 2013 High Intensity Drug Trafficking Alliance (HIDTA) 23 COT Grant Number HT12-2226**

HIDTA-23 program awarded **\$73,000** in federal funds for a police officer to participate as a member of the Pinal County Narcotics Task Force. This grant is administered by the Tucson Police Department.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 73,000
Town Match	
Total Expenditures	<u>(73,000)</u>
Fund Balance	\$ 0

Status: The project is on-going through the Tucson PD. HIDTA funds will be transferred into the account to cover the officer's salary/overtime expenses.

Month's Expenditures: None

---

**2. 2013 State Homeland Security Grant Program: Operation Stonegarden**

This is a multi-agency grant for the Florence PD in the amount of **\$84,000** for overtime and mileage as part of the U.S. Homeland Security Grant Program.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 84,000
Town Match	
Total Expenditures	<u>(15,081)</u>
Fund Balance	\$ 68,919

Status: The Police Department is actively participating under the direction of Border Patrol.

Month's Expenditures: None

---

**3. 2013 State Homeland Security Grant Program: Operation Stonegarden**

This is a multi-agency grant for the Florence PD in the amount of **\$41,458** for equipment as part of the U.S. Homeland Security Grant Program.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 41,458
Town Match	
Total Expenditures	<u>(\$9,900)</u>
Fund Balance	\$ 31,558

Status: The Police Department has started the project and purchased radios. Bids for other equipment are taking place.

Month's Expenditures: \$9,900

---



**Grants Activity Report  
March 2014**

**4. 2014 Arizona Governor's Office of Highway Safety (AZGOHS) Occupant Protection Equipment**

AZGOHS awarded **\$2,500** to the Police Department to purchase 50 child safety car seats.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 2,500
Town Match	
Total Expenditures	\$ <u>(2,500)</u>
Fund Balance	\$ 2,500

Update: The grant is in the second quarter. Seats have been purchased and distributed.

Month's Expenditures: None

---

**5. 2014 Arizona Governor's Office of Highway Safety (AZGOHS) Selected Traffic Enforcement Equipment (STEP)**

AZGOHS awarded **\$23,591** to the Police Department to purchase radar units, camera units, LIDAR units, and outside services for installation costs to enhance speed enforcement.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 23,591
Town Match	
Total Expenditures	\$ <u>(20,591)</u>
Fund Balance	\$ 3,000

Update: The grant is in the second quarter.

Month's Expenditures: None

---

**6. 2014 Arizona Governor's Office of Highway Safety (AZGOHS) Occupant Protection Enforcement and Education**

AZGOHS awarded **\$4,000** to the Police Department to support Personnel Services (Overtime) and Employee Related Expenses to enhance seat belt usage by conducting Occupant Protection Enforcement and Education.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 4,000
Town Match	
Total Expenditures	\$ <u>892</u>
Fund Balance	\$ 3,108

Status: The grant is in the second quarter.

Month's Expenditures: None

---

**Grants Activity Report  
March 2014**

**7. 2014 Arizona Governor's Office of Highway Safety (AZGOHS) Selected Traffic Enforcement**

AZGOHS awarded **\$8,000** to the Police Department to support Personnel Services (Overtime) and Employee Related Expenses to enhance speed enforcement throughout the Town.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 8,000
Town Match	
Total Expenditures	\$ <u>(1,471)</u>
Fund Balance	\$ 6,529

Status: The grant is in the second quarter.

Month's Expenditures: None

---

**8. 2014 Arizona Governor's Office of Highway Safety (AZGOHS) Selected Traffic Enforcement Equipment**

AZGOHS awarded **\$9,973** to the Police Department to purchase (1) Speed Trailer to enhance speed enforcement.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 9,973
Town Match	
Total Expenditures	<u>(9,973)</u>
Fund Balance	\$ 0

Status: The grant is in the second quarter.

Month's Expenditures: None

---

**9. 2013 FEMA SAFER Grant**

The Town was awarded **\$463,902** for three firefighter positions. The funding will be for two years.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 463,902
Town Match	
Total Expenditures	<u>0</u>
Fund Balance	\$ 463,902

Update: The project is proceeding on track. The first report will be due in May.

Month's Expenditures: None

---

**Grants Activity Report  
March 2014**

**PRIOR FISCAL YEARS:**

**1. 2004 Main Street Streetscape Project - TEA-FLO-0(004)**

Federal Highway Administration awarded **\$500,000** to perform enhancements on North Main Street.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 500,000
Town Match	28,500
Total Expenditures	<u>(95,025)</u>
Fund Balance	\$ 433,475

Status: Crosswalks have been installed as preparation for this project. The project is expected to be completed in Summer 2015.

Month's Expenditures: None.

---

**2. 2012 Tohono O'odham Nation**

A 12% gaming grant from the Tohono O'odham Nation in the amount of **\$47,361** was used for repairs and painting of exterior walls of the American Legion building.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 47,361
Town Match	
Total Expenditures	<u>(47,082)</u>
Fund Balance	\$ 279

Status: Planned signage has been completed. A smaller signage project will be added to expend the remaining project funds

Month's Expenditures: \$748.

---

**REPORT SUMMARY**

<b>TOTAL</b> Grant funds requested in Submitted Applications	\$ 808,474
Current Fiscal Year funds for Active Grants	\$ 710,424
Prior Years funds for Active Grants	<u>\$ 547,361</u>
<b>TOTAL</b> Grant funds awarded for Active Grants	\$ 1,257,785

# Florence Community Library

## April 2014

### April Statistics

- 8,826 patrons visited the library in April
- 10,090 total items were circulated in April
- 59 library cards were issued
- 1,514 patrons signed up for use of the computers
- 234 person(s) attended 13 program(s) presented by the library
- 1,100 FHS students visited the library on a pass
- 9 person(s) volunteered 39 hour(s)

### Meetings and Events

04/01/14	Coffee Club
04/02/14	Book Club
04/05/14	OneBookAZ Author Mike Giglio
04/09/14	Friends of the Library meeting
04/11/14	National Library Week Bookmark Awards Ceremony
04/16/14	Library Advisory Board meeting
04/25/14	"Southwestern Rock Calendars and Ancient Time Pieces" program

### Upcoming Summer Reading Program

"Have a Blast" with the Florence Community Library's 2014 Summer Reading Program!

Registration begins Tuesday, May 27. Families and their caregivers are strongly encouraged to come to the library and register their children and teens. This year's themes are "Fizz! Boom! Read!" for children and early literacy, and "Spark a Reaction" for teens. The library offers Reading Club along with weekly activities, a raffle, treasure hunt, snacks, and fun incentives! The program will kick off Saturday, May 31 at 2:00 pm, with an event featuring "Astronomy for Everyone: Size & Scale of the Universe." This event is free and open to the public.

The Summer Reading Program runs through the month of June. Children and teens may complete reading logs to win prizes. There is a series of summer events for all ages. "Experiment" on Mondays by picking up a Trivia Handout sheet available at the front desk. Complete the sheet and return it the following week for a fun incentive. On Tuesdays at 2:00 pm, there is "Teen Tuesdays," showing how music and science are linked. On Tuesday, June 17 at 2:00 pm, the library will host Michael Dixon of [MobileVinylRecorders.com](http://MobileVinylRecorders.com), speaking about the science of how sound works, along with several hands-on activities. On Wednesdays at 10:00 am, younger children can "Explore" some good books with Children's Librarian Ms. Rita, who presents stories, songs, finger plays, and special guests. Enjoy "Sense-ational" Crafts on Thursdays at 2:00 pm, with a variety of crafts for children of all ages. Parents and guardians are strongly encouraged to assist younger children. Registration is required for crafts, although walk-ins are accepted on a space available basis. Each week ends with a Friday family flick, complete with popcorn and drink. A family movie is shown in the library programming room each Friday at 1:00 pm, with seats available on a first-come, first-served basis.

Adults are invited to enjoy summer reading with "Literary Elements." Turn in an entry for each book you read. Every Monday, a random drawing is held for prizes! Guest speaker programs are also featured.

## **Florence Community Library**

### **April 2014**

On June 13 (Friday the 13th) at 5:30 pm, the library is hosting the Arizona Curriculum Theater as they present "The Poe Experience," with readings from two Edgar Allen Poe stories. On Friday, June 20 at 5:30 pm, composer and educator Janice Jarrett presents "Your Brain and Music: Can Music Make You Smarter, Happier, Healthier?" This discussion examines the science behind music's powerful effects on our emotions, muscles, and memory. This presentation is sponsored by the Friends of the Florence Community Library, and is made possible by the Arizona Humanities Council.

For more information about any of the library's summer programming, please visit the library or call (520) 868-8311.

# Memorandum



**To:** Charles Montoya, Town Manager  
**From:** Bryan C. Hughes, Parks and Recreation Director  
**Date:** May 19, 2014  
**Re:** May 2014 Department Report

The **Main Street Park Playground Ribbon Cutting** was held on Saturday, May 10. The playground is being used daily and staff has received many compliments on the new amenities.

The Aquatics Staff, in conjunction with the Anthem Parkside Aquatics Staff, participated in lifeguard training on Saturday, May 10, and after school throughout the week of May 12-16. The **Community Pool** opens to the public on Friday, May 30.

**Parks and Recreation Department  
 Divisions Report  
April 2014**

**Recreation/Special Events Programs**

Recreation Programs	Participants	Volunteers	Comments
Before & After the Bell – Florence	33	0	Revenue posted in January
Before & After the Bell – Anthem	14	0	Revenue posted in January
Iddie Biddie Kiddies	5	0	Estimated Revenue: \$125
Little Tykes Kickball	24	0	Estimated Revenue: \$720
World Cup Soccer	62	0	Estimated Revenue: \$1,860
Park Jam	25-30	0	Free Program
Adult Open Gym		0	*Average number per night
Teen Open Gym		0	*Average number per night

**Facility Use Permits**

Number of Facility Use Permits	Estimated Number of Participants
14	800-1,000

### Fitness Center – Membership Package

Fitness Package Sales	Total	Revenue
Active Military	1	\$15
CCA Employee Rate	9	\$135
Daily Fitness Pass	2	\$10
Employee	0	\$0
GEO Employee Rate	11	\$165
Non Resident 6 Months	0	\$0
Non Resident Annual	0	\$0
Non Resident Monthly	0	\$0
Resident 6 Months	1	\$90
Resident Annual	0	\$0
Resident Monthly	44	\$792
Sr. Non Resident 6 Month	0	\$0
Sr. Non Resident Annual	0	\$0
Sr. Non Resident Monthly	1	\$18
Sr. Resident 6 Months	2	\$120
Sr. Resident Annual	0	\$0
Sr. Resident Monthly	28	\$336
<b>Total Memberships</b>	<b>99</b>	<b>\$1,681</b>

### Fitness Center – Classes

Program	Members	Non-Members	Total	Revenue
Exercise Class	10	2	12	\$20
Walking Club	7	0	7	\$0
As Seen on Pinterest	N/A	N/A	4	\$40
Karate for Kids	N/A	N/A	34	\$850
Adult Self Defense	N/A	N/A	1	\$25
<b>Total for Fitness Center</b>	<b>17</b>	<b>2</b>	<b>58</b>	<b>\$580</b>

\*Estimated member sign-ins throughout the month: 1,464

\*Total membership packages sold in April: 99

\*Fitness Center revenue for all April package sales: \$1,681

\*Fitness Classes revenue for April: \$935

\*Total April Revenue: \$2,616

### Park Maintenance

Area	Work	Occurrence	Comments
Arriola & Jacques Square	Maintenance	Routine	
Brunenkant Building	Trimming and Maintenance	Routine	
Community Pool	Maintenance	Routine	Chemical & safety maintenance
Downtown Areas	Mowing and Maintenance	Weekly	
Heritage Park & Main Street Park	Mowing and Maintenance	Weekly	
Heritage Park and Little League Park	Field Lining and Preparation	Daily	Little League Accommodations

### Dorothy Nolan Senior Center

Programs	Participant	Type	Comments
Bible Study	0		
Bingo	111	Activity	
Birthday Cards	15	Service	
Staff cooked meals & Senior meals	88	Meals/Activity	
Breakfast	131	Meals/Activity	
CAHRA	11	Service	
Dinner Club- Tommy's Bistro	14	Meals/Activity	
Blood Pressures	0	Service	
Pinal County Food Box	38		
Dental Clinic	22		
Diabetic Clinic	4		
Fitness Center	59	Health	
Games	194	Activity	Backspace 3, Yatzee, Skipbo, Dominoes, Cards, Scrabble, Cribbage, Phase 10, Wii games
Guardian Angel Installation	3	Service	
Hair Cuts	0	Service	
Hand weights	9	Activity	
Home-Delivered Meals	323	Service	
Knitting & Crocheting	32	Activity	
Lost Meals	40	Service	
Medicare Advocate	5	Service	
Movie & Popcorn	10	Activity	
Rides Program	266	Service	266 trips to the Center, 28 errands, and 22 special events
Senior Donation Meals- Safeway/Deli	29	Meals	
Senior Hot Topics	18	Activity	
Shopping	10/19/11	Service	Anthem/Coolidge/Dollar Store
Telephone Reassurance Program	5	Service	
Volunteer Hours	26@255.50	Service	
Wii Bowling	0	Activity	

Easter Pageant Trip 19, AARP Taxes 170, The Belles 10, LUAU 64, Fitness – Stand Tall – Don't Fall 18

**Accomplishments:**

The center served 484 meals to 73 participants; we had 9 new senior participants this month.



---

---



# FLORENCE POLICE

*Monthly Report – April 2014*

---

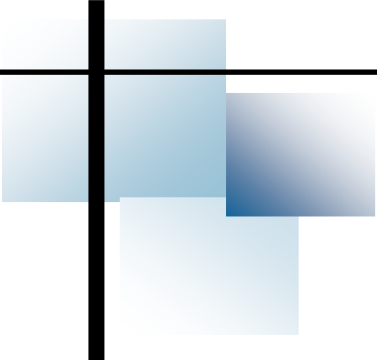


---

425 N. Pinal St. □ P.O. Box 988

Florence, AZ 85132

Phone: 520-868-7681 □ Fax: 520-868-0158



---

---

---

*“The men and women of the Florence Police Department stand firm in our pursuit for justice and public trust. We will stay true to our mission of providing service and safety to our community with honor, respect, and integrity. We are committed to providing fair and equal treatment to those we encounter.”*

The information contained in this report outlines significant information and activity within the Florence Police Department (FPD) during the month of April 2014. The monthly report is prepared for the Town Council’s review and furthermore for the use by FPD to examine the current activity within the department and community to identify short-term and long-term needs, and develop plans for improvement to provide the highest level of service.

### **Personnel**

<i>Employee</i>	<i>Position</i>	<i>Effective</i>
<i>New Hire</i>		
Elijah Defassio	Police Officer	4/2014
<i>Resignations/Terminations</i>		
None		
<i>Vacancies</i>		
1 full-time	Police Officer	Applications under review
3 full-time	Public Safety Dispatcher	Background checks being conducted

---

---

---

## **Personnel Development**

### **Sworn Personnel**

The sworn personnel of the FPD attended the following trainings during the month of April:

- Sgt. Klix and Sgt. Peterson attended Leadership class in Marana every Wednesday for the month of April. The class continues through the month of May.
- Officer Kakar, who is an instructor in Defensive Driving, conducted Vehicle Backing Training at Heritage Park for all members of the department. Officer Kakar submitted a lesson plan which applies toward the annual proficiency training required by AZPOST.
- Detective Gaston and Officer Helsdingen attended Offender Watch training in Casa Grande. Offender watch is a tracking program for locating sexual offenders living in the Florence area. This program is also available to the public by logging onto the website.
- Officer Kakar attended Accident Investigation training 4/14-18/14 at AZ POST.
- Sergeant Klix completed phase 3 of FTO.
- Officers attended photography training with the FPD Crime Scene Unit.

### **Chief of Police**

The Chief of Police attended the following meetings during the month of April:

- Town Council Meetings
- Management Team Meetings
- Weekly FPD Supervisors Meetings
- Public Safety Meeting with Town Manager
- ACTT FA-2 Planning Meeting

## **Volunteers**

In April, the FPD Volunteers took calls for service in the Police Department's lobby, provided court security, assisted with the collection of signatures for the Magic Ranch annexation, assisted with the Commercial Vehicle Inspection point, and at community events. A YTD total of 4,875 hours of service were completed by forty-seven active community volunteers. The approximate YTD savings to the Town of Florence by utilizing the volunteers is \$42,000.00.

## **Support Services**

### **Communications**

During the month of April, the PSAP Manager attended the quarterly meeting at the Maricopa Association of Governments and the quarterly meeting for the Pinal County PSAP Managers.

FPD celebrated and recognized dispatchers during 911/Telecommunicators Week on April 13<sup>th</sup>-19<sup>th</sup>.

---

---

The FPD Communications Center received national recognition from the Center of Missing and Exploited Children for taking the steps necessary to be a partner in the Missing Kids Readiness Project. The Center was impressed with FPDs departmental policy regarding missing/exploited children and asked if for permission to use our policy for a national example.

The chart below represents the number of calls that were received by our dispatchers during the month of April. The numbers are shown by beat location which is where the incident took place, and how the calls were received.

How Calls Are Received, Totals by How Received				
	FP1	FP2	FP3	TOTAL
911 Line	57	14	28	99
Crime Stop Line	0	0	0	0
Officer Report	166	86	181	433
In Person	61	0	3	64
Radio Transmission	3	3	5	11
State TT/NLETS	0	0	0	0
Telephone	263	64	97	424
<b>TOTAL</b>	<b>550</b>	<b>167</b>	<b>314</b>	<b>1031</b>

### Evidence and Property

Evidence personnel completed work in the following:

- auction activity
- volunteer Intern Program
- fingerprinting services
- submittal of items to town Attorney's Office
- attended trial

The following chart represents the major evidence activity during the month of April.

Crime Scene/Evidence		Property	
Accidents	1	Firearm	2
Assaults	1	Found property	4
Drugs	4	Lab activity	6
Burglary	3	Other	6
Shoplifting/Theft	3	Returned to Owner	5
Other	4	Safekeeping	6

---

---

## Criminal Investigations Unit

Monthly Case Log			
Previous Months Cases	New Cases Assigned	Number Cases Closed	Total Active Cases
0	4	4	3

### Monthly Activity Notes

Detective Gaston attended Child Sex Abuse Investigation Training and Offender Watch Training with DPS.

### **Operations/Patrol**

On April 3<sup>rd</sup>, two officers worked operation Stone Garden and were paid overtime through a grant in the Stanfield area assisting Border Patrol in Illegal smuggling in humans and Narcotics. The officers had 5 stops, issued one citation, 1 misdemeanor arrest and turned one individual over to Border Patrol for being here without US citizenship. On April 5<sup>th</sup>, officers worked a ten hour shift for Stone Garden again in the Stanfield area. During this detail the officers logged 8 traffic stops, turning over intelligence to Border Patrol gathered from the stops.

On April 18<sup>th</sup> the Police Dept. participated in the Florence Easter Eggstravaganza at Heritage Park. The officers participated by mingling with the public and handing out child restraint seats that were purchased with grant money from the Governor's Office of Highway Safety.

During the week of April 7<sup>th</sup>, Canyon State Wireless installed MDCs and docking stations in FPD vehicles. Officer Riccomini installed and activated GPS units within the vehicles and Spillman System so that officers, dispatchers, and supervisors can view the location of the agency's units on a map of FPD jurisdiction.

The Police Department conducted 1114 Directed Patrols during April. Directed Patrols are a proactive, police-initiated, approach which focuses patrol resources on the places with highest risks of serious crime to increase crime prevention. The more patrol presence is concentrated in those areas, the less crime there will be in those places.

### Traffic

Total number of Citations issued: 81

Total number of Warnings issued: 7

---

---

---

---

## **GOHS Grant:**

During the month of March the officers performed the following under the GOHS grants:

- 582 traffic stops this is up 148 traffic stops over March
- 100 total traffic related citations were written
- 1 Passenger liquor cited
- 1 driver/passenger consuming cited
- 5 liquor to minor cited
- 4 lap and shoulder belts cited
- 2 safety restraints cited
- 2 school citations
- 19 speed citations
- 1 extreme DUI citation
- 1 super extreme DUI citation
- 1 DUI citation at .08
- 1 DUI liquor/drugs

The Department was able to purchase 50 child car seats from Sam's Club from a GOHS grant. The car seats purchased were a 3 in 1 car seat, with the help of Sam's Club lowering the price to accommodate the amount of money received, from the Governor's Office of Highway Safety.

Four Florence Police officers joined in a two-day initiative in Pinal County with the U.S. Marshalls office in an Operation Justice VI roundup of fugitives on April 1-2, 2014.

Commercial Vehicle Enforcement did a scale detail on April 14, 2014. The detail weighed 30 trucks with none found to be overweight, and four level one inspections were performed with no out of service violations found. The Department purchased new commercial vehicle enforcement signs to place on the highway and they were used during this detail.

## **Beat 1**

School zones are being monitored by beat officers in the morning and afternoon hours. Beat 1 officers are also making visits to the Florence K-8 School several times a week.

The radar trailer has been used on Hunt Highway and Florence Gardens. A speed study was completed on Hunt Highway with the following results. Speed limit is 45 mph.. There were a total of 12,620 vehicles counted over a two week period. The average speed was 52.78 mph. The highest speed was 75 mph. 89% of the vehicles counted were over the posted speed limit.

The radar trailer was also placed in Florence Gardens on Florence Boulevard for a period of two weeks. Total vehicles counted were 7,140. The speed limit is 25mph. The highest speed recorded was 52 mph, and the average speed was 22 mph. 1,510 vehicles were above the speed limit.

---

---

---

---

Officers are using the LIDAR's and radars, and signing them out on a regular basis.

Sgt. Morris and Sgt. Klix met with representatives from Oro Valley and Marana PD in reference to assisting us with starting a Community Policing program. Sgt. Morris will be attending a workshop in Cottonwood on May 5<sup>th</sup>, 2014 for Crime Free Housing.

The Police Department is still assisting the Town of Florence in Code Enforcement. Beat 1 officers are monitoring alleys, roadways, and sidewalk violations.

There was only 1 reported burglary on E. 8<sup>th</sup> St, 8 reported traffic accidents, and 109 traffic violations resulting in 40 citations.

### **Beat 2**

There were 2 accidents with injuries: 1 ) at Hwy 287 in front of A&M pizza a vehicle was rear ended while waiting to make a turn into the restaurant. The driver was flown to the hospital for treatment, 2) on the canal road along Hwy 287 at Della Rd a single vehicle lost control driving in the dirt. The passenger had minor injuries.

Florence HS had 7 calls: 1 ) vehicle accident w/ no injuries, 2) threatening, 3 & 4) 2 - 911 hang ups, 5) an alarm call, 6) information of threats on Facebook , 7) a master key and some lock devices were recovered from a former student. This student was previously arrested for burglarizing the school in December.

There were 5 domestic incidents which resulted in two arrests, 12 citations written with 26 offenses listed, and 345 directed patrols were conducted. Officers and the Beat 2 Sergeant conducted business visits and walks down Main Street.

### **Beat 3**

The Beat 3 Sergeant spoke with the new ALA Director to discuss the traffic flow on the property and an officer conducting security walks through the school during scheduled school days.

A new digital radar unit was mounted on a street light pole on Merrill Ranch Parkway.

Officers conducted 3 home security survey inspections in the Anthem Community.

There was a 'Swatting' incident at a residence in the Anthem area on Wednesday April 30, 2014. A call was placed to the Florence Police Dispatch center by a person utilizing Skype. Dispatchers were advised by a male subject that he just shot his father and put him in the basement. He stated he still had the weapon, an AR15 (rifle) and wanted to kill more or kill himself. The address given by the caller came back to an address in Anthem. Officers responded and Pinal County Swat was called. Contact was made with the resident and the allegations by the caller were false. Detectives are currently attempting to find a way to identify a number or IP address to target the

---

---

---

---

subject(s) who participated and made the call.

There were 297 incident reports generated for beat 3 during the month of April. Of those numbers, 140 were traffic offenses, 157 were calls for service, 470 were directed patrols conducted, 17 house watch requests submitted by Anthem residents, and 45 citations were issued. The following are some of the more notable incidents occurring with the Country Thunder detail:

- Super extreme DUI (1)
- DUI (1)
- Liquor to a minor (5)
- Liquor laws driver/passenger consuming (1)
- Liquor laws passenger possession (1)

**K9 Unit:**

Officer Ballard and K-9 Marco had 5 utilizations resulting in 1 alert, 1 arrest, and 1 agency assist. Officer Ballard responded to 52 calls for service and attended 1 day of training. Officer Guilin and K-9 Russ had 8 utilizations resulting in 1 alert, 1 arrest and 6 agency assists. Officer Guilin responded to 45 calls for service and attended 1 day of training.

**Pinal County Narcotics Task Force**

On March 30, 2014 at approximately 1300 hours, Detective Campbell in an undercover capacity contacted a previously identified subject who was selling high grade marijuana that was being obtained from a San Tan Valley medical marijuana dispensary. During the meet, Detective Campbell purchased 9.2 grams of high grade marijuana. Once Detective Campbell obtained the contraband, PCNTF Detectives completed the buy/bust.

On April 16, at 1414 hours, Detective Campbell, while working surveillance in San Tan Valley observed a vehicle travelling at 50 MPH in a posted school zone as well as colliding with a garbage can. A traffic stop was initiated and marijuana was observed in plain view. A search of the vehicle resulted in the seizure of 9.5 grams of marijuana. The female driver was cited and released pending long form charges.

**2014 Administrative Assignments:**

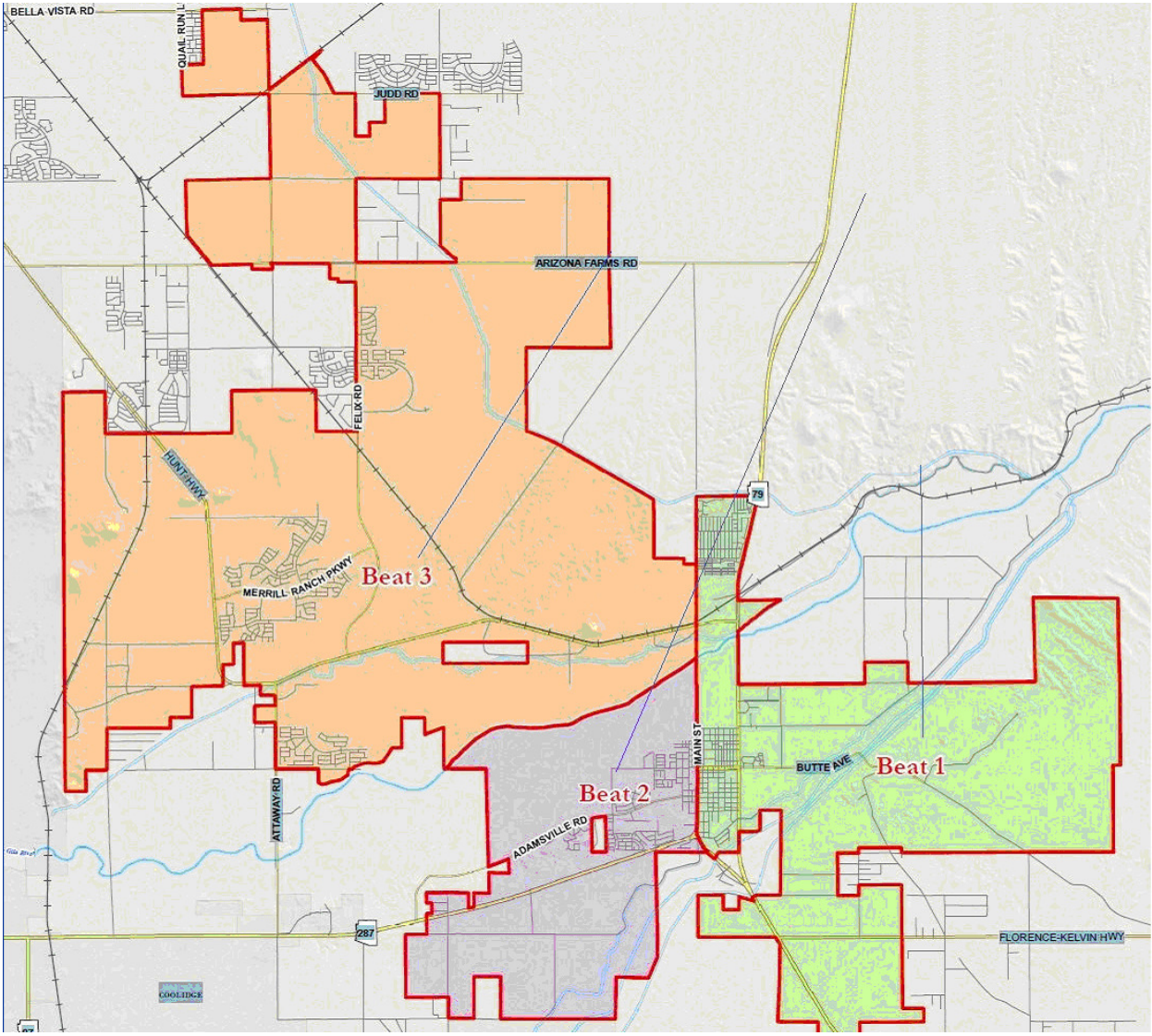
<u>Sgt. Morris</u>	<u>Sgt. Pankey</u>	<u>Sgt. Peterson</u>
Ofc Helsdingen	Ofc Ballard	Ofc Burnside
Ofc Bruce	Ofc Guilin	Ofc Horn
Ofc Rose	Ofc Hunter	Ofc Voight
Ofc Palmer	Ofc Riccomini	Ofc Linderoth
Ofc Alston	Ofc Mount	Ofc Banks
Ofc Philips	Ofc Salazar	Ofc Kakar
Ofc Acevedo		
Ofc Campbell		

---

---



**FPD BEATS**



---

---

## Average Response Time to Calls for Service

### 6 Month Reporting Period: November 2013 to April 2014

	Nov	Dec	Jan	Feb	Mar	Apr
H - Hot Call	None	4:20	3:44	4:59	None	None
Priority 1	4:46	6:06	5:32	4:48	5:06	4:03
Priority 2	7:08	5:57	9:57	7:09	8:14	8:46
Priority 3	13:54	22:29	17:39	27:26	22:21	30:53
Priority 4	28:41	34:40	21:16	18:53	30:21	17:31

Definitions:

H - Hot Call            This priority represents the highest level of response by the Department where there is the chance of serious injury or loss of life, or major loss of property.

Priority 1                This priority includes in-progress or just occurred, no presence of weapon used in a threatening manner (suspect present).

Priority 2                This priority includes minor crime events which are not on-progress and have a 15-45 minute time delay in being reported (suspect not present).

Priority 3                This priority includes calls on events where there is a significant time delay by the reportee (suspect not present).

Priority 4                The priority represents report calls only taken by phone at officer's discretion or light duty office, if available.

---

---

**APRIL 2014**  
**Count of Index Offenses**

<b>Classification of Offense</b>	<b>Offenses</b>	<b>Unfounded</b>	<b>Actual</b>	<b>Offenses</b>	<b>Juvenile</b>
<b>CRIMINAL HOMICIDE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
a. Murder/Nonneg Manslaughter	0	0	0	0	0
b. Manslaughter by Negligence	0	0	0	0	0
<b>FORCIBLE RAPE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
a. Rape by Force	0	0	0	0	0
b. Attempt Forcible Rape	0	0	0	0	0
<b>ROBBERY</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	0	0	0	0	0
<b>ASSAULT</b>	<b>9</b>	<b>0</b>	<b>9</b>	<b>5</b>	<b>2</b>
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	1	0	1	0	0
d. Hands, Fist, Feet, etc.	3	0	3	2	0
e. Other Assaults - Simple	5	0	5	3	2
<b>BURGLARY</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>
a. Forcible Entry	0	0	0	0	0
b. Unlawful Entry/No Force	1	0	1	0	0
c. Attempt Forcible Entry	0	0	0	0	0
<b>LARCENY - THEFT</b>	<b>6</b>	<b>0</b>	<b>6</b>	<b>3</b>	<b>1</b>
<b>MOTOR VEHICLE THEFT</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
a. Autos	0	0	0	0	0
b. Trucks	0	0	0	0	0
c. Other Vehicles	0	0	0	0	0
<b>GRAND TOTAL</b>	<b>16</b>	<b>0</b>	<b>16</b>	<b>8</b>	<b>3</b>
Clearance(s) by Adult Arrest	5				
Clearance(s) by Juvenile Arrest	3				

\*\*Data is tentative until monthly audit is complete



**TOWN OF FLORENCE**  
UTILITIES DEPARTMENT  
PO Box 2670  
425 E. Ruggles Street  
Florence, AZ 85132  
PHONE: 520-868-8325  
FAX: 520-868-8326

---

---

## MEMORANDUM

To: Charles Montoya, Town Manager  
Lisa Garcia, Deputy Town Manager

From: John V. Mitchell, Utilities Director

Date: May 14, 2014

Re: May 2014 Department Report

Project updates are as follows:

- Bailey Street Waterline – 30% review comments returned to engineer; bid date August 2014
- Well 4 to Well 5 Waterline – 30% review submittal made to Town; bid date August 2014
- New water well in north Florence – well to be bid after July 1, 2014
- New water tank in north Florence – 60% plans to be submitted in June 2014
- Chlorine upgrades/effluent pump station/administration building improvements to be bid June/July 2014
- Well 3B – preconstruction meeting held on May 13, 2014. Contract duration 10 months (through March 2015)
- Staff met with County Engineer and Facilities Director on fire flow concerns at the county complex at 31 N. Pinal Street. County to pothole waterlines on May 31 – Town staff will assist

Completed Projects are as follows:

- Installed new water valve at:
  - County complex on 31 N. Pinal Street
  - Mesquite Dr. in Caliente Park
  - Van Haren Road
- Installed new turbidity pump at the South plant

- Replaced level transducer for the Post EQ. basin at the SWWTP
- Assisted design engineer by locating water valves at the CCA prison
- Installed new hydrants at:
  - Fire Station #1
  - Celaya St
- Installed new golf course meter at the North plant
- Replaced guide rails, chains, and also paddles on the upper clarifier at the North plant

Staffing updates:

- Staff reissued recruitment request for vacant Senior Treatment Plant Operator; closing date is May 9, 2014.
- Nick Bagnall completed certification for water distribution

Service Order Summary:

- Meter Activity - 208
- Repair Activity - 7
- Blue Stake – 69

