

**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, MARCH 4, 2013, AT 5:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.**

**1. CALL TO ORDER**

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

**3. ADJOURN TO EXECUTIVE SESSION**

For the purpose of discussion of the public body to receive legal advice from the Town Attorney on pending and threatened claim received from Curis Resources (Arizona) Inc. in accordance with A.R.S. §38-431.03 (A)(4).

**4. ADJOURN FROM EXECUTIVE SESSION**

- 5. INVOCATION PERFORMED BY BISHOP RYAN MICHELLE, THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS.**

**6. PLEDGE OF ALLEGIANCE**

**7. 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 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.

**8. PUBLIC HEARING AND PRESENTATIONS**

- a. **Continuation of a Public Hearing** for submission of an application for FY 2013 Community Development Block Grant State Special Project funds; and Discussion/Approval/Disapproval on Resolution No. 1374-13: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY 2013 STATE SPECIAL PROJECT (SSP) GRANT FUNDS, CERTIFYING THAT SAID APPLICATION ADDRESSES ONE OF THE COMMUNITY'S PREVIOUSLY IDENTIFIED NEEDS AND MEETS THE REQUIREMENTS OF THE STATE SSP PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO

**IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.**

- b. **Presentation from ADOT** on the temporary closure of northbound traffic at the Highway 79/79B intersection until Fiscal Year 15/16
9. **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. 1386-13:** Approval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, PERTAINING TO THE FLORENCE POLICE DEPARTMENT'S SUBMISSION OF A PROJECT FOR CONSIDERATION IN ARIZONA'S FY 2014 HIGHWAY SAFETY PLAN FOR THE POLICE DEPARTMENT.
  - b. **\*Approval of the resignation** of Arnie Raasch from the Industrial Development Authority.
  - c. **\*Appointment of Ty Schraufnagel** to the Florence Industrial Development Authority, with a term to expire December 31, 2013.
  - d. **\*Approval of the January 22, February 4, February 11, and February 19, 2013, Town Council minutes.**
  - e. **\*Receive and file the September 6, October 4, and November 15, 2012 Planning and Zoning Commission minutes.**

**10. UNFINISHED BUSINESS**

- a. **Discussion/Approval/Disapproval** of entering into a Solid Waste Services Agreement between the Town of Florence and Right Away Disposal.

**11. NEW BUSINESS**

- a. **ORDINANCE NO. 592-13:** Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING A PUBLIC NEED AND NECESSITY AND A PUBLIC PURPOSE; AUTHORIZING AND DIRECTING THE TOWN MANAGER, TOWN STAFF, AND TOWN ATTORNEY TO TAKE ANY AND ALL ACTIONS NECESSARY, CONVENIENT OR DESIRABLE, AND, TO SIGN ANY AND ALL DOCUMENTS; AND TO PAY ANY AND ALL COSTS, FEES OR EXPENSES IN ORDER TO ACQUIRE REAL PROPERTY, LOCATED IN PINAL COUNTY, ARIZONA AND KNOWN GENERALLY AS ASSESSOR'S PARCELS 200-31-054A, 200-31-019F, 200-31-0550, 200-31-019G, 200-31-019E, 200-31-019C, 200-31-0200, 200-38-001A, 200-38-0020 AND 200-38-001B, CONSISTING OF APPROXIMATELY 1,187 ACRES OF LAND LOCATED IN SECTIONS 26, 27, 28, 33, 34 AND 35 OF TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, THROUGH PURCHASE, EXCHANGE, DONATION OR EMINENT DOMAIN; IDENTIFYING THE REAL PROPERTY AS A FEE ACQUISITION TO ELIMINATE A CLAIMED LEGAL



**NON-CONFORMING USE, FOR A WASTEWATER TREATMENT FACILITY AND OTHER TOWN FACILITIES AND BUILDINGS TOGETHER WITH RELATED FACILITIES AND USES, AND TO SECURE WATER AND WATER RIGHTS, FOR THE USE AND BENEFIT OF THE TOWN AND THE PUBLIC, AND DECLARING AN EMERGENCY.**

**12. CALL TO THE PUBLIC**


**13. CALL TO THE COUNCIL**

**14. 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 THE 1<sup>st</sup> DAY OF MARCH 2013, 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.\*\*\***

|   |   |  |
|---|---|--|
|    | <b>TOWN OF FLORENCE<br/>COUNCIL ACTION FORM</b> | <b><u>AGENDA ITEM</u></b><br><b>8a.</b>  |
| <b>MEETING DATE:</b> March 4, 2013<br><br><b>DEPARTMENT:</b> Grants Division /Finance Department<br><br><b>STAFF PRESENTER:</b> Lisa Padilla, Grants Coordinator<br><br><b>SUBJECT:</b> Public Hearing and adoption of Resolution No. 1374-13, for FY2013 State Special Projects (SSP) Project Selection. |   | <input checked="" type="checkbox"/> Action<br><input type="checkbox"/> Information Only<br><input checked="" type="checkbox"/> Public Hearing<br><input checked="" type="checkbox"/> Resolution<br><input type="checkbox"/> Ordinance<br><input type="checkbox"/> Regulatory<br><input type="checkbox"/> 1 <sup>st</sup> Reading<br><input type="checkbox"/> 2 <sup>nd</sup> Reading<br><input type="checkbox"/> Other |

**RECOMMENDED MOTION/ACTION:**

Staff is requesting the Town Council conduct a Public Hearing, as required, for submission of an application for FY2013 Community Development Block Grant (CDBG) State Special Project (SSP) funds. After the Public Hearing is completed, staff will recommend the Town Council adopt FY2013 SSP application Resolution No. 1374-13 “to conduct Owner Occupied Housing Rehabilitation within the Town of Florence.” The motion should include the words within the quotation, and the minutes also should include those words.

**BACKGROUND/DISCUSSION:**

The Town is eligible to apply and compete for a maximum of \$300,000 in SSP grant funds through the Arizona Department of Housing.

In order to initiate the application process for SSP funds, the Grants Division implemented a Town “Public Participation Plan” on November 1, 2012. The plan stipulates two Public Hearings be held to obtain input by citizens, staff and elected officials for potential projects to be selected by the Town Council for application for SSP funding. The first Public Hearing was held at Town Hall on December 12, 2012, and the second is scheduled to be held during the regular Town Council meeting on March 4, 2013.

The following four projects were proposed, all by Town staff:

- Housing Rehabilitation – Town of Florence
- Brunenkant Building Rehabilitation – Commercial Rehabilitation or Historic Preservation
- Adamsville Road Improvements – Street Improvements
- Housing Study – Planning and Capacity Building

Town staff is proposing the Housing Rehabilitation project for selection by Town Council because it represents the best opportunity to be awarded funding. Of the four proposed projects, it meets more criteria for state and national priority and local need than each of the other three projects. It is an ADOH/HUD high Housing priority as well as being locally “shovel ready.”

The Brunenkant Building has high Commercial Rehabilitation need by the Town, but is only eligible for ADA Compliance funding because it is a government-owned building and leased to the Town-sponsored Chamber of Commerce. The Adamsville Road Improvements project has both high ADOH/HUD Street Improvement priority, and high need by the Town, but requires an Environmental Review Report (ERR) approved by the state. The Adamsville Road Improvements project does not have an ERR completed, severely jeopardizing its potential for "shovel ready" status. Finally, a Housing Study has high ADOH/HUD priority, but low Planning need by the Town.

Mayor and Council approval must be done in the form of the attached Resolution.

Prior to the Public Hearing, staff requests an opportunity to make a brief presentation on the SSP process.

After the Public Hearing is closed, the Town Council will be asked to approve a single project for which it wants staff to submit an application for SSP funding. The title of Resolution 1374-13 should be read aloud and approved orally.

**FINANCIAL IMPACT:**

There is no financial impact to conduct a Public Hearing and adopt Resolution No.1374-13 to designate a Town project for SSP grant funding.

**STAFF RECOMMENDATION:**

Staff recommends Mayor and Council conduct the Public Hearing and adopts Resolution No. 1374-13, selecting Owner Occupied Housing Rehabilitation within the Town of Florence for application of FY2013 SSP funding.

**ATTACHMENTS:**

- Resolution No. 1374-13
- December 12, 2012 Public Hearing notice and minutes
- CDBG Forms 1, 2 and 3 (preliminary grant application)

**AUTHORIZATION TO SUBMIT APPLICATIONS  
AND IMPLEMENT SSP PROJECTS**

**RESOLUTION NO. 1374-13**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF APPLICATION FOR FY 2013 STATE SPECIAL PROJECT (SSP) GRANT FUNDS, CERTIFYING THAT SAID APPLICATION ADDRESSES ONE OF THE COMMUNITY'S PREVIOUSLY IDENTIFIED NEEDS AND MEETS THE REQUIREMENTS OF THE STATE SSP PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION. "TO CONDUCT OWNER OCCUPIED HOUSING REHABILITATION WITHIN THE TOWN OF FLORENCE."**

**WHEREAS**, the Town of Florence is desirous of undertaking community development activities; and

**WHEREAS**, the State of Arizona administers the SSP Grant Program; and

**WHEREAS**, the State SSP Program requires that SSP funds requested address one of the three Congressional mandated National Objectives; and

**WHEREAS**, the activities within this application will address one of the community's identified urgent needs, including the needs of low and moderate income persons; and

**WHEREAS**, an Applicant of State SSP funds is required to comply with the program guidelines and Federal Statutes and regulations.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Town Council of the Town of Florence, Arizona authorize an application to be made to the Arizona Department of Housing for FY 2013 SSP funds for the purpose of conducting Owner Occupied Housing Rehabilitation, and authorize the Mayor to sign the application and contract or grant document for receipt and use of these funds, and hereby authorizes the Mayor to take all actions necessary to implement and complete the activities submitted in said application; and

**THAT** this application for State SSP funds meets the requirements of the Low-Mod Objective, Area Wide Benefit category for activities justified as benefiting low and moderate income persons; and

**THAT**, the Town of Florence will comply with all State SSP Program guidelines, Federal Statutes and regulations applicable to the State SSP Programs and the certifications contained in this application.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this 4th day of March 2013.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

\$\$\$\$\$\$\$\$

## **CDBG/SSP Funds are Available to Help Low and Moderate Income Persons**

Examples: Street improvements, construction of a youth center, owner occupied housing rehabilitation, hiring additional teachers for the Head Start Program, and creating a small business assistance loan fund.

These are examples of activities that the Town of Florence can use federal Community Development Block Grant (CDBG) and State Special Project (SSP) funds for if the project primarily benefits low and moderate-income persons, reduces slums or blight or meets an urgent need or health hazard.

### **Hearings on Identifying Community Needs**

The Town of Florence will hold a public hearing to listen to the views of interested people on identifying community needs. The meeting will be held as follows:

|       |                           |
|-------|---------------------------|
|       | <b><u>Hearing #1*</u></b> |
| Date: | December 12, 2012         |
| Time: | 6:00 p.m.                 |

\*Hearing will be held at Florence Town Hall Council Chambers  
775 North Main Street,  
Florence, Arizona 85132

### **Help In Preparing Proposed CDBG Projects**

People who are low and moderate income, and people representing groups of low and moderate income people, who would like help in developing proposals for possible CDBG/SSP funding may get such help upon request by contacting:

|                   |   |
|-------------------|---|
| Name:             | Lisa Padilla, Grants Coordinator                                |
| Telephone Number: | 520-868-7513    TDD: 520-868-7502                               |
| Address:          | P. O. Box 2670<br>775 N. Main Street<br>Florence, Arizona 85132 |

Days and Times Available: Monday through Friday from 9:00 am. to 4:00 p.m.

### **AGENDA ITEMS TO BE DISCUSSED AT THE PUBLIC HEARINGS:**

- The types of activities that may be funded with CDBG/SSP funds and the CDBG national objectives, including limitations.
- The estimated amount of CDBG/SSP funds available from SSP Accounts in FY 2013. This

amount is approximately \$1,742,384 from the SSP Account. Of the total state allocation, 10% or \$1,207,824 must be provided for Colonias which are communities within 150 miles of the U.S./Mexico border. These funds may be part of a Regional Account or a SSP account.

- The identification of needs within the community.
- The community's previously funded CDBG/SSP programs and projects, and the status of each to include Disclosure Reports if applicable.
- Projects or programs proposed by local elected officials or community staff for CDBG funding from both the Regional and/or SSP Accounts.
- The opportunity for any qualified group, or person representing a qualified group that has requested technical assistance, to present potential CDBG/SSP projects to the public and officials for funding consideration.
- A discussion of the community's complaint and grievance procedure including information about the contact person, address, phone number/TDD, times for submitting such and the response time.
- A request for any other written and verbal comments relating to the community's housing and community needs, priorities or projects.

**Please note that the local elected officials retain the authority to determine the activity or activities for which the community will submit a CDBG/SSP application(s).**

**The public will have an additional opportunity to learn about and comment on the proposed projects and applications the community intends to submit for funding. In the near future, information about the projects and the public comment process will be made available to the public through a display ad to be published in Florence Reminder and through postings around Town.**

For further information about the public hearing or any other issues associated with the CDBG application process, please contact:

Name: Lisa Padilla                      Phone/TDD:                      520-868-7513/520-868-7502  
Title: Grants Coordinator              Days of week/hours: Monday through Friday from 9:00 a.m. to 4:00 p.m.

**NOTE:**              Persons with disabilities requiring reasonable accommodations, such as interpreters, should contact Maria Hernandez, Deputy Town Clerk, at 520-868-7574, TDD 520-868-7502, 775 North Main Street, Florence, Arizona 85132, as soon as possible.



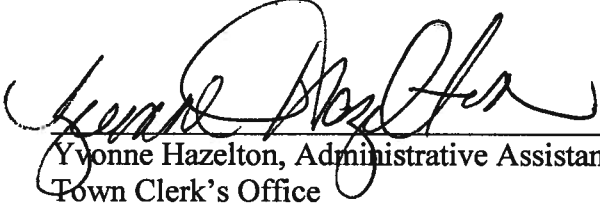
Certification of Posting of Notice  
CDBG/SSP Funds

The undersigned hereby certifies that a copy of the attached posting:

**CDBG/SSP Funds – Available to Help Low and Moderate Income Persons**

was duly posted at the following locations on November 21, 2012, at 1:00 p.m.

Florence Town Hall - 775 N. Main Street, Florence, AZ  
Florence Library – 1000 S. Willow Street, Florence, AZ  
Florence Police Department – 425 N. Pinal Street, Florence, AZ  
Florence Post Office – 501 N. Main Street, Florence, AZ

  
Yvonne Hazelton, Administrative Assistant  
Town Clerk's Office

# MINUTES

## **Public Hearing #1 – State Special Projects Funding for FY 2013**

### ***A Community Development Block Grant Program***

**Town Hall, Town of Florence**

**Wednesday, December 12, 2012, 6 p.m.**

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**Persons in Attendance:** Ernie Feliz – Special Districts Manager, TOF; Lisa Padilla – Grants Coordinator, TOF

#### **1. INTRODUCTION**

- a. The meeting began at 6:01 p.m.
- b. Sign-in Sheets and handouts were available at the front table

#### **2. HEARING PROCESS**

**Ms. Padilla had prepared information on the following topics (a-d):**

##### **a. Program Information**

- i. Federal funds from Department Housing and Urban Development
- ii. Distributed through Central Arizona Governments
  1. Revitalizing neighborhoods
  2. Economic development
  3. Providing improved community facilities and services
- iii. Deadline is typically “End of May” – actual date TBD

##### **b. Purpose of State Special Projects – a Community Development Block Grant program: (a brochure was provided)**

###### **i. National Objective – Projects must meet one of three National Objectives**

1. Low-Mod
2. Slum/Blight
3. Urgent Need
- ii. Available SSP Funding FY 2013 (a handout was provided in which up to \$300,000 per selected projects is estimated to be available via competitive grant funding)
- iii. Types of Eligible Activities (a handout was provided in which the types of projects were listed: revitalizing neighborhoods, economic development and providing improved community facilities and services)
- iv. Types of Ineligible Activities (the Eligible/Ineligible section of the CDBG Application Handbook was available for review)
- v. Previously Funded Projects (a handout in which several former Town of Florence CDBG and SSP projects were listed)

##### **c. Needs Assessment – Elected Officials, Staff, Agencies, Organizations or the Public**

- i. Public Input – Please state name, address and whom you represent
- ii. Elected Officials and Staff input – identified by local elected officials and staff.

Town staff identified the following projects for potential application for SSP funding:

1. Owner Occupied Housing Rehabilitation
2. Design and construction of a portion of Adamsville Road
3. Repair to the Brunenkant building at 8<sup>th</sup> and Bailey streets
4. Housing Study of the Town of Florence

Town Council of Florence retains the authority to determine Activities to be included in future proposed SSP projects.

**d. File a Grievance or Complaint or Receive Technical Assistance**

- i. Submit Grievance/Complaint in writing – relating to application process

**3. CLOSE HEARING**

- a. No members of the public were in attendance
- b. No public officials were in attendance

**4. ADJOURNMENT**

- a. The meeting was adjourned at 6:33 p.m.



**FORM 1**  
**FY 2012 COMMUNITY DEVELOPMENT BLOCK GRANT**  
**APPLICATION COVER SHEET**  
**CDBG CONTRACT NO. TBD**

|                          |                                   |                                     |  |
|--------------------------|-----------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | A. Regional Account (RA) COG: CAG | <input checked="" type="checkbox"/> | B. State Special Project (SSP) Owner Occupied Housing Rehabilitation |
| <input type="checkbox"/> | C. Colonias                       | <input type="checkbox"/>            | D. NRS: Date approved:    /    /            Approval on page:        |

|   |   |
|---|---|
| 1. Applicant and DUNS Number:<br><b>Town of Florence/14437573</b> | 2. Legislative/ Congressional Districts:<br><b>23/1</b> |
|---|---|

3. Address (with 9-digit zip code): **775 N. Main Street, Florence, AZ 85132 , PO Box 2670, Florence, AZ 85132-2670**

|  |   |
|--|---|
| 4. Contact Person/Title (Grantee)<br><b>Lisa Padilla, Grants Coordinator</b> | 5. Contact Person/Title (COG/Other):<br><b>Ernie Feliz, Special Districts Manager</b> |
|--|---|

|  |   |
|--|---|
| Phone/Fax/Email: <b>520.868.7513/ 520.868.7501</b><br><b>lisa.padilla@florenceaz.gov</b> | Phone/Fax/Email: <b>520.868.8300/ 520.868.7501</b><br><b>ernie.feliz@florenceaz.gov</b> |
|--|---|

6. Complete the following information for the activities for which you are requesting funds in a single contract (maximum of 2 including Administration). Complete an additional Form 1 for each additional activity included in the application. Item d: Fund types are (1) Leverage, (2) Program Income, or (3) Other.

| a. Activity Name          | b. CDBG Funds    | c. Non-CDBG Funds | d. Fund Type | e. Total Funds   |
|---------------------------|------------------|-------------------|--------------|------------------|
| 1. Administration         | <b>\$37,000</b>  |                   |              | <b>\$37,000</b>  |
| 2. Owner Occupied Housing | <b>\$263,000</b> |                   |              | <b>\$263,000</b> |

**Total CDBG Funds Requested for this Project (Activities #1 and #2):** **\$ 300,000**

8. List **all other** activities applied for this fiscal year. Indicate by  which application includes the required general information (Certifications, Disclosure Report, etc.) and administration funds. Note that there will be a separate contract for each activity except Administration.

| Activity Name               | Amount (CDBG \$ only) | CDBG USE ONLY - Contract No. |
|-----------------------------|-----------------------|------------------------------|
| <input type="checkbox"/> a. |                       |                              |
| <input type="checkbox"/> b. |                       |                              |
| <input type="checkbox"/> c. |                       |                              |
| <input type="checkbox"/> d. |                       |                              |

**9. Total CDBG Funds Requested** (all activities applied for this fiscal year, including administration): **\$ 300,000**

**10. Certification:** To the best of my knowledge and belief, data in this application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached Certifications if the assistance is approved.

Signature of the Chief Elected Official \_\_\_\_\_ Date: \_\_\_\_\_

Name (typed): **Tom J. Rankin** Title: **Mayor**



**FORM 2**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**GENERAL ADMINISTRATION SUMMARY**

1. **Applicant: Town of Florence**

| ITEM  |            | a. CDBG \$      | b. Non-CDBG \$* | c. Total        |
|---|------------|-----------------|-----------------|-----------------|
| 2. TAAP. Total costs for COG Technical Assistance and Application Preparation, as per local government/ COG Agreement |            |                 |                 |                 |
| 3. Salaries, Wages, Fringe Benefits   | % or Hours |                 |                 |                 |
| 3.1 Position #1 Title: Grants Coordinator   | 500 hrs.   | <b>\$16,225</b> |                 | <b>\$16,225</b> |
| 3.2 Position #2 Title:  |            |                 |                 |                 |
| 3.3 Position #3 Title:  |            |                 |                 |                 |
| 3.4 Position #4 Title:  |            |                 |                 |                 |
| 4. Professional Services (Contractual)  |            |                 |                 |                 |
| 4.1 For: Housing Rehab Specialist   |            | <b>\$19,345</b> |                 | <b>\$19,345</b> |
| 4.2 For:  |            |                 |                 |                 |
| 4.3 For:  |            |                 |                 |                 |
| 5. Travel   |            | <b>\$400</b>    |                 | <b>\$400</b>    |
| 6. Office Supplies and Equipment  |            | <b>\$375</b>    |                 | <b>\$375</b>    |
| 7. Advertising/Publications   |            | <b>\$500</b>    |                 | <b>\$500</b>    |
| 8. Indirect Costs (% documented by cost allocation plan)  |            |                 |                 |                 |
| 9. Other Operating Expenses ( <i>specify</i> )  |            |                 |                 |                 |
| 9.1 Item 1:   |            |                 |                 |                 |
| 9.2 Item 2:   |            |                 |                 |                 |
| 9.3 Item 3:   |            |                 |                 |                 |
| 9.4 Other (Fair Housing, Section 504, etc.)   |            | <b>\$155</b>    |                 | <b>\$155</b>    |
| <b>10. TOTALS</b>   |            | <b>\$37,000</b> |                 | <b>\$37,000</b> |

\* Indicate in parentheses if the amount is Leverage (L), Program Income (PI), or Other (O). If the amount is a mixture of different types of funds, indicate the amount for each type.

11. a. Indicate who will be in charge of the financial record keeping (give name and title):

**Becky Guilin, Finance Director**

b. Provide the street address for the location of the financial records:

**775 N. Main Street, Florence, AZ 85132**



**FORM 3**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**ACTIVITY BUDGET**

|  |   |                          |                       |
|--|---|--------------------------|-----------------------|
| 1. Applicant: <b>Town of Florence</b>  | 2. Activity Name: <b>Owner Occupied Housing Rehab</b> |                          |                       |
|  | <b>a.</b><br>CDBG \$                                  | <b>b.</b><br>Non-CDBG \$ | <b>c.</b><br>TOTAL \$ |
| 3. Environmental Review Record<br>Check box if included in Administration <input checked="" type="checkbox"/>  |   |                          |                       |
| 4. Design/Engineering/Inspection (or other Professional Services related to project)<br><br>Previously Procured <input type="checkbox"/> Procure <input type="checkbox"/> In-House <input checked="" type="checkbox"/> |   |                          |                       |
| 5. Construction Contract Work (include materials and DB wage rates)  | <b>\$263,000</b>                                      |                          | <b>\$263,000</b>      |
| 6. Fixed Asset Equipment   |   |                          |                       |
| 7. Land Acquisition (includes easements) ( <i>must comply with the Uniform Relocation Act</i> )  |   |                          |                       |
| 8. Rehabilitation Services (if this exceeds 20% of total activity costs, attach a rationale)<br>Procure <input type="checkbox"/> In-House <input type="checkbox"/>   |   |                          |                       |
| 9. Other (specify or attached as page     ):   |   |                          |                       |
| 10. For City/Town, County or Other Construction  |   |                          |                       |
| 10.1 Purchase of materials   |   |                          |                       |
| 10.2.a Employees (documentation attached as page C-3 regarding number of employees, wages, number of hours, etc.)  |   |                          |                       |
| 10.2.b Offenders   |   |                          |                       |
| 10.2.c Volunteers  |   |                          |                       |
| 10.3 Equipment (Use vs. Purchase) (documentation attached regarding rental rates, number of hours to be used, type of equipment, etc.)   |   |                          |                       |
| 10.4 Other (attached as page     )   |   |                          |                       |
| <b>11. TOTALS</b>  | <b>\$263,000</b>                                      |                          | <b>\$263,000</b>      |



## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 8b.

**MEETING DATE:** March 4, 2013

**DEPARTMENT:** Administration

**STAFF PRESENTER:** Jess Knudson, Deputy Town Manager

**SUBJECT:** Presentation from ADOT on the temporary closure of northbound traffic at the Highway 79/79B intersection until Fiscal Year 15/16

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

### RECOMMENDED MOTION/ACTION:

Presentation from ADOT on the temporary closure of northbound traffic at the Highway 79/79B intersection until Fiscal Year 15/16

### BACKGROUND/DISCUSSION:

On February 13, 2013, Town staff was informed by ADOT that they are closing access to northbound traffic on Highway 79B at the Highway 79/79B intersection effective Friday, February 15, 2013, at 9:00 am. The closure is expected to be a permanent solution until the intersection improvements are made, which are expected to take place in 2016.

ADOT also shared the following information:

- ADOT is being sued for traffic accidents occurring at this intersection and are being directed by the State of Arizona Attorney General's Office to close down the northbound traffic to mitigate future lawsuits.
- ADOT is still planning a roundabout (preferred choice) or a T-intersection at this location but it isn't programmed until FY 15/16. This closure would remain in place until the improvements are constructed.
- The detour in place for the next few years, before the new intersection is designed and constructed, is for northbound traffic to use Butte Avenue and North Main Street.
- ADOT will place signage in the area directing traffic to use their proposed detour.



Staff raised the following concerns with ADOT at the meeting on February 13, 2013:

- Local traffic will not use the Butte Avenue detour. Instead motorists will use the Town's surface streets because they are more convenient. Staff is concerned that this puts additional stress on our streets and costs the Town money. Of the most concern, is the additional stress anticipated on Florence Heights Drive. Staff requested that ADOT reimburse the Town for this additional stress placed on Town roads, but no indications from ADOT were provided.
- The Town is planning improvements to Florence Heights Drive and the detour may complicate the traffic control activities related to this construction.
- The intersection of Florence Heights Drive and Highway 79B is difficult to maneuver for those traveling through the intersection to get on to Highway 287.
- Northbound traffic making a left turn onto Florence Heights Drive is less than ideal due to the angle of the intersection.
- The ADOT detour crosses three school crossings.
- The intersections at Highway 79 and Butte Avenue, as well as Butte Avenue and Main Street will have increased traffic and may pose problems for our police and fire maneuvering through these intersections when responding to emergency calls.
- Staff is concerned that the short-term solution of detouring traffic might be longer than anticipated if ADOT does not have the proper funding in FY 15/16 to complete the improvements.

### ***Temporary Closure in February 2012***

In January, 2012, ADOT closed the northbound traffic at this intersection for two weeks to collect traffic counts and survey the motorists in the area on the closure. (These documents are included in this agenda item.)

ADOT collected 474 responses to the survey they distributed on the temporary closure. The highlights of the survey include:

- 15% said they support the permanent closure of northbound traffic at SR 79B in lieu of other alternatives.
- 29% said they used Florence Heights Drive as their detour route. Just 10% said they used Butte Avenue.
- 29% support the construction of a roundabout. 26% support the construction of a T-intersection.

**FINANCIAL IMPACT:**

The exact financial impact to the Town is unknown; however, the rerouted traffic will place additional wear and tear on the Town's surface streets. ADOT has not indicated whether or not they plan to compensate the Town for the additional stress placed on our streets.

**STAFF RECOMMENDATION:**

There is no staff recommendation. No action is required by Council.

**ATTACHMENTS:**

Closure Map  
ADOT Survey Results  
Preliminary Traffic Findings for 2012 Temporary Closure

# 79B

## SR 79 and 79B Intersection Improvement Project and Trial Closure



SG11-186



FOR MORE INFORMATION:  
[www.azdot.gov/sr79and79B](http://www.azdot.gov/sr79and79B)

**Arizona Department of Transportation**

**State Routes 79 and 79B Intersection Improvement Project**

**Survey Mailer Response Analysis**

**Prepared for:**  
Arizona Department of Transportation



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April 2012

**Arizona Department of Transportation  
State Routes 79 and 79B Intersection Improvement Project  
Survey Mailer Response Analysis**

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# Arizona Department of Transportation State Routes 79 and 79B Intersection Improvement Project Survey Mailer Response Analysis

## Background

On Feb. 12, 2012, ADOT mailed a survey to approximately 6,000 residents in Florence, Ariz. The purpose of the survey was to obtain public input on the trial closure of a short section of State Route 79B at its intersection with SR 79, as well as other potential alternatives.

Based on previous studies, the intersection had been identified as an area in need of improvement. The study team had previously developed three alternatives and, after further evaluation, developed a fourth alternative that would use existing roadways and would require no new major construction. The fourth alternative would close the lane that connects northbound SR 79 to northbound SR 79B (access to downtown Florence) and would eliminate traffic crossing and points of conflict at the intersection of SR 79 and SR 79B.

The team conducted a trial study of that closure between Feb. 1 and 15. The survey mailer included project information and background, maps of four intersection alternatives under consideration, a request for input and the postage-prepaid survey response card. The survey requested feedback by March 15.

## Alternatives

- Alternative 1: Change the intersection to a roundabout configuration
- Alternative 2: Change the intersection to a T-intersection
- Alternative 3: Leave the intersection as-is
- Alternative 4: Permanent closure of short section of northbound 79B

## Notification of Closure and Request for Input

ADOT originally proposed a five-week trial closure. After the first notification was distributed, the recommended detour route was changed and the trial closure was adjusted to two weeks in response to concerns expressed. To reach stakeholders, the project team used a variety of strategies and materials.

### ***Notification of Five-Week Closure and Florence Heights Drive Detour***

- Jan. 3, 2012: Inserted in Town's utility bill mailer to approximately 4,400 area property owners
- Jan. 6, 2012: Posted to ADOT website
- Jan. 11, 2012: Presented to Florence Unified School District (FUSD) Board
- Jan. 12, 2012: Emailed to Town of Florence e-newsletter subscribers (approximately 550 on the list) and information posted on Town of Florence website and Facebook page (86 "likes")
- Jan. 17, 2012: Presented to Florence Town Council
- Jan. 18, 2012: Mailed to 2,848 residents and businesses located along SR 79 from Florence Heights Drive south to Oracle Junction and SaddleBrooke
- Jan. 19, 2012: Advertised in *Florence Blade-Tribune* (circulation 1,165)

### ***Notification of Two-Week Closure and Butte Drive Detour***

- Jan. 23, 2012: Update posted to ADOT website
- Jan. 24, 2012: Contact with all Florence area emergency services providers inviting them to informational meeting on Jan. 30, 2012
- Jan. 25, 2012:
  - Flier emailed to FUSD Board Superintendent and executive assistant

## Arizona Department of Transportation State Routes 79 and 79B Intersection Improvement Project Survey Mailer Response Analysis

- Flier emailed to FUSD public relations contact for distribution on website, at schools and to employees
- Flier posted on Town of Florence website, Facebook page (86 “likes”) and Twitter feed (27 “followers”)
- Hard copies of flier placed in Florence Town Hall lobby
- Flier emailed to Town e-newsletter list (approximately 550)
- Flier emailed to Arizona State Prison warden, who forwarded to 1,000 prison employees
- Jan. 26, 2012: News release distributed to area media and stakeholders
- Jan. 26, 2012: Advertisement in *Florence Blade-Tribune* (circulation 1,165)
- Jan. 30, 2012: Met with emergency service providers
- Feb. 13, 2012: Mailer with a postage-prepaid survey card distributed to 6,200 residents, businesses and property owners within and south of Florence

### Responses

Between Jan. 18 and March 20, 495 responses were received. The team received 474 responses via postage-prepaid survey card or the online survey form, 17 emails and four phone calls. See Appendix A for a detailed transcription of comments.

### Survey questions

Did you drive on the Butte Drive Detour?

- **Yes: 52%**
- No: 44%
- No answer: 4%

What alternative route did you use?

- **Florence Heights Drive: 29%**
- N/A or none: 12%
- Butte Avenue: 10%
- Other: 5%
- Stewart Street: 5%
- No answer: 39%

Were you satisfied or dissatisfied with the closure?

- **Dissatisfied: 53%**
- Satisfied: 28%
- No answer: 19%

How did the closure affect you?

- **Did not or minimally: 45%**
- **Did: 45%**
  - Increased time/mileage: 41% of those affected
  - Increased traffic: 10% of those affected
  - Inconvenient: 6% of those affected
- No answer: 10%

Would you support the permanent closure of the short section of northbound SR 79B?

- **No: 57%**
- Yes: 28%
- No answer: 15%



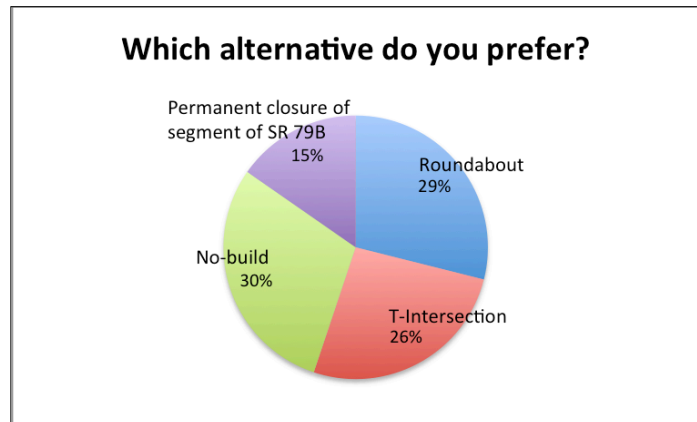
# Arizona Department of Transportation State Routes 79 and 79B Intersection Improvement Project Survey Mailer Response Analysis

If it were to close, would you use Butte Avenue as a permanent detour?

- **No: 58%**
- Yes: 30%
- No answer: 12%

Which alternative do you prefer?

- **Other than no-build: 70%**
  - **Roundabout: 29%**
  - T-intersection: 26%
  - Permanent closure of short section of SR 79B: 15%
- No-build: 30%



How were you notified of the closure?

- **Direct mail: 52%**
- Newspaper ad: 19%
- Other: 13%
  - The majority of respondents indicated they either weren't notified or they discovered it from encountering the closure and/or the road signs
  - Four were notified by a SaddleBrooke homeowners association email
- Utility bill insert: 12%
- Family/colleague/friend: 6%
- Town of Florence email: 5%
- Public meeting: 2%
- Web/Facebook/Twitter: 1%

## Conclusion

The majority of respondents agreed that the intersection needs improvement. The roundabout is the preferred option, followed closely by the T-intersection. Only 15% were in favor of the permanent closure of the short section of SR 79B.

The feedback received indicates that roughly half the respondents were directly affected by the closure. About half of respondents were unhappy with the closure, and more than half would not support the permanent closure of the short section of SR 79B. Concerns included increased traffic on residential streets, safety on other streets, and increased travel time and miles.

The most common detour used was Florence Heights Drive, which received a number of negative comments, including concerns about safety in front of a school and increased noise in a residential neighborhood.

About half of the total respondents took extra time to write additional comments. Of the 474 survey cards or online responses received, 248 respondents wrote additional comments. Those 248 comments along with the 21 telephoned and emailed comments were analyzed for the summary below.

Fifty-two respondents suggested more traffic control devices, such as rumble strips, a four-way stop, additional stop signs, or a traffic signal.

**Arizona Department of Transportation  
State Routes 79 and 79B Intersection Improvement Project  
Survey Mailer Response Analysis**

The respondents were concerned about safety, as 42 cited safety issues ranging from references to the intersection being dangerous to a few mentioning personal accidents or knowing people who died in car accidents at the intersection. Ten respondents cited visibility as a concern at the intersection.

Thirty-eight respondents mentioned cost, with 36 questioning whether the funding was available or commenting that any money spent on the intersection would be wasteful.

Twenty-nine commented negatively on the detour routes (Florence Heights Drive and Butte Avenue), mentioning the deteriorating condition of the roads, increased traffic, safety concerns for pedestrians and school zones, and difficulty for large vehicles making turns.

## **APPENDIX A**

Transcript of Comments Received

















| #   | Date    | Type        | Name                      | General Comments   | Response (if applicable) | Did you drive on the Butte Avenue Detour? |    | What alternative route did you use during the closure?      | Were you satisfied or dissatisfied with the closure? |              |   | How did the closure affect you?                                      |         | Would you support the permanent closure? |    |  | If it were to close, would you use Butte Avenue as a permanent detour? |  |      | How were you notified of the closure? |    |      |                     |             |            |                       | Which alternative would you prefer? |                      |                        |       |             |                 |          |         |   |   |  |   |   |   |   |   |  |   |  |  |
|-----|---------|-------------|---------------------------|--|--------------------------|---|----|---|--|--------------|---|--|---------|--|----|--|--|--|------|---------------------------------------|----|------|---------------------|-------------|------------|-----------------------|-------------------------------------|----------------------|------------------------|-------|-------------|-----------------|----------|---------|---|---|--|---|---|---|---|---|--|---|--|--|
|     |         |             |                           |  |                          | YES                                       | NO |   | YES  | NO           | WHY?  | DID  | DID NOT | YES                                      | NO | WHY?   | YES  | NO   | WHY? | YES                                   | NO | WHY? | UTILITY BILL INSERT | DIRECT MAIL | PUBLIC MTG | FAM/FRIEND/ COLLEAGUE | NEWS PAPER AD                       | TOWN/ FLORENCE EMAIL | WEB, FACEBOOK, TWITTER | OTHER | ROUND ABOUT | T-INTER SECTION | NO-BUILD | CLOSURE |   |   |  |   |   |   |   |   |  |   |  |  |
| 135 | 2/13/12 | survey card | Shannen Masters           | n/a  | n/a                      | 1   |    |   | 1  | inconvenient | added time  | 1  |         | 1  |    | 1  | too far out of way.  | 1  |      |                                       |    |      |                     |             |            |                       |                                     |                      |                        | 1     |             |                 |          |         |   |   |  |   |   |   |   |   |  |   |  |  |
| 141 | 2/13/12 | survey card | Jim Martin                | I was a Hwy Ptlm. in the Coolidge/Florence Area for 18 years and only 1 or 2 accidents there. that I investigated. One was fatal and it was very poor judgement = fail to yield to a semi trk  | n/a                      | 1   |    | Florence Heights Dr.  | 1  |              | Why spend \$ to Fix Something That is Not Broken                                | Both Alternate s are Longer & Wastful                                | 1       |  | 1  | It is totally Unecessary                     | 1  |  | 1    |                                       |    |      |                     |             |            |                       |                                     |                      |                        |       |             |                 | 1        |         |   |   |  |   |   |   |   |   |  |   |  |  |
| 114 | 2/13/12 | survey card | Jim Thomas                | 5th ALTERNATIVE: Make it a 2-Way stop. No conctruction needed, just sign & flasher change  | n/a                      |   | 1  | Florence Heights  | 1  |              | Too much traffic in town  | Brought more Traffic on Florence Height                              | 1       |  | 1  | Routes More Traffic Into Town                | 1  |  | 1    |                                       |    |      |                     |             |            |                       |                                     |                      |                        |       |             |                 |          | 1       |   |   |  |   |   |   |   |   |  |   |  |  |
| 121 | 2/13/12 | survey card | Deb Cornell & Joe Schultz | No Changes necessary except possible extra stop sign for traffic going South on 79. Our thirty years of driving that route I don't see a problem - only public needs to be aware of signs and learne how to drive.   | n/a                      | 1   |    | Butte & was forced to drive thru residential areas          | 1  |              | waste of fuel   | daily commute to work - drs appts, any commute west of Florence      | 1       |  | 1  |  | 1  |  | 1    |                                       |    |      |                     |             |            |                       |                                     |                      |                        |       |             |                 |          |         | 1 |   |  |   |   |   |   |   |  |   |  |  |
| 79  | 2/13/12 | survey card | M Hill                    | Leave it alone - the Y by the Burger King needs to be redone   | n/a                      | 1   |    | none  | 1  |              |   | Detour too far out of the way  | 1       |  | 1  |  | 1  |  | 1    |                                       |    |      |                     |             |            |                       |                                     |                      |                        |       |             |                 |          |         | 1 |   |  |   |   |   |   |   |  |   |  |  |
| 145 | 2/13/12 | survey card | Betty A. Davenberg        | n/a  | n/a                      | 1   |    |   | 1  |              |   | DID NOT  | 1       |  | 1  | INCONVIENCE                                  | 1  |  |      |                                       |    |      |                     |             |            |                       |                                     |                      |                        |       |             |                 |          |         |   |   |  |   |   |   |   |   |  |   |  |  |
| 136 | 2/13/12 | survey card | Norm Svenningsen          | Close it - Bring people into town - maybe more business  | n/a                      | 1   |    |   | 1  |              |   | did not at all   | 1       |  | 1  |  | 1  |  | 1    |                                       |    |      |                     |             |            |                       |                                     |                      |                        |       |             |                 |          |         |   | 1 |  |   |   |   |   |   |  |   |  |  |
| 78  | 2/13/12 | survey card | Larry Gordon              | simplify with T-intersection   | n/a                      | 1   |    |   | 1  |              |   | Did not Drive on N. Bound  | 1       |  | 1  |  | 1  |  | 1    |                                       |    |      |                     |             |            |                       |                                     |                      |                        |       |             |                 |          |         |   | 1 |  |   |   |   |   |   |  |   |  |  |
| 148 | 2/13/12 | survey card | anonymous                 | n/a  | n/a                      | 1   |    |   | 1  |              | To much Traffic on Florence Heights Road  | Did not, I live in N. Florence                                       | 1       |  | 1  | Affects the bussnesses on S. end of Florence | 1  |  | 1    |                                       |    |      |                     |             |            |                       |                                     |                      |                        |       |             |                 |          |         |   | 1 |  |   |   |   |   |   |  |   |  |  |
| 108 | 2/13/12 | survey card | Sue Landis                | I have seen too many very close calls there no matter what is done - too many people just don't pay attention - especially in the winter season  | n/a                      | 1   |    | Florence Heights Rd.  | 1  |              | that intersection SCARES me   | Didn't affect me at all  | 1       |  | 1  |  | 1  |  | 1    |                                       |    |      |                     |             |            |                       |                                     |                      |                        |       |             |                 |          |         |   |   |  | 1 |   |   |   |   |  |   |  |  |
| 87  | 2/13/12 | survey card | William McSpadden         | The roundabout is the worst of the choices!! The "As is" is the best and least cost of my money. Stick with it! We use this route often. Don't make it worse!  | n/a                      | 1   |    | Stewart St or othr cross streets (east-west)                | 1  |              | unnecessary   | Had to search for alternativ es                                      | 1       |  | 1  |  | 1  | unnecessary- No cost   | 1    |                                       | 1  |      |                     |             |            |                       |                                     |                      |                        |       |             |                 |          |         |   |   |  |   | 1 |   |   |   |  |   |  |  |
| 112 | 2/13/12 | survey card | Sheena Frizzell           | I am sad the 79B is closed! It seems the most logical and convenient solution would be the T-intersection. If the SR79B were to be permanantly closed I guarantee that there would be people that would cut across the median and such, defeting the whole purpose. Closing the SR79B is not a logical/good option. Thank you. | n/a                      | 1   |    | Florence Heights Dr., Stewart St., The canal's road, etc... | 1  |              | Because it is a huge inconvenience. travel on the SR79B at least 3 times a week | I have to plan ahead to give mme more time to take the dumb detours. | 1       |  | 1  |  | 1  | This is a joke. This would punish us locals because out-of-towners can't read signs! It is not Rocket Science, you stop at stop signs. | 1    |                                       | 1  |      |                     |             |            |                       |                                     |                      |                        |       |             |                 |          |         |   |   |  |   |   | 1 |   |   |  |   |  |  |
| 129 | 2/13/12 | survey card | Barbara A. Newman         | by clsing NB 79B you will save maintenance funds and provide access by a traffic signal on a main State Route. Go for it 4   | n/a                      | 1   |    | Used 79   | 1  |              | It simplifies movements and removes extraneous roadway                          | I liked it   | 1       |  | 1  |  | 1  |  | 1    |                                       |    |      |                     |             |            |                       |                                     |                      |                        |       |             |                 |          |         |   |   |  |   |   | 1 |   |   |  |   |  |  |
| 105 | 2/13/12 | survey card | Walt Woodrow              | We Need Two Roundabouts 2nd one where you Transition From 87 to 287 By Burger King   | n/a                      | 1   |    |   | 1  |              |   | Inconvien t To Go All The Way Around                                 | 1       |  | 1  |  | 1  |  | 1    |                                       |    |      |                     |             |            |                       |                                     |                      |                        |       |             |                 |          |         |   |   |  |   |   | 1 |   |   |  |   |  |  |
| 96  | 2/13/12 | survey card | AB. Guthrie               | n/a  | n/a                      | 1   |    | none  | 1  |              | Brings extra traffic into town  | it didn't  | 1       |  | 1  |  | 1  |  | 1    |                                       |    |      |                     |             |            |                       |                                     |                      |                        |       |             |                 |          |         |   |   |  |   |   |   | 1 |   |  |   |  |  |
| 120 | 2/13/12 | survey card | Thomas Howe               | n/a  | n/a                      | 1   |    | None  | 1  |              |   | it didn't  | 1       |  | 1  |  | 1  |  | 1    |                                       |    |      |                     |             |            |                       |                                     |                      |                        |       |             |                 |          |         |   |   |  |   |   |   |   | 1 |  |   |  |  |
| 149 | 2/13/12 | survey card | William Longmate          | IT APPEARS THE SAFEST ALTERNATIVE IS THE CLOSURE OF NORTHBOUND SR79B OR AN OVER OR UNDER PASS - ie NO STOP LIGHTS OR SIGNS.  | n/a                      | 1   |    |   | 1  |              | IT MADE HY 287 INTERSECTIO N MUCH SAFER,  | IT MADE HY 287 INTERSE CTION SAFER                                   | 1       |  | 1  |  | 1  |  | 1    |                                       |    |      |                     |             |            |                       |                                     |                      |                        |       |             |                 |          |         |   |   |  |   |   |   |   |   |  | 1 |  |  |

















| #   | Date    | Type        | Name                 | General Comments   | Response (if applicable) | Did you drive on the Butte Avenue Detour? |    | What alternative route did you use during the closure? | Were you satisfied or dissatisfied with the closure? |    |   | How did the closure affect you?                     |         | Would you support the permanent closure? |    |   | If it were to close, would you use Butte Avenue as a permanent detour? |    |      | How were you notified of the closure? |   |  |                       |               |                      | Which alternative would you prefer? |       |             |                 |          |         |  |  |  |  |   |   |   |   |                                      |   |              |   |                      |
|-----|---------|-------------|----------------------|--|--------------------------|---|----|--|--|----|---|---|---------|--|----|---|--|----|------|---------------------------------------|---|--|-----------------------|---------------|----------------------|-------------------------------------|-------|-------------|-----------------|----------|---------|--|--|--|--|---|---|---|---|--------------------------------------|---|--------------|---|----------------------|
|     |         |             |                      |  |                          | YES                                       | NO |  | YES  | NO | WHY?  | DID   | DID NOT | YES                                      | NO | WHY?  | YES  | NO | WHY? | UTILITY BILL INSERT                   | DIRECT MAIL   | PUBLIC MTG                               | FAM/FRIEND/ COLLEAGUE | NEWS PAPER AD | TOWN/ FLORENCE EMAIL | WEB, FACEBOOK, TWITTER              | OTHER | ROUND ABOUT | T-INTER SECTION | NO-BUILD | CLOSURE |  |  |  |  |   |   |   |   |                                      |   |              |   |                      |
| 226 | 2/15/12 | survey card | David L Van Vleck    | I live north of the intersection - do not use much. I believe the current system functions fine. Traffic moves smoothly  | n/a                      | 1   |    | Butte Ave detour                                       | 1  |    | Takes additional time - unnecessarily congests St Rt 79 | 1   |         | 1  |    | Current system works fine   | 1  |    | 1    |                                       | Not my normal direction of travel   |  | 1                     |               |                      |                                     |       |             |                 |          |         |  |  |  |  | 1 |   |   |   |                                      |   |              |   |                      |
| 228 | 2/15/12 | survey card | Marilyn Welker       | I see too many wrecks there. Also people run thru the warning sign all the time. I try & avoid this intersection if at all possible - It is a hard place to go thru-   | n/a                      |   | 1  | Cactus Forrest and Diffen Rd.                          | 1  |    |   |   |         |  |    |   |  |    |      |                                       |   |  | 1                     |               |                      |                                     |       |             |                 |          |         |  |  |  |  |   |   | 1 |   |                                      |   |              |   |                      |
| 231 | 2/15/12 | survey card | Phil & Irene Capanna | I have seen many roundabouts in other states especially in New Jersey and they work exceptionally well.  | n/a                      | 1   |    | SR 287 West to Coolidge & Casa Grand                   | 1  |    |   |   |         |  |    |   |  |    |      |                                       | TO FAR AWAY   |  | 1                     |               |                      |                                     |       |             |                 |          |         |  |  |  |  |   |   | 1 |   |                                      |   |              |   |                      |
| 240 | 2/15/12 | survey card | anonymous            | n/a  | n/a                      | 1   |    |  |  |    |   |   |         |  |    |   |  |    |      |                                       |   |  | 1                     |               |                      |                                     |       |             |                 |          |         |  |  |  |  |   |   | 1 |   |                                      |   |              |   |                      |
| 241 | 2/15/12 | survey card | David Liberis        | APPRECIATE YOUR ASKING THE PUBLIC FOR THEIR INPUT BEFORE MAKING FINAL/PERMANENT PLANS  | n/a                      | 1   |    | DID NOT DRIVE IN AREA DURING CLOSURE                   |  |    | N/A   |   |         |  |    |   |  |    |      |                                       | PERHAPS   |  | 1                     |               |                      |                                     |       |             |                 |          |         |  |  |  |  |   |   | 1 |   |                                      |   |              |   |                      |
| 272 | 2/16/12 | online      | anonymous            |  |                          | 1   |    | Florence Heights Blvd.                                 | 1  |    | I had to go out of my way to get to work                | 1   |         | 1  |    | It cuts off a direct route to Coolidge and Main St.   | 1  |    | 1    |                                       | with increased traffic thru downtown Florence, two stops, school zones etc. I'll find another way   |  |                       |               |                      |                                     |       |             |                 |          |         |  |  |  |  |   | 1 |   |   | flashing sign saying road was closed |   |              |   |                      |
| 273 | 2/16/12 | online      | anonymous            |  |                          | 1   |    | U turn   | 1  |    | additional miles(1.6)                                   | 1   |         | 1  |    | again see above   | 1  |    | 1    |                                       | there are other routes that would be better for me than to drive to the middle of town to come back |  |                       |               |                      |                                     |       |             |                 |          |         |  |  |  |  |   |   |   | 1 |                                      |   |              |   |                      |
| 274 | 2/16/12 | online      | anonymous            |  |                          | 1   |    |  | 1  |    | it is a dumb idea.                                      | 1   |         | 1  |    | if people cannot follow existing, do you really want to route them thru town?! If they cannot stop at the existing stop sign and yield to traffic, do you think that they would be smart enough to make it thru any of the other options? The answer is NO. Leave it alone. | 1  |    | 1    |                                       | Florence Heights Dr is more convenient  |  |                       |               |                      |                                     |       |             |                 |          |         |  |  |  |  |   |   |   |   | 1                                    |   | not notified |   |                      |
| 257 | 2/16/12 | survey card | Rus Medlock          | Roundabouts are great, use them in Mesa/Phoenix, otherwise close the 79B North and use alternative route or build an overpass.   | n/a                      | 1   |    | Florence Heights Drive                                 | 1  |    |   |   |         |  |    | (Not really.)   | 1  |    | 1    |                                       |   |  |                       |               |                      |                                     |       |             |                 |          |         |  |  |  |  |   |   |   | 1 |                                      |   |              |   |                      |
| 266 | 2/16/12 | survey card | Huey Ward            | n/a  | n/a                      | 1   |    | None   |  |    |   |   |         |  |    | (Our business is on North End of Florence)  | 1  |    | 1    |                                       | if it's safer   |  | 1                     |               |                      |                                     |       |             |                 |          |         |  |  |  |  |   |   |   |   |                                      |   |              |   |                      |
| 253 | 2/16/12 | survey card | John Silvas          | A lot of wasted time & money. Seems like ADOT is trying to justify your jobs by fixing something that's not broken. The locals don't use your numbering system. How will people coming from Tucson get to the Florence cemetery? | n/a                      | 1   |    | Didn't affect me.                                      | 1  |    | I'll ask you why?                                       | Coming north from Tucson                            |         |  | 1  |   | No reason for it.  | 1  |      | 1                                     |   | Don't see why anything has to change.    |                       |               |                      |                                     |       |             |                 |          |         |  |  |  |  |   |   |   |   |                                      | 1 |              | I saw the detour signs on the highways. |                      |
| 264 | 2/16/12 | survey card | Pamela Brannon       | I have had 2 accidents as this intersection and I still think that it is better no road at all. I think that the T Intersection in the best.   | n/a                      | 1   |    | Florence High Drive, Stewart St.                       | 1  |    | Had to go out of my way to go to Coolidge or church     | Had to go out of my way to go to Coolidge or church |         |  | 1  |   | You are sending big trucks through town                                | 1  |      | 1                                     |   | I would use Stewart or Florence High Dr. |                       | 1             |                      |                                     |       |             |                 |          |         |  |  |  |  |   |   |   |   | 1                                    |   |              |   |                      |
| 267 | 2/16/12 | survey card | John W. Baker        | Would like to see 79B intersection remain as is with a traffic light signal for both south bound and north bound traffic.  | n/a                      | 1   |    | Southbound 79B from Butte Ave.                         | 1  |    | I think an alternate solution would be better           | I live west of the affected intersection            |         |  | 1  |   | Again I believe an alternate method                                    | 1  |      | 1                                     |   |  |                       | 1             |                      |                                     |       |             |                 |          |         |  |  |  |  |   |   |   |   |                                      |   | 1            |   | 1/traffic light sign |



| #   | Date    | Type        | Name                 | General Comments  | Response (if applicable)   | Did you drive on the Butte Avenue Detour? |    | What alternative route did you use during the closure?                               | Were you satisfied or dissatisfied with the closure? |    |   | How did the closure affect you? |         | Would you support the permanent closure?           |    |      | If it were to close, would you use Butte Avenue as a permanent detour? |    |      | How were you notified of the closure? |             |            |                       |               |                      |                        | Which alternative would you prefer? |             |                 |          |         |  |   |  |  |  |
|-----|---------|-------------|----------------------|---|--|---|----|--|--|----|---|---------------------------------|---------|--|----|------|--|----|------|---------------------------------------|-------------|------------|-----------------------|---------------|----------------------|------------------------|-------------------------------------|-------------|-----------------|----------|---------|--|---|--|--|--|
|     |         |             |                      |   |  | YES                                       | NO |  | YES  | NO | WHY?  | DID                             | DID NOT | YES  | NO | WHY? | YES  | NO | WHY? | UTILITY BILL INSERT                   | DIRECT MAIL | PUBLIC MTG | FAM/FRIEND/ COLLEAGUE | NEWS PAPER AD | TOWN/ FLORENCE EMAIL | WEB. FACEBOOK, TWITTER | OTHER                               | ROUND ABOUT | T-INTER SECTION | NO-BUILD | CLOSURE |  |   |  |  |  |
| 244 | 2/16/12 | email       | Chip Frizzell        | I would like to share my thoughts on the situation at SR79/79B interchange. 1)Routing traffic via Butte Ave is a BAD idea because the intersection of Butte and Main is not a friendly corner for vehicles pulling trailers. Increasing traffic thru there is only inviting more problems/accidents into town and with pedestrians. 2)Alt. 1, the roundabout is a bad idea because roundabouts confuse as many if not more people than the existing situation that exists. Don't waste money on this option. 3)Alt. 2,T intersection, how can this be any better than what exists? Vehicles can't seem to stop at the existing West bound stop sign but someone thinks they will stop at an East bound stop sign? Not only that, it would now have the option of crossing traffic in two directions!!! How is that a better idea? 4)Alt. 4, Permanent Closure, see item #1 above. Don't get people run over in town. That will just move the accidents from one spot to another. 5)Alt. 5, the "real" problem with the current situation is the way that South bound 79 curves around. When people unfamiliar with the intersection stop, they look to the right (but not far enough to the right!) and then pull out in front of the oncoming traffic. Re-route South bound lane further to the West (sooner) and then back into alignment with existing. That way, when someone stops and looks right, any oncoming traffic will be visible where someone would "expect" to see traffic | Thank you for your comments on the SR 79 project. We are documenting all comments for review. The ADOT team will be analyzing the results of the study as well as all comments received. That analysis is scheduled to be made available in the late spring. |   |    |  |  |    |   |                                 |         |  |    |      |  |    |      |                                       |             |            |                       |               |                      |                        |                                     |             |                 |          |         |  |   |  |  |  |
| 275 | 2/16/12 | online      | anonymous            |   |  | 1   |    | Florence Heights Dr  | 1  |    | Too inconvenient  | 1                               | 1       | Too inconvenient                                   | 1  |      | no other choice  | 1  |      |                                       |             |            |                       |               |                      |                        |                                     |             |                 |          |         |  |   |  |  |  |
| 245 | 2/16/12 | survey card | Joe Pyritz           | ADOT does a very good job in its communications to the public and media.  | n/a  | 1   |    |  | 1  |    | I felt there was adequate signage and directions for detour.    | 1                               | 1       | I feel it is an excellent bypass of Florence.      | 1  |      |  | 1  |      |                                       |             |            |                       |               |                      |                        |                                     |             | 1               |          |         |  |   |  |  |  |
| 248 | 2/16/12 | survey card | Debbie Novotny       | n/a   | n/a  | 1   | 1  |  |  |    |   | 1                               |         |  |    |      |  | 1  |      |                                       |             |            |                       |               |                      |                        |                                     |             |                 |          | 1       |  |   |  |  |  |
| 250 | 2/16/12 | survey card | Keith Windham        | I didn't realize that the city had extra money for this project.  | n/a  | 1   |    | none   | 1  |    |   | 1                               | 1       | Don't route more traffic thru town past 2 schools. | 1  |      | This is a bad suggestion   | 1  |      |                                       |             |            |                       |               |                      |                        |                                     |             |                 |          | 1       |  |   |  |  |  |
| 251 | 2/16/12 | survey card | John Anderson        | n/a   | n/a  | 1   |    |  | 1  |    | Stayed away based on neighborhood complaints dangerous/not safe | 1                               | 1       |  | 1  |      | I would avoid downtown   | 1  |      |                                       |             |            |                       |               |                      |                        |                                     |             |                 | 1        |         |  |   |  |  |  |
| 252 | 2/16/12 | survey card | Linda Kayser         | n/a   | n/a  | 1   |    | Butte Ave.   | 1  |    | dangerous/not safe  | 1                               | 1       |  | 1  |      |  | 1  |      |                                       |             |            |                       |               |                      |                        |                                     |             |                 | 1        | 1       |  |   |  |  |  |
| 254 | 2/16/12 | survey card | Mrs. C. Williams     | If it isn't broke - don't fix it!! Spend the money elsewhere. Don't add further confusion to us old folks. I've had my say - do not need any further contact.   | n/a  | 1   | 1  |  |  |    | Did not drive there.  | 1                               |         | Just wonder to what advantage?                     | 1  |      | Never drive there.   | 1  |      |                                       |             |            |                       |               |                      |                        |                                     |             |                 | 1        | 1       |  |   |  |  |  |
| 262 | 2/16/12 | survey card | anonymous            | Definitely NOT a Roundabout   | n/a  | 1   |    |  |  |    |   | 1                               | 1       | If it's not broke, don't fix it.                   | 1  |      |  | 1  |      |                                       |             |            |                       |               |                      |                        |                                     |             |                 |          | 1       |  |   |  |  |  |
| 263 | 2/16/12 | survey card | Mary M. Auer         | n/a   | n/a  | 1   |    |  |  |    |   | 1                               | 1       |  | 1  |      |  | 1  |      |                                       |             |            |                       |               |                      |                        |                                     |             |                 |          |         |  | 1 |  |  |  |
| 269 | 2/16/12 | survey card | Mr. & Mrs. N. Dulski | n/a   | n/a  | 1   | 1  | n/a  |  |    | n/a   | 1                               | 1       | A good route to Phoenix from NW Tucson             | 1  |      | No other choice  | 1  |      |                                       |             |            |                       |               |                      |                        |                                     |             |                 |          | 1       |  |   |  |  |  |
| 271 | 2/16/12 | survey card | Del & Rosa Seymour   | We own a condo & are here 5 1/2 months out of a year. We have traveled in Europe & they have very many roundabouts & they work very well. We highly would recommend them.   | n/a  | 1   |    | none   | 1  |    |   |                                 | 1       | 1  |    | 1    |  |    | 1    |                                       |             |            |                       |               |                      |                        |                                     |             |                 | 1        |         |  |   |  |  |  |
| 308 | 2/17/12 | online      | anonymous            |   |  | 1   |    | see #1   | 1  |    | no direct access to Hwy287 or downtown Florence                 | 1                               |         | see #3   | 1  |      | i would use other streets  | 1  |      |                                       |             |            |                       |               |                      |                        |                                     |             |                 |          | 1       |  |   |  |  |  |
| 309 | 2/17/12 | online      | anonymous            |   |  | 1   |    | the first street on your left going north on 79; between the apartments and florence | 1  |    | i did not think it was necessary                                | 1                               |         | not needed and inconvenient                        | 1  |      | Going to Coolidge or to restaurant would be a pain in the Butte!       | 1  |      |                                       |             |            |                       |               |                      |                        |                                     |             |                 |          | 1       |  |   |  |  |  |
| 287 | 2/17/12 | survey card | Donald W. Stephenson | n/a   | n/a  | 1   |    |  | 1  |    | Caused me to drive further than I did before to get downtown    | 1                               |         | But only if a better alt. route is established     | 1  |      |  | 1  |      |                                       |             |            |                       |               |                      |                        |                                     |             |                 |          |         |  | 1 |  |  |  |









| #   | Date    | Type        | Name                        | General Comments  | Response (if applicable) | Did you drive on the Butte Avenue Detour? |    | What alternative route did you use during the closure? | Were you satisfied or dissatisfied with the closure? |    |  | How did the closure affect you? |         |     | Would you support the permanent closure? |      |     | If it were to close, would you use Butte Avenue as a permanent detour? |      |     | How were you notified of the closure?   |  |                     |             |            |                       |               | Which alternative would you prefer? |                        |       |             |                 |          |         |  |  |  |   |  |  |   |  |   |   |   |   |  |   |   |   |   |   |  |  |  |  |
|-----|---------|-------------|-----------------------------|---|--------------------------|---|----|--|--|----|--|---------------------------------|---------|-----|--|------|-----|--|------|-----|---|--|---------------------|-------------|------------|-----------------------|---------------|-------------------------------------|------------------------|-------|-------------|-----------------|----------|---------|--|--|--|---|--|--|---|--|---|---|---|---|--|---|---|---|---|---|--|--|--|--|
|     |         |             |                             |   |                          | YES                                       | NO |  | YES  | NO | WHY?   | DID                             | DID NOT | YES | NO                                       | WHY? | YES | NO   | WHY? | YES | NO  | WHY?   | UTILITY BILL INSERT | DIRECT MAIL | PUBLIC MTG | FAM/FRIEND/ COLLEAGUE | NEWS PAPER AD | TOWN/ FLORENCE EMAIL                | WEB, FACEBOOK, TWITTER | OTHER | ROUND ABOUT | T-INTER SECTION | NO-BUILD | CLOSURE |  |  |  |   |  |  |   |  |   |   |   |   |  |   |   |   |   |   |  |  |  |  |
| 316 | 2/18/12 | survey card | Huckabay                    | Why? Waste of money.  | n/a                      | 1   |    | Butte Ave.   | 1  |    | All the roads entering Florence are at an angle so all are not safe.   |                                 |         | 1   |  | 1    |     |  |      | 1   |   |  |                     |             |            |                       |               |                                     |                        |       |             |                 |          |         |  |  |  | 1 |  |  |   |  |   |   |   |   |  |   |   |   |   |   |  |  |  |  |
| 318 | 2/18/12 | survey card | anonymous                   | n/a   | n/a                      | 1   |    | all  | 1  |    |  |                                 |         | 1   |  | 1    |     |  |      | 1   |   |  |                     |             |            |                       |               |                                     |                        |       |             |                 |          |         |  |  |  |   |  |  | 1 |  |   |   |   |   |  |   |   |   |   |   |  |  |  |  |
| 320 | 2/18/12 | survey card | Mel Eggleston               | I don't think most USA impatient drivers would be safe in a roundabout - it's just as scary as the one you already have.  | n/a                      | 1   | 1  | I would have used Florence Heights Drive               | 1  | 1  | That is a real scary intersection.   |                                 | 1       | 1   |  |      |     |  |      | 1   |   | would have used Florence Heights Dr, it's closer, less traffic   | 1                   |             |            |                       |               |                                     |                        |       |             |                 |          |         |  |  |  |   |  |  |   |  | 1 |   |   |   |  |   |   |   |   |   |  |  |  |  |
| 322 | 2/18/12 | survey card | Angel & Virginia Mendiville | T-intersection preferable to Roundabout - can be confusing for some, but they do slow the traffic. I am sure closure is the most cost effective, however I don't know how Butte Ave was affected. | n/a                      | 1   |    | Florence Heights                                       | 1  |    | Did not pose a problem for us.   |                                 | 1       | 1   |  |      |     |  |      | 1   |   | We live just off 287 and that is a round about route.  | 1                   |             |            |                       |               |                                     |                        |       |             |                 |          |         |  |  |  |   |  |  |   |  | 1 |   |   |   |  |   |   |   |   |   |  |  |  |  |
| 323 | 2/18/12 | survey card | Eppinga                     |   | n/a                      |   | 1  | Continued north to Hunt Hwy then west.                 | 1  |    | Had to change plans.   | 1                               |         | 1   |  | 1    |     |  |      | 1   |   | Even more time consuming because of the lights and additional traffic.                                       | 1                   |             |            |                       |               |                                     |                        |       |             |                 |          |         |  |  |  |   |  |  |   |  |   |   | 1 |   |  |   |   |   |   |   |  |  |  |  |
| 325 | 2/20/12 | online      | anonymous                   |   |                          |   | 1  |  |  |    |  |                                 |         | 1   |  | 1    |     |  |      | 1   |   | A friend told me. I also read a Letter to the Editor on-line in the Florence Reminder. It was a good letter! |                     |             |            |                       |               |                                     |                        |       |             |                 |          |         |  |  |  |   |  |  |   |  |   |   | 1 |   |  |   |   |   |   |   |  |  |  |  |
| 326 | 2/20/12 | online      | anonymous                   |   |                          |   | 1  |  |  |    |  |                                 | 1       |     | 1  |      |     |  |      | 1   |   | detour should avoid traffic lights   | 1                   |             |            |                       |               |                                     |                        |       |             |                 |          |         |  |  |  |   |  |  |   |  |   |   |   | 1 |  |   |   |   |   |   |  |  |  |  |
| 363 | 2/21/12 | online      | anonymous                   |   |                          | 1   |    |  |  | 1  | Inconvient to drive all the way into Florence then back out just to get to Coolidge or head to the I-10  | 1                               |         | 1   |  | 1    |     |  | 1    |     | Its ridiculous, figure out another way.   |  |                     |             |            |                       |               |                                     |                        |       |             |                 |          |         |  |  |  |   |  |  |   |  |   | 1 |   |   |  |   |   |   |   |   |  |  |  |  |
| 364 | 2/21/12 | online      | anonymous                   |   |                          | 1   |    | Florence Heights Drive to 287                          | 1  |    | why drive a longer distance to get to Rt 287?  | 1                               |         | 1   |  | 1    |     |  | 1    |     | what is 79A?  | 1  |                     |             |            |                       |               |                                     |                        |       |             |                 |          |         |  |  |  |   |  |  |   |  |   |   |   | 1 |  |   |   |   |   |   |  |  |  |  |
| 366 | 2/21/12 | online      | anonymous                   |   |                          | 1   |    | Florence Heights Rd                                    | 1  |    | caused more time delay getting to destination and wasted gas...also brought traffic into the school bus depot area causing a detriment and safety concern for the bus drivers and children in the area | 1                               |         | 1   |  | 1    |     |  | 1    |     | see above explanation   | 1  |                     |             |            |                       |               |                                     |                        |       |             |                 |          |         |  |  |  |   |  |  |   |  |   |   |   |   |  | 1 |   |   |   |   |  |  |  |  |
| 367 | 2/21/12 | online      | anonymous                   |   |                          | 1   | 1  | the cut off next to the sheriff dept yard              | 1  |    | re-route through Florence narrow streets make no sense   | 1                               |         | 1   |  | 1    |     |  | 1    |     | already stated  | 1  |                     |             |            |                       |               |                                     |                        |       |             |                 |          |         |  |  |  |   |  |  |   |  |   |   |   |   |  |   |   | 1 |   |   |  |  |  |  |
| 368 | 2/21/12 | online      | anonymous                   |   |                          | 1   |    | florence hieghts rd                                    | 1  |    |  | 1                               |         | 1   |  | 1    |     |  | 1    |     | more traffic into the through the town, improvments need to be made in town to handle |  |                     |             |            |                       |               |                                     |                        |       |             |                 |          |         |  |  |  |   |  |  |   |  |   |   |   |   |  |   | 1 |   |   |   |  |  |  |  |
| 370 | 2/21/12 | online      | anonymous                   |   |                          |   | 1  | Florence Hts   | 1  |    | Didn't have to drive across a dangerous intersection   | 1                               |         | 1   |  | 1    |     |  | 1    |     |   | I would use Florence hts   |                     |             |            |                       |               |                                     |                        |       |             |                 |          |         |  |  |  |   |  |  |   |  |   |   |   |   |  |   |   |   | 1 |   |  |  |  |  |
| 371 | 2/21/12 | online      | anonymous                   |   |                          |   | 1  |  | 1  |    | out of the way   | 1                               |         | 1   |  | 1    |     |  | 1    |     | out of the way  | 1  |                     |             |            |                       |               |                                     |                        |       |             |                 |          |         |  |  |  |   |  |  |   |  |   |   |   |   |  |   |   |   | 1 |   |  |  |  |  |
| 372 | 2/21/12 | online      | anonymous                   |   |                          |   | 1  | Florence Heights Drive                                 | 1  |    |  | 1                               |         | 1   |  | 1    |     |  | 1    |     | Not reason to put that traffic into down town Florence                                | 1  |                     |             |            |                       |               |                                     |                        |       |             |                 |          |         |  |  |  |   |  |  |   |  |   |   |   |   |  |   |   |   |   | 1 |  |  |  |  |























ADOT PROJECT NO. 079 PN 132 H7904 01L  
SR 79 AT SR 79B – INTERSECTION RECONGURATION  
FLORENCE - PAYSON HIGHWAY

**NORTHBOUND SR 79B TEST CLOSURE**  
**BEFORE TEST / DURING TEST**  
**PRELIMINARY TRAFFIC FINDINGS**  
**TURNING MOVEMENT COUNT SUMMARY**  
**VEHICLE COUNTS & SPEEDS**

April 12, 2012

PREPARED FOR:  
TRAFFIC SAFETY SECTION  
TRAFFIC ENGINEERING GROUP  
INTERMODAL TRANSPORTATION DIVISION  
ARIZONA DEPARTMENT OF TRANSPORTATION



PREPARED BY:  
STANLEY CONSULTANTS, INC.

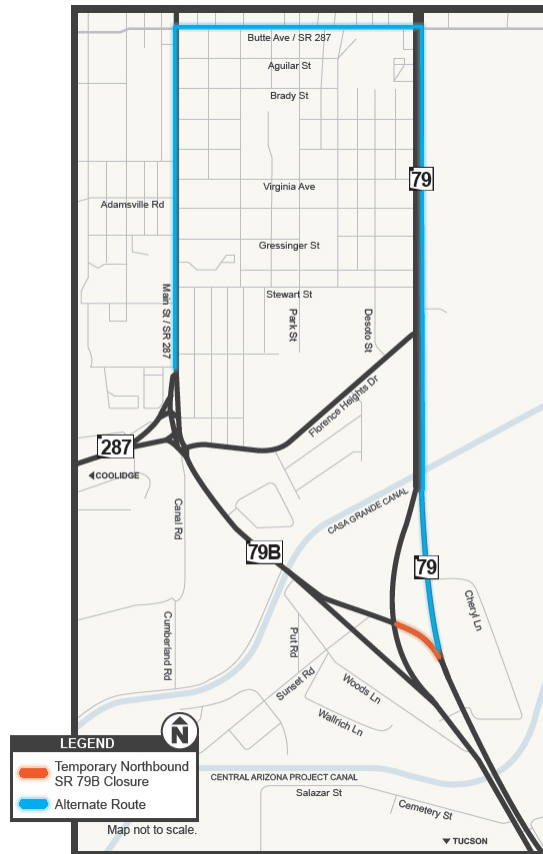


**A. INTRODUCTION:**

Project 079 PN 132 H7904 01L, SR 79 at SR 79B – Intersection Reconfiguration is an Arizona Department of Transportation (ADOT) Traffic Safety Section project. The project is currently in the Initial Project Assessment (IPA) phase, in which three roadway alternatives have been evaluated for reconfiguring the existing SR 79 at SR 79B intersection. A fourth alternative being considered would eliminate the existing segment of northbound SR 79B between northbound SR 79 and southbound SR 79 (approximately 740 linear feet of roadway).

AM and PM peak hour turning movement counts and bi-directional machine traffic counts were collected before the test closure and during the test closure of northbound SR 79B to gain an understanding as to how a permanent closure of the route might affect area travel patterns. The graphic below depicts the signed rerouting of northbound SR 79B traffic to make a left turn at Butte Avenue to access SR 287 and downtown Florence via Main Street during the temporary closure, which occurred from February 1, 2012 to February 15, 2012.

A detailed schedule for the activities involved in the test closure of northbound SR 79B is included in Attachment 1.



**B. PURPOSE:**

The purpose of this technical memo is to present and analyze the traffic data collected before and during the test closure of northbound SR 79B.

### **C. RESULTS OF TURNING MOVEMENT COUNTS AT:**

- **SR 79 AT FLORENCE HEIGHTS DRIVE**
- **SR 79 AT BUTTE AVENUE**
- **SR 79B/SR 287 AT FLORENCE HEIGHTS DRIVE**

Three focus intersections were counted for peak hour turning movements before and during the test closure:

1. SR 79 at Florence Heights Drive
2. SR 79 at Butte Avenue
3. SR 79B/SR 287 at Florence Heights Drive

The “before” test closure count was performed on January 18, 2012, and the “during” test closure count was performed on February 15, 2012. Traffic Research and Analysis (TRA) collected volumes on both days during the AM peak (6:00 to 9:00) and PM peak (3:00 to 5:00).

The motorists that wanted to proceed northbound on SR 79B but were unable to were signed on a detour route north on SR 79 and west on Butte Avenue. Motorists familiar with the area used Florence Heights Drive and other minor residential streets to access their destination.

With the closure of northbound SR 79B from northbound SR 79, the following observations were made from the data:

#### **AM Peak Hour**

Based on the differences between the “before and “during” test closure counts, it appears that:

1. 65 vehicles were not able to proceed northbound on SR 79B.
2. 44 additional vehicles turned left from northbound SR 79 to westbound Florence Heights Drive.
3. 21 additional vehicles continued northbound on SR 79 past Florence Heights Drive.
4. 25 additional vehicles turned from northbound SR 79 to westbound Butte Avenue.
5. 46 additional vehicles turned from westbound Florence Heights Drive to northbound SR 79B/SR 287.

#### **PM Peak Hour**

Based on the differences between the “before and “during” test closure counts, it appears that:

1. 42 vehicles were not able to proceed northbound on SR 79B.
2. 31 additional vehicles turned left from northbound SR 79 to westbound Florence Heights Drive.
3. 11 additional vehicles continued northbound on SR 79 past Florence Heights Drive.
4. 8 additional vehicles turned from northbound SR 79 to westbound Butte Avenue.
5. 38 additional vehicles turned from westbound Florence Heights Drive to northbound SR 79B/SR 287.

In summary, it appear that the majority of vehicles that were unable to proceed onto the SR 79B during the closure diverted to northbound 79, west on westbound Florence Heights Drive, then northbound on SR 79B/SR 287:

- 44 of 62 (71%) in the AM peak
- 31 of 41 (76%) in the PM peak

Attachment 2 presents a summary of the turning movement counts of the “before” and “during” test closure traffic volumes.

**D. EFFECTS OF CONSTRUCTING A NORTHBOUND LEFT TURN LANE ON SR 79 TO WESTBOUND FLORENCE HEIGHTS DRIVE PRIOR TO THE TEST CLOSURE OF NORTHBOUND SR 79B:**

In an effort improve operational efficiency along SR 79, a northbound left turn lane was constructed at Florence Heights Drive and was opened to traffic in mid-December 2011. Table 1 below summarizes the peak hour volumes using the left turn lane.

**Table 1:  
Florence Heights Drive  
Northbound Left Turn Lane Peak Hour Volumes**

| <b>CONDITION</b>       | <b>AM PEAK</b> | <b>PM PEAK</b> |
|------------------------|----------------|----------------|
| Without Left Turn Lane | 4              | 1              |
| With Left Turn Lane    | 0              | 5              |
| During Test            | 44             | 36             |

Conclusion: Adding the northbound left turn lane did not appear to attract new traffic to the northbound left turn (i.e. northbound SR 79 to westbound Florence Heights Drive).

**E. RESULTS OF TRAFFIC VOLUME COUNTS AND SPEEDS**

ADOT Southern Regional Traffic counted vehicles and measured speeds on Butte Avenue, Virginia Avenue, Feliz Street, Stewart Street and Florence Heights Drive before and during the test closure. These east-west counts and speeds were taken between SR 79 and Main Street.

The volume and speed data analyzed in this section was collected using in-lane sensors for traffic counting. In general, the “before” test closure data was collected from January 20, 2012 to January 27, 2012, and “during” the test closure data was collected from February 8, 2012, to February 15, 2012. General findings are noted below.

- **BUTTE AVENUE**

- Eastbound: Volume – Generally higher during test  
Speed – No data

- Westbound: Volume – Generally higher during test, especially on Saturday and Sunday  
Speed – No pattern

- **VIRGINIA AVENUE**

- Eastbound: Volume – No data  
Speed – No data

- Westbound: Volume – No data  
Speed – No data



- **FELIZ STREET**

Eastbound: Volume – Limited data and very low volume street; no pattern  
Speed – Limited data; no pattern  
Westbound: Volume – Limited data and very low volume; no pattern  
Speed – Limited data; lower speeds in general

- **STEWART STREET**

Eastbound: Volume – No pattern  
Speed – Questionable data; generally higher  
Westbound: Volume – Generally higher during test  
Speed – No pattern

- **FLORENCE HEIGHTS DRIVE**

Eastbound: Volume – No pattern  
Speed – Limited data; no pattern  
Westbound: Volume – Generally higher during test  
Speed – Limited data; no pattern

Attachment 3 presents a summary of the east-west counts and speeds.

## **F. PUBLIC COMMENTS**

ADOT CCP prepared a mailing and survey for area residents. In addition, the project team made a presentation to the Florence Town Council on January 17, 2012. The results of the public outreach will be presented separately by ADOT CCP.

# ATTACHMENT 1

Schedule for the Temporary Closure of Northbound SR 79B

## SCHEDULE

### Temporary Closure of Northbound SR 79B

| Action   | Responsibility                             | Approx. Due Dates                   |
|--|--|-------------------------------------|
| Traffic counts: <ul style="list-style-type: none"> <li>• Turning movements at SR 79 at Florence Hts</li> </ul>   | Stanley Consultants                        | 12-09-2011                          |
| Minor widening and re-stripe to add a NB SR 79 left turn lane to Florence Heights Drive  | ADOT Tucson District/Maintenance           | 12-16-2011                          |
| Prepare and distribute a public information plan (mailer/survey, PowerPoint for January council presentation, media release)   | ADOT CCP                                   | 12-16-2011                          |
| Prepare and distribute a work order and sign concept to the Project Team   | ADOT Regional Traffic                      | 12-31-2011                          |
| Traffic counts: <ul style="list-style-type: none"> <li>• Turning movements at SR 79 at Florence Hts</li> <li>• Turning movements at SR 79B at Florence Hts</li> <li>• Turning movements at SR 79 at Butte</li> </ul> | Stanley Consultants                        | Wed.<br>1-18-2012                   |
| Count EB and WB traffic volumes and speeds on the western half of Stewart Street (2 blocks east of Main St.), Florence Hts Dr., Butte, Main St.  | ADOT Regional Traffic                      | Wed.<br>1-20-2012 thru<br>1-27-2012 |
| Temporary closure and signing modifications  | ADOT Tucson District/ Regional Traffic     | Tues.<br>1-31-2012                  |
| Close NB SR 79B  | ADOT Tucson District/ADOT Regional Traffic | Wed.<br>2-01-2012                   |
| Traffic counts: <ul style="list-style-type: none"> <li>• Turning movements at SR79 at Florence Hts</li> <li>• Turning movements at SR79B at Florence Hts</li> <li>• Turning movements at SR79 at Butte</li> </ul>    | Stanley Consultants                        | Wed.<br>2-15-2012                   |
| Count EB and WB traffic volumes and speeds on the western half of Stewart Street (2 blocks east of Main St.), Florence Hts Dr., Butte, Main St.  | ADOT Regional Traffic                      | Wed.<br>2-08-2012 thru<br>2-15-2012 |
| Reopen NB SR 79B – Remove temporary closure and signing modifications  | ADOT Tucson District/ADOT Regional Traffic | 2-16-2012                           |
| Compile counts into memorandum   | Stanley Consultants                        | March 2012                          |
| Results meeting  | Stanley Consultants                        | March 2012                          |

## ATTACHMENT 2

“Before and “During”

Turning Movement Counts at:

- SR79 at Florence Heights Drive
- SR 79 at Butte Avenue
- SR 79B / SR 287 at Florence Heights Drive

**BEFORE TEST/DURING TEST DATA COMPARISON**

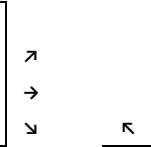
**AM Peak Hour Turning Movements**

**KEY**

|                 |
|-----------------|
| DURING - BEFORE |
| DURING TEST     |
| BEFORE TEST     |



|                 |
|-----------------|
| DURING - BEFORE |
| DURING TEST     |
| BEFORE TEST     |



|                 |
|-----------------|
| BEFORE TEST     |
| DURING TEST     |
| DURING - BEFORE |

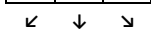


|                 |
|-----------------|
| BEFORE TEST     |
| DURING TEST     |
| DURING - BEFORE |



**SR 79B or SR 287**

|    |    |     |
|----|----|-----|
| -1 | 6  | 9   |
| 0  | 50 | 165 |
| 1  | 44 | 156 |

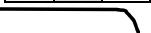


|    |     |    |
|----|-----|----|
| 71 | 117 | 46 |
| 7  | 0   | -7 |
| 0  | 2   | 2  |



**Canal Rd**

|    |   |   |
|----|---|---|
| 1  | 2 | 1 |
| -2 | 0 | 2 |
| 0  | 1 | 1 |



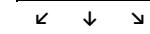
|   |     |   |
|---|-----|---|
| 0 | 81  | 6 |
| 0 | 19  | 6 |
| 0 | -62 | 0 |



**SR 79B or SR 287**

**SR 79**

|     |     |    |
|-----|-----|----|
| 43  | 1   | -5 |
| 191 | 126 | 73 |
| 148 | 125 | 78 |



|    |    |    |
|----|----|----|
| 16 | 11 | -5 |
| 17 | 27 | 10 |
| 22 | 18 | -4 |



**Butte Ave**

**Butte Ave**

|    |     |     |
|----|-----|-----|
| 20 | 158 | 138 |
| 11 | 52  | 41  |
| 2  | 16  | 14  |

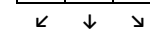


|    |     |    |
|----|-----|----|
| 20 | 224 | 67 |
| 45 | 255 | 67 |
| 25 | 31  | 0  |



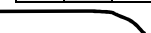
**SR 79**

|     |     |   |
|-----|-----|---|
| 111 | -67 | 1 |
| 168 | 0   | 1 |
| 57  | 67  | 0 |



**Florence Heights Dr**

|    |     |     |
|----|-----|-----|
| 2  | 168 | 166 |
| 0  | 0   | 0   |
| -2 | 1   | 3   |



|    |     |   |
|----|-----|---|
| 0  | 123 | 0 |
| 44 | 144 | 0 |
| 44 | 21  | 0 |



**SR 79**

**BEFORE TEST/DURING TEST DATA COMPARISON**

**PM Peak Hour Turning Movements**

**KEY**

|                 |
|-----------------|
| DURING - BEFORE |
| DURING TEST     |
| BEFORE TEST     |

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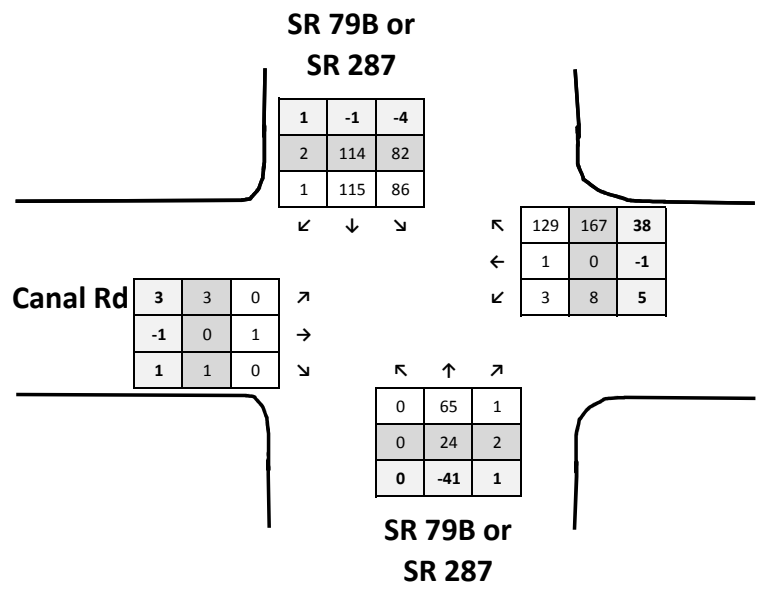
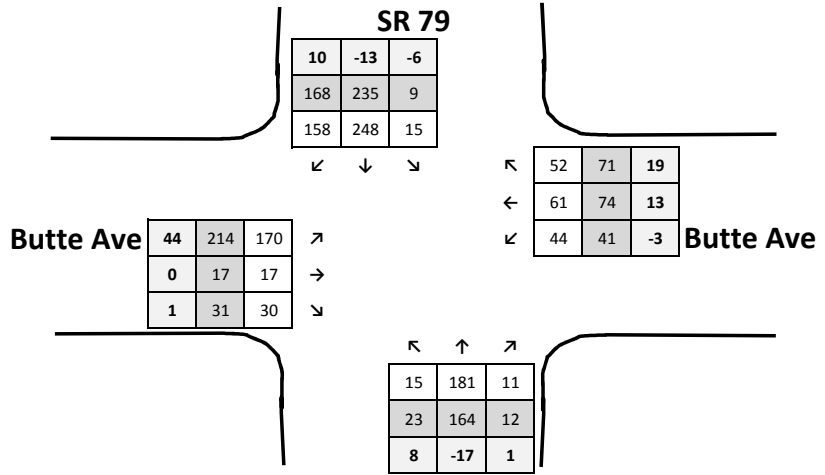
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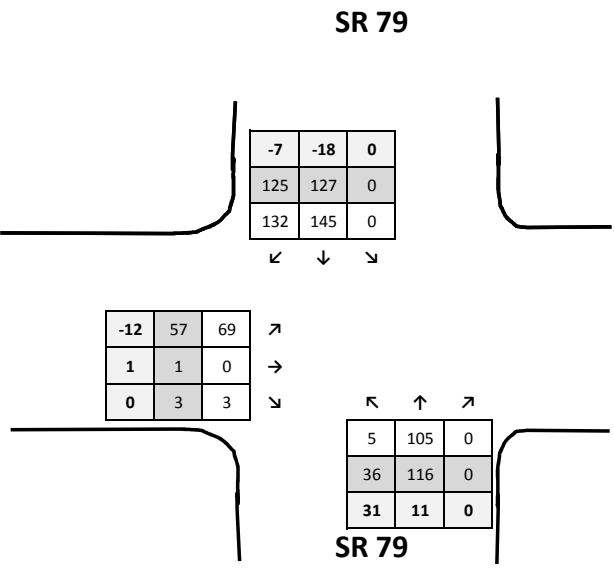
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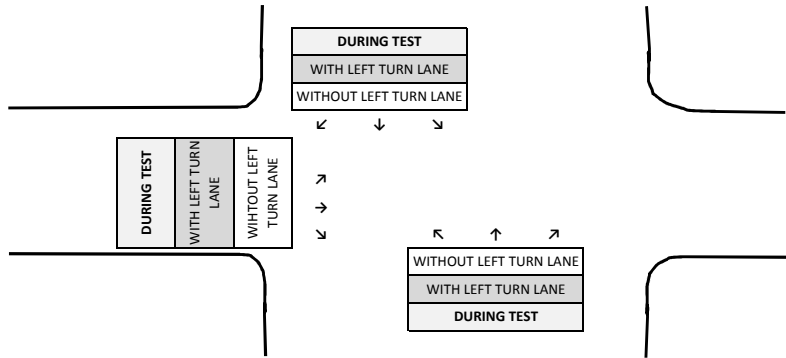


**Florence Heights Dr**



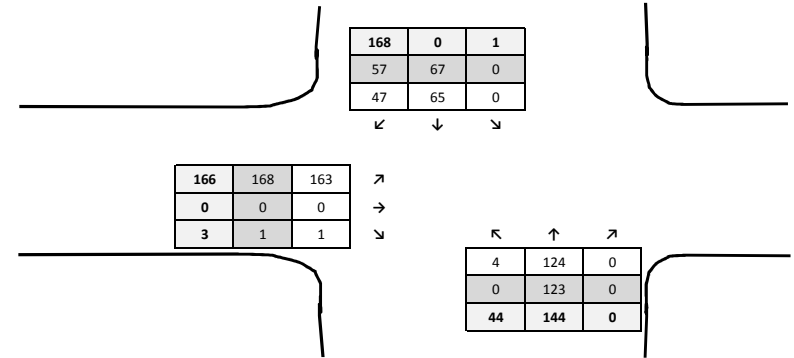
PRIOR TO ADDING NBLTL/BEFORE TEST/DURING TEST DATA COMPARISON  
 AM Peak Hour Turning Movements

KEY



Florence Heights Dr

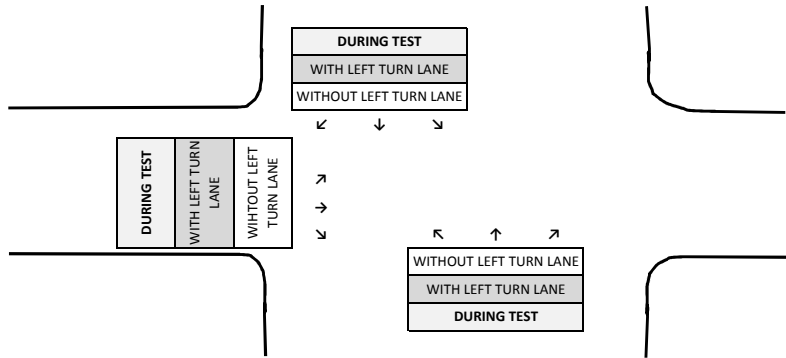
SR 79



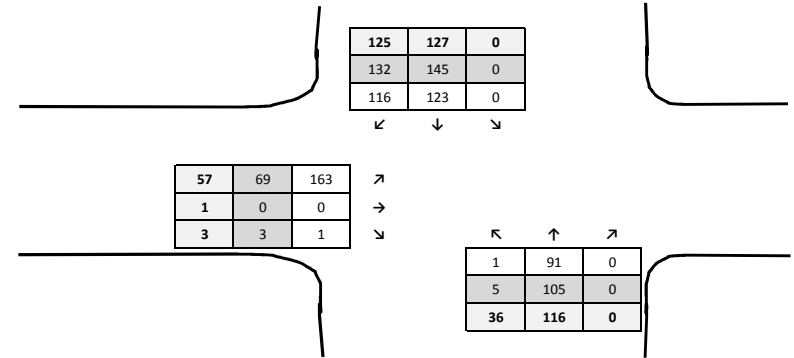
SR 79

PRIOR TO ADDING NBLTL/BEFORE TEST/DURING TEST DATA COMPARISON  
 PM Peak Hour Turning Movements

KEY



Florence Heights Dr



SR 79

SR 79



## ATTACHMENT 3

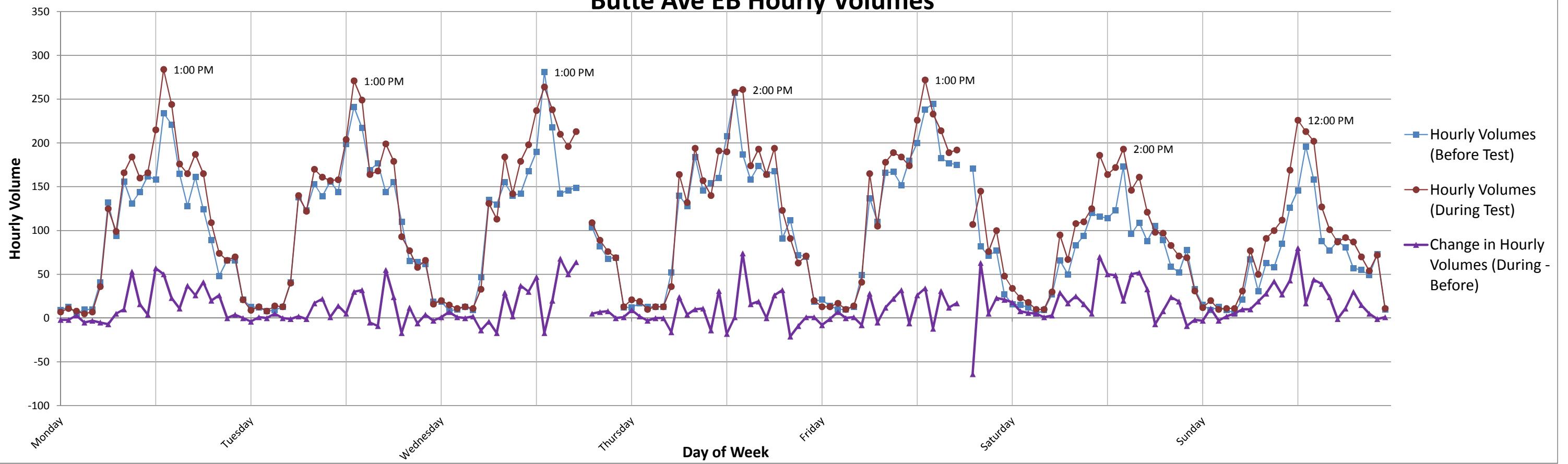
“Before and “During”

Traffic Volume Counts and Speeds at

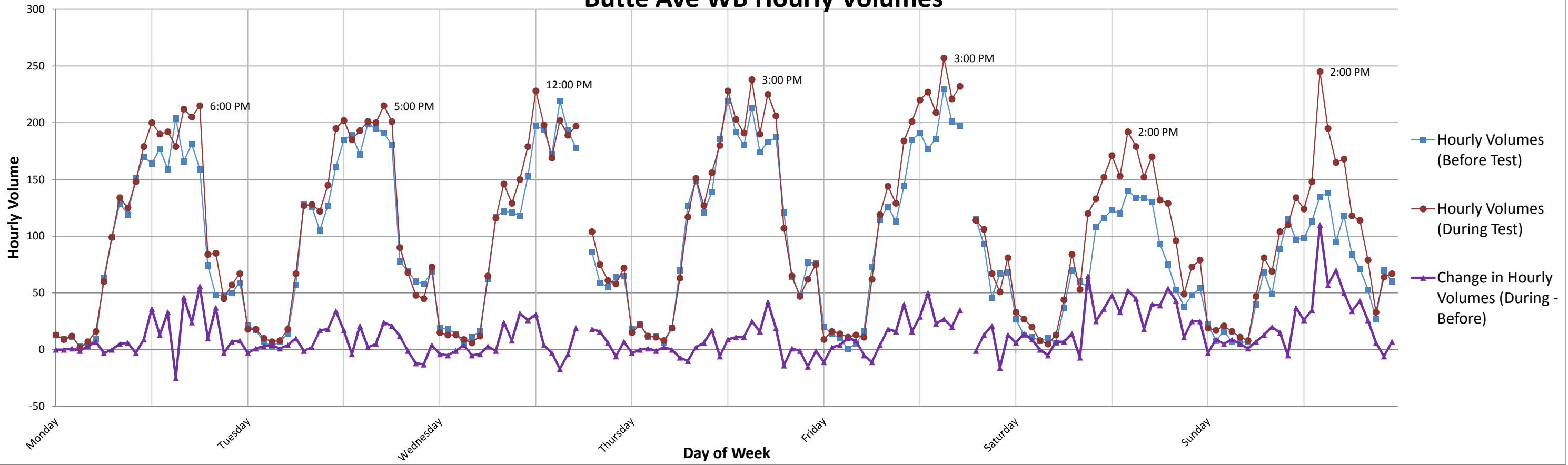
- Butte Avenue
- Virginia Avenue
- Feliz Street
- Stewart Street
- Florence Heights Drive

Source: ADOT Southern Region Traffic

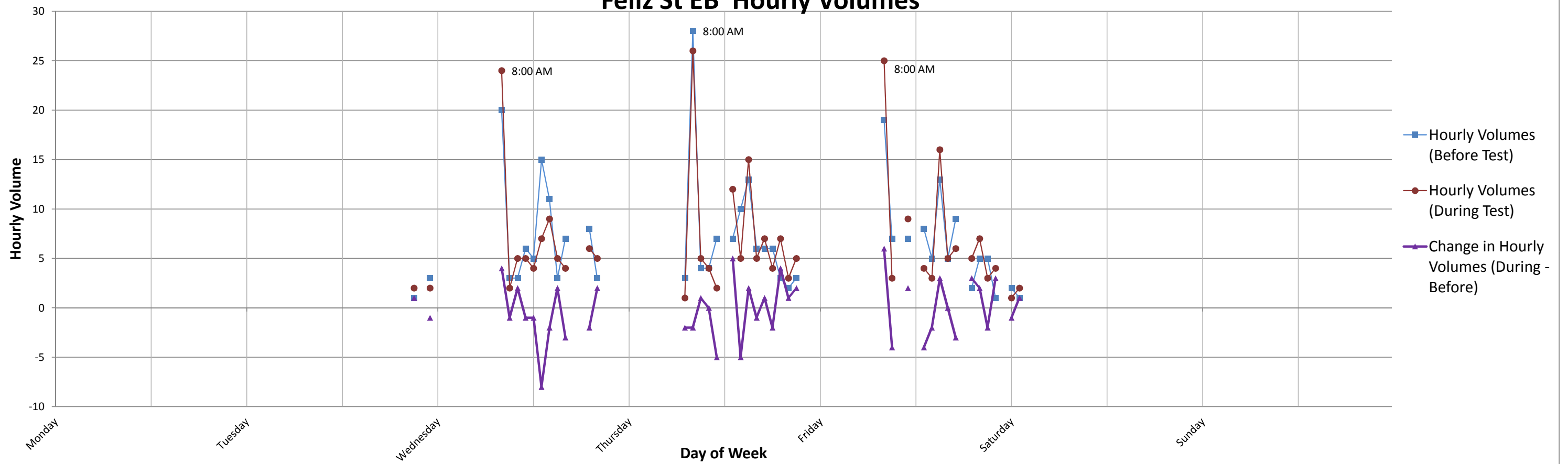
# Butte Ave EB Hourly Volumes



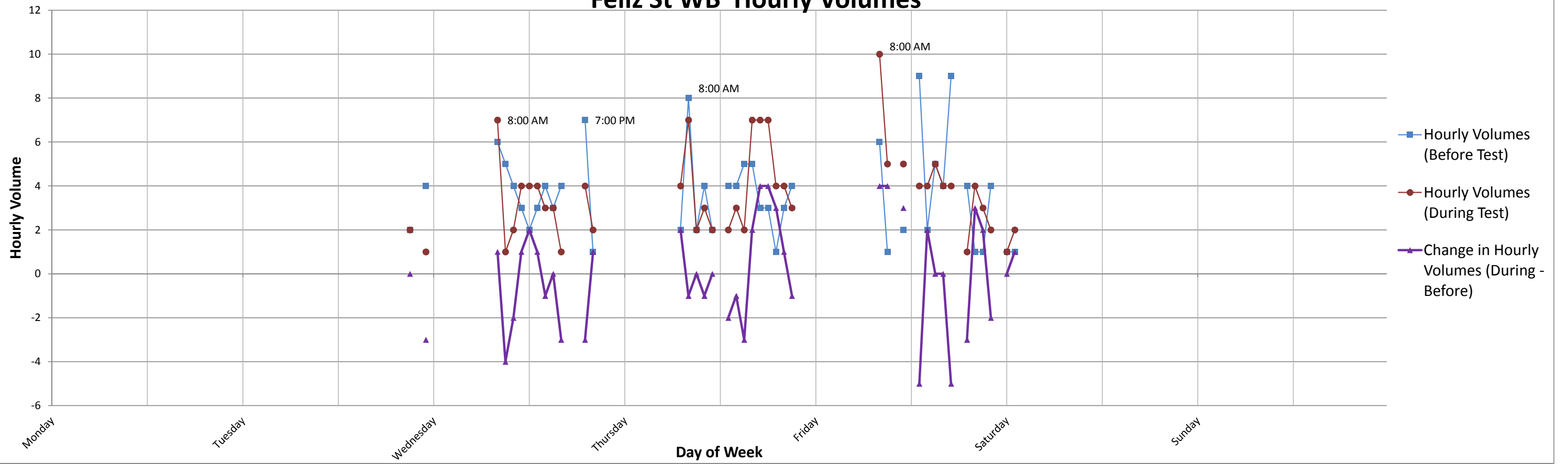
# Butte Ave WB Hourly Volumes



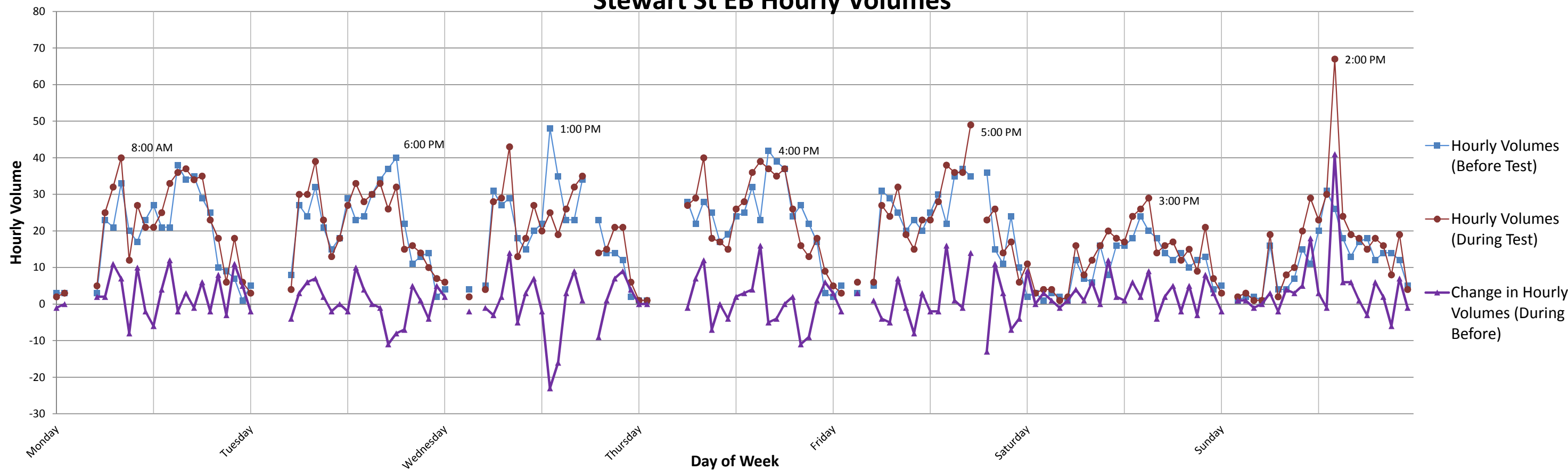
# Feliz St EB Hourly Volumes



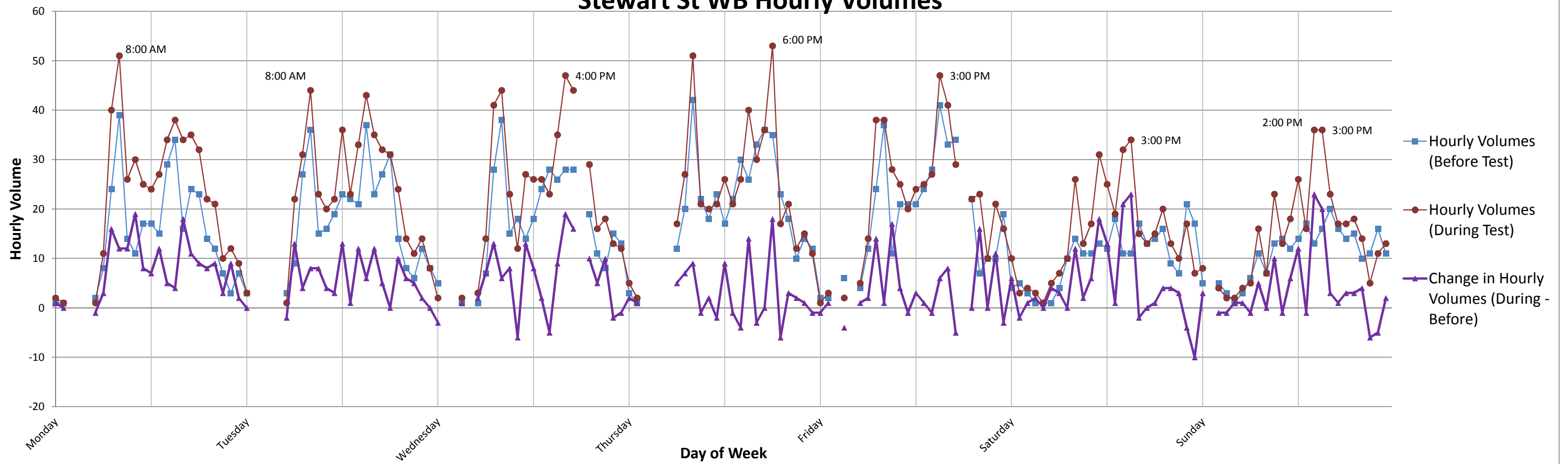
# Feliz St WB Hourly Volumes



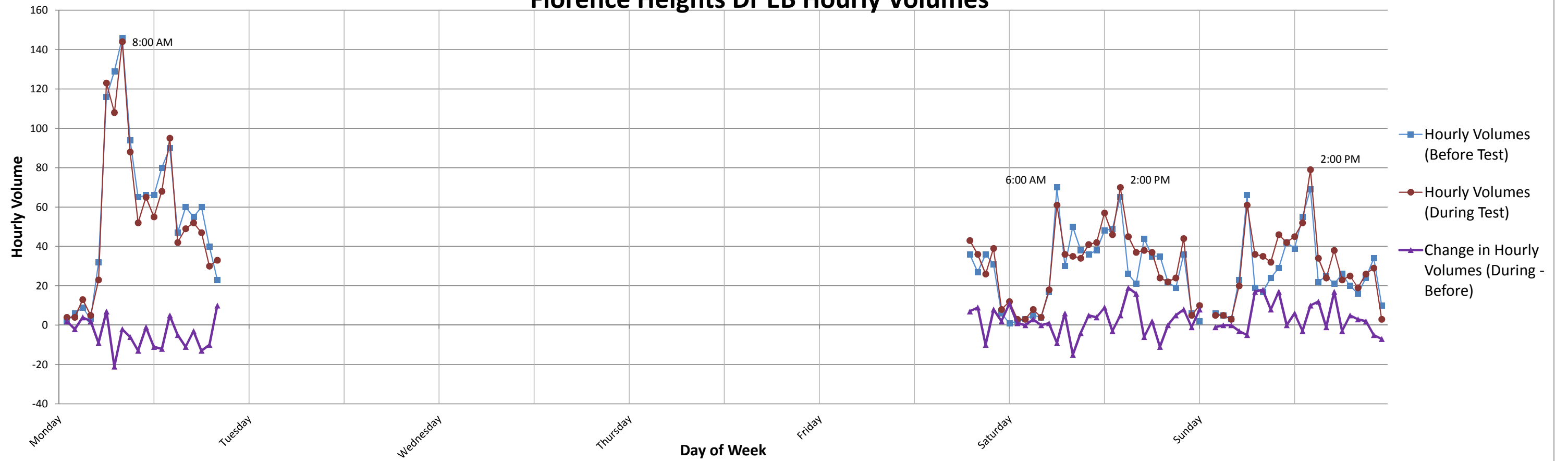
# Stewart St EB Hourly Volumes



# Stewart St WB Hourly Volumes

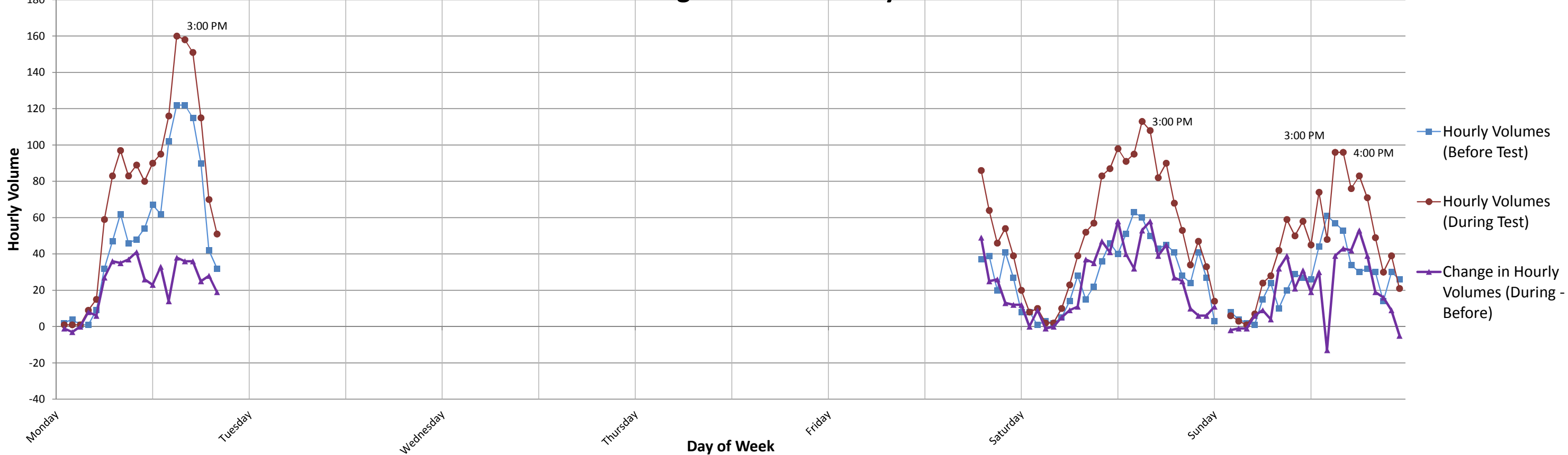


# Florence Heights Dr EB Hourly Volumes

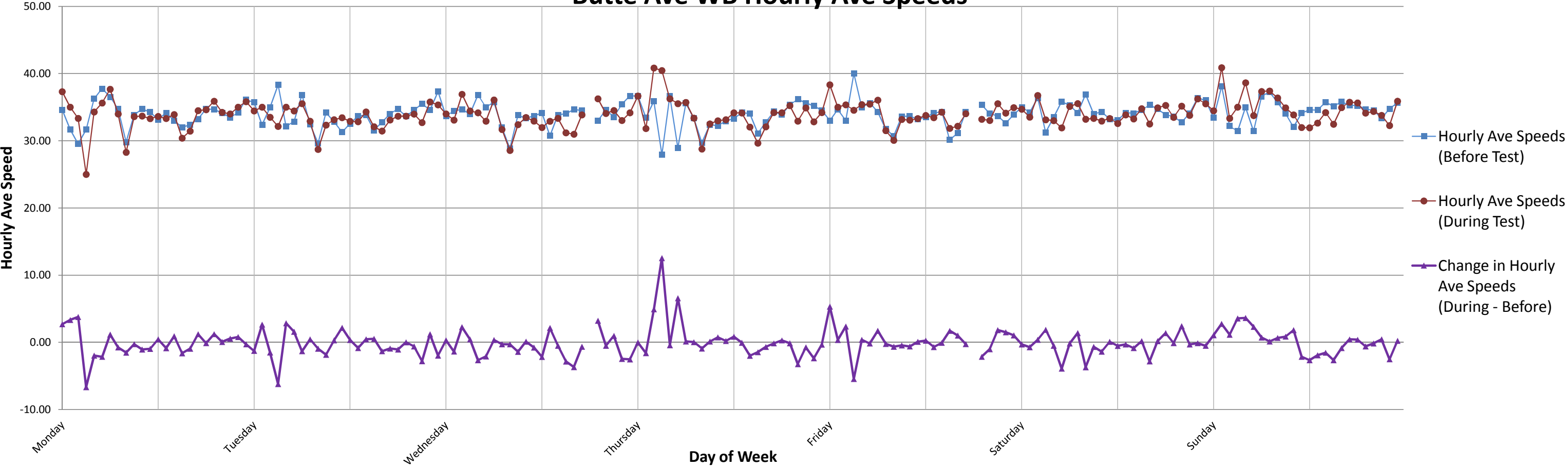




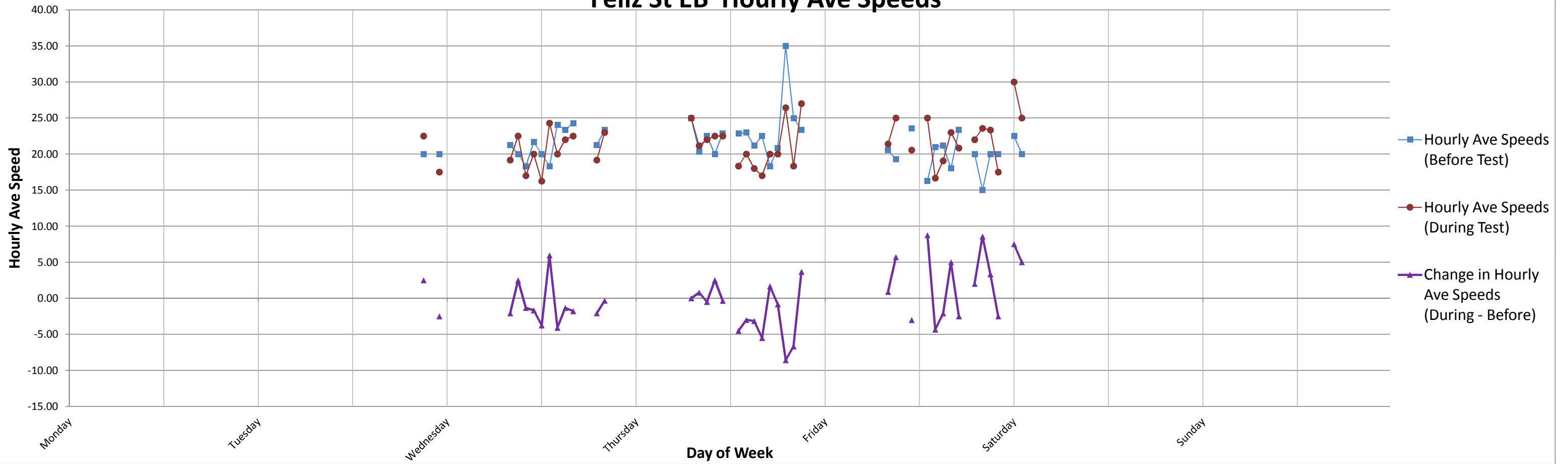
# Florence Heights Dr WB Hourly Volumes



# Butte Ave WB Hourly Ave Speeds

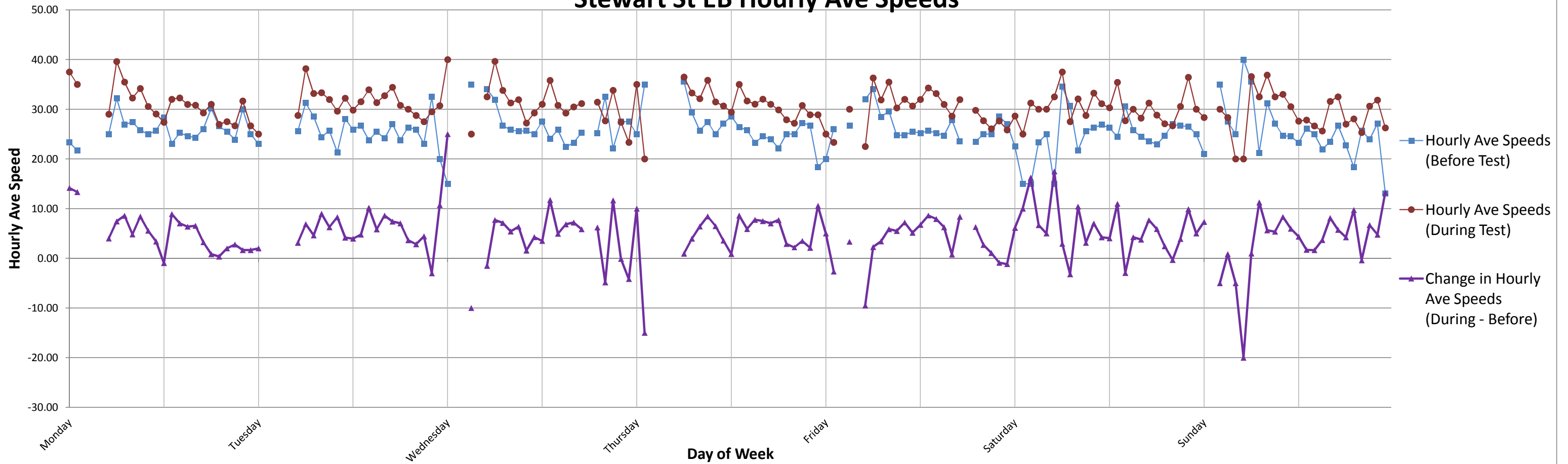


# Feliz St EB Hourly Ave Speeds

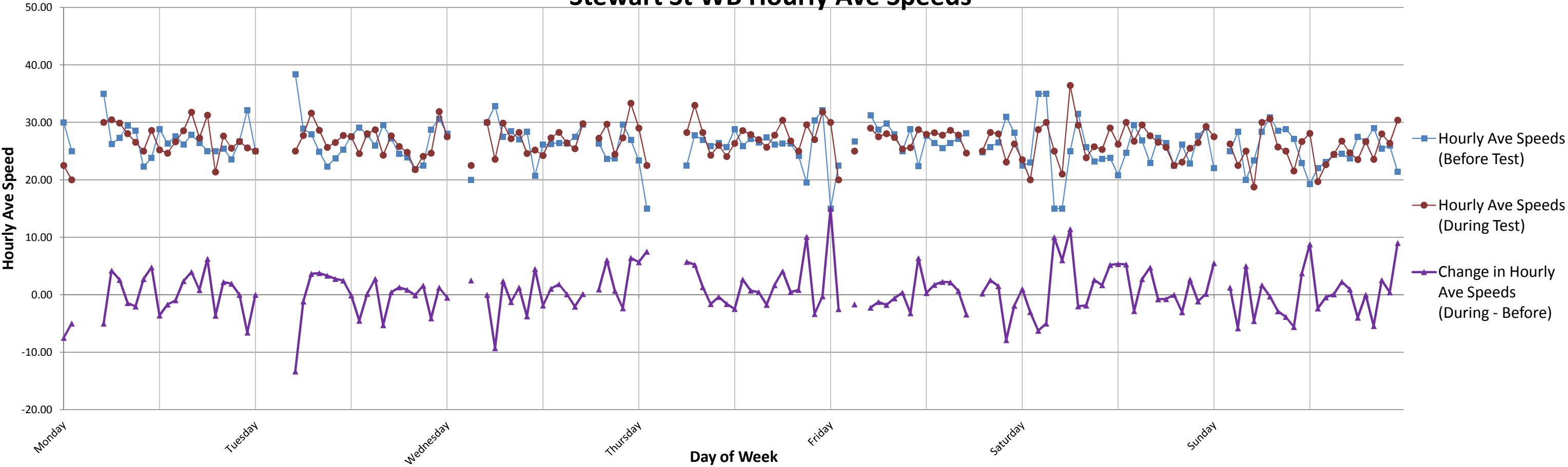




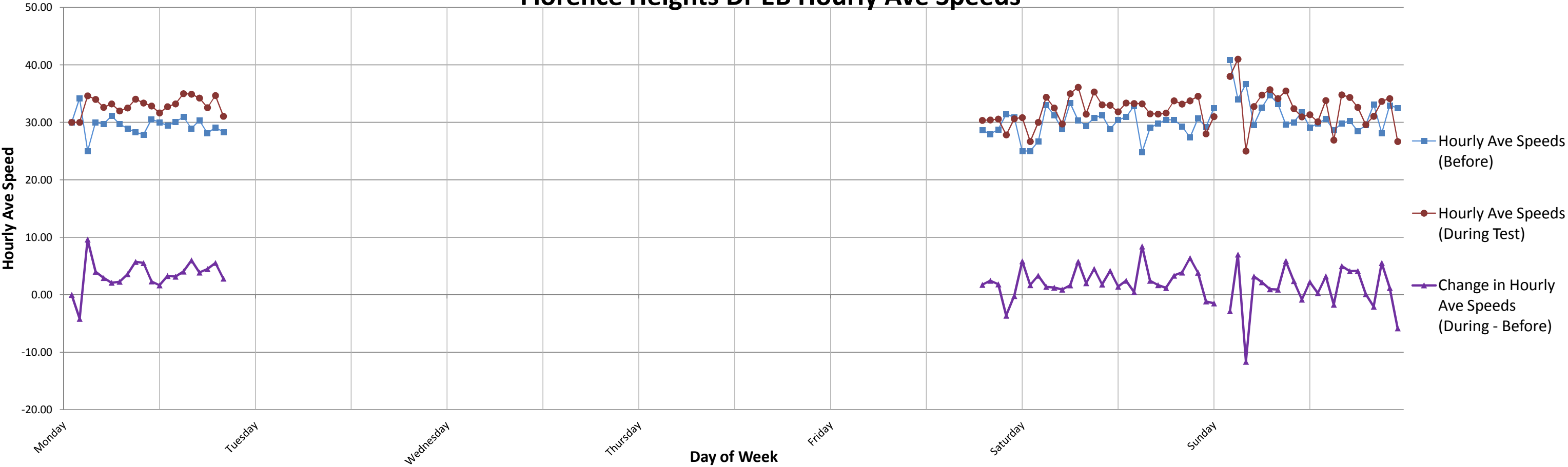
# Stewart St EB Hourly Ave Speeds



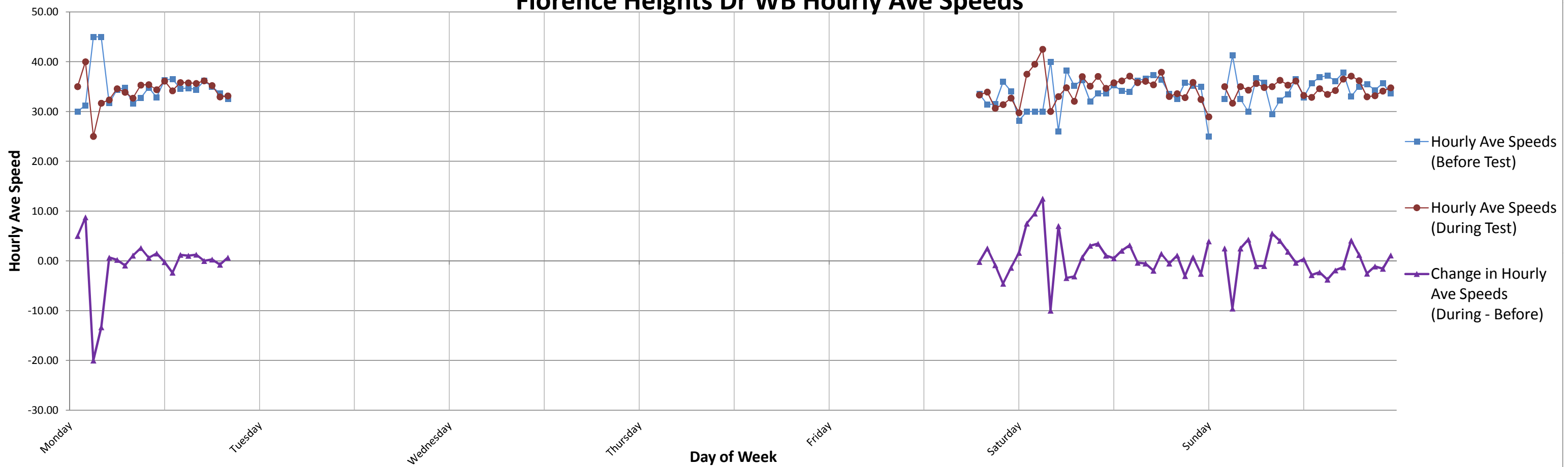
# Stewart St WB Hourly Ave Speeds




# Florence Heights Dr EB Hourly Ave Speeds



# Florence Heights Dr WB Hourly Ave Speeds





|   |   |  |
|---|---|--|
|    | <b>TOWN OF FLORENCE<br/>COUNCIL ACTION FORM</b> | <b><u>AGENDA ITEM</u></b><br><b>9a.</b>  |
| <b>MEETING DATE:</b> March 4, 2013<br><br><b>DEPARTMENT:</b> Police Department/Finance<br><br><b>STAFF PRESENTER:</b> Daniel Hughes, Police Chief<br><br><b>SUBJECT:</b> Request to adopt Resolution No. 1386-13 and ratify grant application to the Governor's Office of Highway Safety for the Florence Highway Safety Program. |   | <input checked="" type="checkbox"/> <b>Action</b><br><input type="checkbox"/> <b>Information Only</b><br><input type="checkbox"/> <b>Public Hearing</b><br><input type="checkbox"/> <b>Resolution</b><br><input type="checkbox"/> <b>Ordinance</b><br><input type="checkbox"/> <b>Regulatory</b><br><input type="checkbox"/> <b>1<sup>st</sup> Reading</b><br><input type="checkbox"/> <b>2<sup>nd</sup> Reading</b><br><input checked="" type="checkbox"/> <b>Other</b> |

**RECOMMENDED MOTION/ACTION:**

Motion to adopt Resolution No. 1386-13, for Governor's Office of Highway Safety funds and ratify the application submitted by staff by the February 28, 2013 deadline.

**BACKGROUND/DISCUSSION:**

Town staff seeks approval to submit an application for funding to the Governor's Office of Highway Safety. If awarded, the funds would be used to purchase a speed enforcement trailer, related equipment, vehicle mounted radar units and audio visual equipment, and child car seats, as well as pay for personnel services. The amount requested from the funding source is \$94,069.00.

The application must be submitted by the February 28, 2013 deadline.

**FINANCIAL IMPACT:**

This application will be for full funding of \$94,069.00 by the Governor's Office of Highway Safety to pay for the purchase of speed enforcement, child safety enforcement and enhancement and related personnel services. Awards are expected to be announced in July 2013.

**STAFF RECOMMENDATION:**

Staff recommends that the Mayor and Town Council adopt Resolution No. 1386-13, and ratify the grant application to the Governor's Office of Highway Safety in the amount of \$94,069.00.

**ATTACHMENTS:**

Resolution No. 1386-13  
Grant Request Cover Page  
Draft of GOHS Grant Application

**RESOLUTION NO. 1386-13**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA,  
PERTAINING TO THE FLORENCE POLICE DEPARTMENT'S SUBMISSION  
OF A PROJECT FOR CONSIDERATION IN ARIZONA'S FY 2014 HIGHWAY  
SAFETY PLAN FOR THE POLICE DEPARTMENT.**

**WHEREAS**, the Governor's Office of Highway Safety is seeking proposals from state and local agencies for projects relating to all aspects of highway safety; and

**WHEREAS**, the Town of Florence, through the Police Department, is interested in submitting a project to be considered for funding in the form of a reimbursable grant from the National Highway Safety Administration in the amount of \$94,069.

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

1. **THAT** approval of the submission of a project for consideration in Arizona's FY 2014 Highway Safety Plan in the amount of \$94,069.00 is granted.
2. **THAT** Town Manager Charles Montoya is appointed agent for the Town of Florence, to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with such grant.

**PASSES AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, on this 4<sup>th</sup> day of March 2013.

\_\_\_\_\_  
Tom J. Rankin

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

I, the undersigned, being the duly appointed and qualified Town Clerk of the Town of Florence, certify that the foregoing Resolution No. 1386-13, is a true, correct and accurate copy as passed and adopted at a regular meeting of the Town of Florence Mayor and Council, held on the 4<sup>th</sup> day of March 2013, at which a quorum was present and voted in favor of said Resolution No. 1386-13.

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

## GRANT REQUEST COVER PAGE

**Project Title:** 2014 GOHS Traffic Grant

**Project Manager:** Chief Daniel Hughes

**Source of Grant:** GOHS

**Application Deadline:** February 28, 2013

|                           |                 |   |                             |
|---------------------------|-----------------|---|-----------------------------|
| <b><u>ATTACHMENTS</u></b> | Project Summary | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
|                           | Project Budget  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
|                           | Other _____     |   |                             |
|                           | Other _____     |   |                             |

### **FINANCIALS**

1) Cost of the Project: \$94,069.00

2) Amount of Grant Request: \$94,069.00

3) Are Matching Funds Required?  Yes  No

4) Amount and/or Value of Match: Cash     N/A     In Kind \_\_\_\_\_

5) Is the Project Budgeted?  Yes  No C.I.P. Number: \_\_\_\_\_

6) Source of Matching Funds: \_\_\_\_\_  
(Obtain from Finance Director)

This grant will supply the needed equipment for the Police Department to enforce speed and DUI in the jurisdiction of the Town. The cameras will provide safety, accountability, collecting and organizing operational data for the department. The mounted radar and LIDAR units give the officers a needed tool to perform their duty. The Stalker SAM speed trailer allows the department to track and enforce speed in problem areas by the collection of data.

The grant will include:

5 mounted video and audio cameras

5 mounted moving radar units

2 LIDAR units

1 SAM speed enforcement trailer

50 child safety car seats

Overtime labor monies     The only cost for the Town will be to provide training for the radar and cameras.

Resolution;

Resolution Number: \_\_\_\_\_

**A RESOLUTION OF THE FLORENCE TOWN COUNCIL OF THE TOWN OF FLORENCE OF FLORENCE, ARIZONA, PERTAINING TO THE SUBMISSION OF PROJECTS FOR CONSIDERATION IN ARIZONA'S 2014 HIGHWAY SAFETY PLAN:**

WHEREAS, the Governor's Office of Highway Safety is seeking proposals from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS, the Town of Florence of Pinal County, through the Police Department, is interested in submitting projects to be considered for funding in the form of reimbursable grants from the National Highway Traffic Safety Administration;

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

1. THAT approval of the submission of projects for consideration in Arizona's 2014 Highway Safety Plan is granted.
2. THAT Daniel R. Hughes, Chief of Police is appointed agent for the Town of Florence, to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with such grant.

PASSED AND ADOPTED by the Florence Town Council of Florence, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2013

ATTEST:

\_\_\_\_\_  
Town Mayor, Town Manger

\_\_\_\_\_  
Print Name and Telephone Number for both

**CERTIFICATION**

I HEREBY CERTIFY that the foregoing Resolution Number \_\_\_\_\_ was duly passed and adopted by the Florence Town Council of the Town of Florence of Pinal County, Arizona, at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, and that a quorum was present at the meeting.

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

Department Submitting

*Daniel R. Hughes*

Department Head

Approved  Declined

*2-13-13*

Date

Grants Coordinator

*[Signature]*

Approved  Declined

*2-13-13*

Date

Finance Director

*Be R. Gub*

Approved  Declined

*2-13-13*

Date

Town Manager

Approved  Declined

\_\_\_\_\_  
Date

## Cover Page

**Project Title** Florence Highway Safety Program

**Total Grant Funding Requested** \$94,069.00

**Total ERE Percentage** 40

**Agency Name:** Florence Police Department  
**Contact Information:** P.O. Box 988  
 Florence, AZ 85132  
 Phone: (520) 868-7513

**Governmental Unit:**  
**Address:**

**Project Director:** Daniel Hughes  
**Contact Information:** Chief of Police  
 425 N. Pinal Street  
  
 Florence, AZ 85132  
 Phone: (520) 868-7658  
 E-mail: daniel.hughes@florenceaz.gov

**Project Administrator:** William Tatlock  
**Contact Information:** Sergeant  
 425 N Pinal Street  
 P.O. Box 988  
 Florence , AZ 85132  
 Phone: (520) 868-7579  
 Fax: (520) 868-7643  
 E-mail: william.tatlock@florenceaz.gov

**COPY**

**Fiscal/Financial Contact:** Becki Guilin  
**Contact Information:** PO Box 2670  
 Florence, AZ 85132  
 Phone: (520) 868-7505  
 E-mail: becki.guilin@florenceaz.gov

Please upload a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must** be signed by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.

Any proposal received without a cover letter will not be considered for funding by GOHS.

[http://egrants.azgohs.gov/\\_Upload/9237-GOHSletterheadsigned.pdf](http://egrants.azgohs.gov/_Upload/9237-GOHSletterheadsigned.pdf)

Cover Page

---

**For GOHS Office use only**  
Total Proposal

---

**Total Estimated Cost**

---

| <b>Budget Item</b>                | <b>Amount</b>   |     |
|-----------------------------------|-----------------|-----|
| Personnel Services                | \$25,000        |     |
| Employee Related Expenses         | \$10,000        | 40% |
| Professional and Outside Services | \$0             |     |
| Travel In-State                   | \$0             |     |
| Travel Out-of-State               | \$0             |     |
| Materials and Supplies            | \$3,000         |     |
| Capital Outlay                    | \$56,069        |     |
| <b>Total Estimated Cost</b>       | <b>\$94,069</b> |     |



## Traffic Data Summary - Law Enforcement

Please include the following traffic data to support the identified problem in your proposal:

| Description                         | 2012 | 2011 | 2010 |
|-------------------------------------|------|------|------|
| Total Fatal Collisions              | 0    | 0    | 0    |
| Total Injury Collisions             | 75   | 74   | 76   |
| Total Collisions Investigated       | 176  | 152  | 156  |
| Alcohol-Related Fatalities          | 0    | 0    | 0    |
| Alcohol-Related Injuries            | 0    | 0    | 0    |
| Speed-Related Fatalities            | 0    | 0    | 0    |
| Speed-Related Injuries              | 0    | 0    | 0    |
| Pedestrian Fatalities               | 0    | 0    | 0    |
| Pedestrian Injuries                 | 0    | 0    | 0    |
| Bicycle Fatalities                  | 0    | 0    | 0    |
| Bicycle Injuries                    | 0    | 0    | 0    |
| Total DUI Arrests                   | 7    | 11   | 46   |
| Total Misdemeanor DUI Arrests       | 7    | 11   | 46   |
| Total Aggravated DUI Arrests        | 0    | 0    | 0    |
| Total Extreme DUI .15 Arrests       | 0    | 0    | 0    |
| Total DUI-Drug Arrests              | 0    | 0    | 0    |
| Total Dre Evaluations               | 0    | 0    | 0    |
| Sober Designated Drivers            | 0    | 0    | 0    |
| Underage Alcohol Violations-Title 4 | 3    | 0    | 0    |
| Underage DUI Arrests                | 0    | 0    | 0    |
| Underage DUI-Drug Arrests           | 0    | 0    | 0    |
| Total Agency Citations              | 866  | 710  | 0    |
| Speed Citations                     | 866  | 710  | 249  |
| Red Light Running Citations         | 0    | 0    | 0    |
| Seat Belt Citations                 | 0    | 0    | 0    |
| Child Safety Seat Citations         | 0    | 0    | 0    |

Jurisdiction

---

**Select the Type of Jurisdiction:**

Town

**Select the Type of Agency:**

Law Enforcement

Fire Department / District

Non-Profit / Other

**Select the County Served:**

Pinal County

---

**Proposal Summary**

---

**Proposal Summary:**

Please include a summary of funding requested by program area (Alcohol, Aggressive Driving, Occupant Protection etc...).

The Florence Police Department is looking to fund an aggressive DUI, speed enforcement program for the Town of Florence. The department performed 1493 traffic stops during 2012 with 269 violations found and 866 citations issued. The addition of cameras and radars will allow the officer to be more proactive.

The addition of funding for child safety seats will provide an opportunity for the Florence Police to educate the citizens of Florence at Town events. The child seats will provide a needed addition of equipment for the officer to provide a safe environment when dealing with a traffic stop where the parents either do not have the funds or failed to provide the seat. The addition of mounted radar units and cameras in the recently purchased 2012 and 2013 Tahoes will allow for a more effective prosecution and added safety device for the officer.

**Background/Problem:**

Provide general characteristics of the agency, including information on population, demographics, and a description of streets and highways in the agency's jurisdiction including road mileage.

The population of the Town of Florence is currently 25,517. The police department patrols 131 miles of roadway for the citizens. The demographics for the Town is 62.14 square miles of town. The town has two major highways that intersect 287 at Main Street and 79 at Butte Street.

**Problem Statement:**

What problem is your agency looking to solve with this grant? Provide appropriate data to support funding. The Town has Highway 287 and 79 coming into town limits with speeds posted on 79 at 65 and on 287 at 55. The goal is to provide enforcement to the posted limits and to ensure safety for the traveling public. The safety of children traveling will be provided by the child safety seats provided by this grant. The radar trailer will provide the needed data to place the officer where the violations is happening. The cameras mounted in the vehicle will provide an added safety measure for the officer and aid in prosecution.

**If you have additional information, please upload:**

[http://egrants.azgohs.gov/\\_Upload/9239-2014CouncilchecklistresolutionforGOHS.doc](http://egrants.azgohs.gov/_Upload/9239-2014CouncilchecklistresolutionforGOHS.doc)

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**Attempts to Solve Problem**

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**Attempts to Solve Problem:**

Identify past attempts to solve the problem identified in your proposal.

Applied for GOHS grant in 2013 and used the funds for an aggressive DUI enforcement program. The Florence Police currently has a radar trailer but is only good for posting what the vehicle is currently traveling at with out any data. The Department has increased the amount of traffic stops during 2012 with an increase of 173 violations and an increase of 156 citations issued. The Department has purchased 6 new Tahoes with the intent to focus on traffic safety along with patrol.

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 Project Objectives, Methods of Procedure, Performance Measures: Project 1
 

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**Title:** Project 1

Objectives of the projects in your proposal should follow the SMART method. They should be:

**S = Specific****M = Measurable****A = Action-Oriented****R = Realistic****T = Time-Framed****Project Objectives:**

The project objectives should be stated in measurable terms directly related to the identified problem, concise and deal with a specific item, realistic, with a reasonable probability of achievement and related to a specific time frame.

The objective for the Department will be to have a reduction in speed by 5% by September 30, 2014. The child safety seats will be measured by the amount given out during an event or contact with a citizen during a traffic stop with an increase of 15% over a year.

**Method of Procedure:**

Detail how your agency will solve the problem and meet the objectives you have set.

The Department will do a traffic count at a set point collecting data by using the volunteer staff. The Department will do the same traffic count at the same set point after a traffic detail has been performed to provide data for the grant. The Department will join forces with other agencies during DUI Task force. To include participating in 3 DUI Task Forces by September 30, 2014 and to participate in 5 speed enforcement details by September 30, 2014.

**Performance Measures:**

Establish measurable goals for your proposal. Example: "To decrease alcohol related fatalities 10% from the 2012 base year average of 250 to 225 by September 30, 2014." "To increase DUI arrests 10% above the 2008 base year average of 5,000 to 5,500 by September 30, 2014."

Your agency should enumerate the objectives of the project in this section. Example: "To participate in 4 DUI Task Forces by September 30, 2014." "To participate in 8 speed enforcement details by September 30, 2014."

To include participating in 3 DUI Task Forces by September 30, 2014 and to participate in 5 speed enforcement details by September 30, 2014. To install 15 child seats by September 30, 2014. The SAM trailer will be used to collect data 5 times by September 30, 2014. The camera and radar will be used during the speed and DUI enforcements.

The Department will decrease speed by 1% between October 1, 2013 and September 30, 2014.

The Department will show improved prosecution from the Courts by 2% showing successful cases brought to court.

The Department will increase contact through traffic by 1% between October 1, 2013 and September 30, 2014.

Personnel Services

Description

The overtime money requested will be for traffic safety enforcement including speed, DUI, child safety seats. The money will be also used for events to inform the public on child safety seats and their installation.

Personnel Services:

| Description   | Requested Amount | Employee Related Expenses: |                 |                 |
|---|------------------|----------------------------|-----------------|-----------------|
|   |                  | ERE %                      | ERE Amount      | Overtime Amount |
| Officer overtime money for DUI enforcements with other agency's. This money will be used for GOHS reporting dates from October 1, 2013 through September 13, 2014 | \$10,000         | 40%                        | \$2,857         | \$7,143         |
| Child seat enforcement during traffic stops also to include public information at Town events to install child seats.   | \$5,000          | 40%                        | \$1,429         | \$3,571         |
| Speed enforcement traffic on Hwy 79, Hwy 287, Hunt Hwy.   | \$20,000         | 40%                        | \$5,714         | \$14,286        |
|   |                  | %                          | \$0             | \$0             |
|   |                  | %                          | \$0             | \$0             |
|   |                  | %                          | \$0             | \$0             |
|   |                  | %                          | \$0             | \$0             |
|   |                  | %                          | \$0             | \$0             |
|   |                  | %                          | \$0             | \$0             |
|   |                  | %                          | \$0             | \$0             |
| <b>Total:</b>   | <b>\$35,000</b>  |                            | <b>\$10,000</b> | <b>\$25,000</b> |

Professional and Outside Services

---

Description  
This does not apply

| Description    | Amount |
|----------------|--------|
| Does not apply | \$0    |

Total \$0

Travel

**Description**  
Does not apply

**Travel In-State:**  
**Description**

| Description   | Transportation | Lodging | Per Diem | Misc | Amount     |
|---------------|----------------|---------|----------|------|------------|
|               | \$0            | \$0     | \$0      | \$0  | \$0        |
|               |                |         |          |      | \$0        |
|               |                |         |          |      | \$0        |
|               |                |         |          |      | \$0        |
|               |                |         |          |      | \$0        |
|               |                |         |          |      | \$0        |
| <b>Total:</b> |                |         |          |      | <b>\$0</b> |

**Travel Out-of-State:**  
**Description**

| Description   | Transportation | Lodging | Per Diem | Misc | Amount     |
|---------------|----------------|---------|----------|------|------------|
|               |                |         |          |      | \$0        |
|               |                |         |          |      | \$0        |
|               |                |         |          |      | \$0        |
|               |                |         |          |      | \$0        |
|               |                |         |          |      | \$0        |
|               |                |         |          |      | \$0        |
| <b>Total:</b> |                |         |          |      | <b>\$0</b> |



Materials and Supplies

**Description**

These funds will be for the installation of the video and radar units.

**Description**

Canyon State Wireless labor for the installation of radars and cameras.

**Quantity**

2

**Price Per Unit**

\$1,500.00

**Tax**

\$0

**Shipping**

\$0

**Amount**

\$3,000

\$0

\$0

\$0

\$0

\$0

\$0

\$0

\$0

**Total**

**\$3,000**

**Capital Outlay**

**Description**

The list below is outlined in order of priority for the department. The SAM trailer will be used for data collection in problem areas. The mounted radar units will be used to equip the new Tahoes Florence Police recently purchased to work the areas found by the SAM trailer. The mounted video and audio cameras will be used in the traffic stops to help in the prosecution of the offender. The camera will provide an added documentation for the safety of the officer. The LIDAR units will be used for effective measurement of traffic accidents. The child safety seats will allow the officers of the Florence Police Department to be more proactive for child safety. The Department will be involved in the community to educate the public for proper installation of the child safety seat.

| <b>Description</b>  | <b>Quantity</b> | <b>Price Per Unit</b> | <b>Tax</b> | <b>Shipping</b> | <b>Amount</b>   |
|---|-----------------|-----------------------|------------|-----------------|-----------------|
| SAM speed enforcement trailer with SAM solar panel, trailer tongue jack, trailer wheel lock, trailer data collection unit, red and blue violator alert of SAM trailer | 1               | \$8,142.00            | \$881.83   | \$949.05        | \$9,973         |
| Mounted Radar units for 2012 and 2013 Tahoe's to include 36 month warranty with front and rear antennas.  | 5               | \$2,995.00            | \$1,452.57 | \$0             | \$16,428        |
| Mounted audio and video system for 2012 and 2013 Tahoe's  | 5               | \$3,995.00            | \$1,937.57 | \$0             | \$21,913        |
| LIDAR units   | 2               | \$2,395.00            | \$464.63   | \$0             | \$5,255         |
| Child Car Seats   | 50              | \$50.00               | \$0        | \$0             | \$2,500         |
|   |                 |                       |            |                 | \$0             |
|   |                 |                       |            |                 | \$0             |
|   |                 |                       |            |                 | \$0             |
|   |                 |                       |            |                 | \$0             |
|   |                 |                       |            |                 | \$0             |
| <b>Total</b>  |                 |                       |            |                 | <b>\$56,069</b> |

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**Total Estimated Cost**

---

| <b>Budget Item</b>                | <b>Amount</b>   |     |
|-----------------------------------|-----------------|-----|
| Personnel Services                | \$25,000        |     |
| Employee Related Expenses         | \$10,000        | 40% |
| Professional and Outside Services | \$0             |     |
| Travel In-State                   | \$0             |     |
| Travel Out-of-State               | \$0             |     |
| Materials and Supplies            | \$3,000         |     |
| Capital Outlay                    | \$56,069        |     |
| <b>Total Estimated Cost</b>       | <b>\$94,069</b> |     |

Attachments

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Attachments

A resolution from your agency's board of supervisors or city/town council will be included in this section.

[http://egrants.azgohs.gov/\\_Upload/9372-2014CouncilchecklistresolutionforGOHS.doc](http://egrants.azgohs.gov/_Upload/9372-2014CouncilchecklistresolutionforGOHS.doc)

Upload any additional supplemental material below.

[http://egrants.azgohs.gov/\\_Upload/9372-GOHSDemographics.pdf](http://egrants.azgohs.gov/_Upload/9372-GOHSDemographics.pdf)



## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 9b.

**MEETING DATE:** March 4, 2013

**DEPARTMENT:** Administration

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

**SUBJECT:** Resignation of Arnie Raasch from the IDA

- 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 oral resignation of Arnie Raasch from the Industrial Development

### BACKGROUND/DISCUSSION:

Mr. Raasch contacted the Town Clerk's Office and requested to resign his seat on the Industrial Development Authority. Mr. Raasch's seat expires on December 31, 2013.

### FINANCIAL IMPACT:


There is no financial impact to the Town of Florence for this appointment.

### STAFF RECOMMENDATION:

Staff recommends that Council approve oral resignation of Arnie Raasch from the Industrial Development Authority.

### ATTACHMENTS:

None

|  |   |   |
|--|---|---|
|   | <b>TOWN OF FLORENCE<br/>COUNCIL ACTION FORM</b> | <b><u>AGENDA ITEM</u></b><br><b>9c.</b>   |
| <b>MEETING DATE:</b> March 4, 2013<br><br><b>DEPARTMENT:</b> Administration<br><br><b>STAFF PRESENTER:</b> Scott Bowles<br>Economic Development Coordinator<br><br><b>SUBJECT:</b> Appointment of Ty Schraufnagel to the<br>Industrial Development Authority Board |   | <input checked="" type="checkbox"/> <b>Action</b><br><input type="checkbox"/> <b>Information Only</b><br><input type="checkbox"/> <b>Public Hearing</b><br><input type="checkbox"/> <b>Resolution</b><br><input type="checkbox"/> <b>Ordinance</b><br><input type="checkbox"/> <b>Regulatory</b><br><input type="checkbox"/> <b>1<sup>st</sup> Reading</b><br><input type="checkbox"/> <b>2<sup>nd</sup> Reading</b><br><input type="checkbox"/> <b>Other</b> |

**RECOMMENDED MOTION/ACTION:**

Approve the appointment of Ty Schraufnagel to the Florence Industrial Development Authority Board, with a term to expire December 31, 2013.

**BACKGROUND/DISCUSSION:**

Mr. Ty Schraufnagel submitted his application for a position on the IDA Board on February 13, 2013, to fill the vacant seat left by the resignation of Arnie Raasch. Mr. Schraufnagel is the Agent Owner of American Family Insurance and also serves as the Board President to the Greater Florence Chamber of Commerce. With Mr. Schraufnagel filling this vacant seat, the initial term of his service would last until December 31, 2013.

**FINANCIAL IMPACT:**

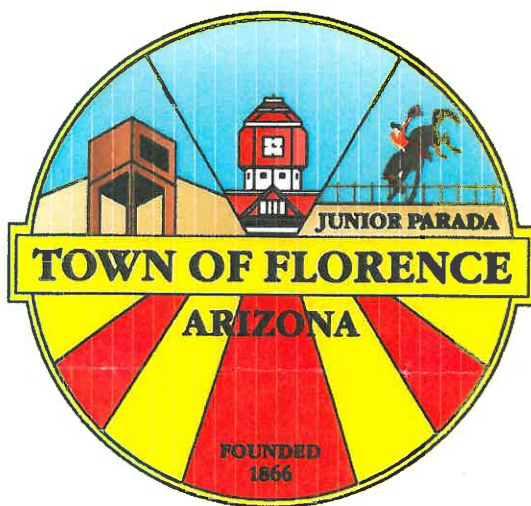
There is no financial impact to the Town of Florence for this appointment.

**STAFF RECOMMENDATION:**

Staff recommends that Council approve the appointment of Ty Schraufnagel to the IDA Board. Mr. Schraufnagel has a wide knowledge base concerning small business operations and is highly involved in economic development activities in Florence. His appointment to this position would be a great addition to the IDA Board.

**ATTACHMENTS:**

Board and Commission Application for Ty Schraufnagel



# Board and Commission Application

NAME Ty Schraufnager

DATE 2/13/13

Date Received: \_\_\_\_\_

Appointed on: \_\_\_\_\_ to \_\_\_\_\_ Board/Commission

Term Expires: \_\_\_\_\_

## Board and Commission Application

|  |  |
|--|--|
| Name: <u>Ty Schraufnagel</u>   | Date: <u>2/13/13</u>   |
| E-Mail Address: <u>tschrauf@amfam.com</u>  |  |
| Street Address: <u>8011 W Georgetown Way<br/>Florence, AZ 85132</u>  | Mailing Address: <u>← "</u>  |
| Home Telephone: <u>480.440.5641</u>  | Work Telephone: <u>520.723.9400</u>  |
| Occupation: <u>insurance agent</u>   | Best Time to Call: <u>anytime</u>  |
| Do you own commercial property or operate a business in Florence? <u>no</u>  |  |
| Work/Business Name: <u>American Family Insurance</u>   |  |
| Work/Business Address: <u>1280 N Arizona Blvd. Coolidge, AZ 85128</u>  |  |
| Length of Residency in Florence: <u>4 1/2 yrs.</u>   | Are you a Registered Voter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Are you now, or have you ever served on a board, commission or committee for the Town of Florence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  |
| If yes, please give name of board, commission and/or committee and dates served:   |  |
|  |  |

|   |            |   |  |
|---|------------|---|--|
| BOARD OR COMMISSION PREFERENCE(S): Refer to last page for list of boards and commissions (Please list <u>no more than two</u> boards, commissions in order of preference) |            |   |  |
| 1   | <u>IDA</u> | 2 |  |

|   |                              |
|---|------------------------------|
| If appointed, how much time would you be able to devote to the board or commission? |                              |
| Hours per week? _____   | Hours per month? <u>46 5</u> |

| Employment History  |                                  |                    |
|---------------------|----------------------------------|--------------------|
| Employment Period   | Employer's Name and Address      | Title              |
| <u>6/08-current</u> | <u>American Family Insurance</u> | <u>Agent Owner</u> |
|                     |                                  |                    |
|                     |                                  |                    |

| Education  |                         |             |
|--|-------------------------|-------------|
| Name of School, College or University you attended | Degree                  | Year        |
| <u>Johnson &amp; Wales University</u>              | <u>Event Management</u> | <u>2008</u> |
|  |                         |             |

|   |  |
|---|--|
| Civic Activities – Service Organizations              |  |
| <u>Board President - Florence Chamber of Commerce</u> |  |
| <u>Board President - Paladin Sports Outreach</u>      |  |



What personal and professional experience or background can you contribute to the board or commission? With a business background & strong desire to help Florence, I feel I can leverage those two things positively.

What is the most significant contribution you can make as a member of the board or commission for which you are applying? Networking ability in the area and marketing approach for the town.

Please state in what ways you have been involved in the Florence community and what prompted you to apply for appointment to the Town's boards and commissions. Being w/ the Chamber prompted me to continue to be involved in multiple areas.

I understand that if a subject is presented for discussion to a board or commission where you have a conflict of interest, I will excuse myself from the discussion and abstain from voting. (For more information on conflict of interest, please contact the Town Attorney).

I understand that boards and commissions shall have no administrative authority unless specifically required by Federal or State Law, or Intergovernmental Agreement. Members of boards and commissions shall serve without compensation.

I further understand that to be considered for appointment to a board or commission I must be at least eighteen (18) years of age (except youth representatives), a qualified elector, and a resident of Florence unless a motion, resolution, or ordinance creating a board or commission specifies otherwise.

I further understand that my attendance at all regularly scheduled meetings is critical even if I am an alternate member and that the Town Council may appoint a replacement for members who are chronically absent from regular meetings. If a member is absent without an excuse from three (3) or more consecutive meetings, the Town Council may remove this member from the board or commission and appoint another (subject to Town Council approval) to serve the remainder of the term. I also understand that this application is considered a public record.

Applicant's Signature: \_\_\_\_\_

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the board or Commission for which you have applied.

- Please notify the Town Clerk's Office at 520-868-7552 if you move or no longer wish to be considered for appointment.
- Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- Mail or deliver your completed application to: Town of Florence, Town Clerk's Office, 775 North Main Street, P.O. Box 2670, Florence, AZ 85132

**\* Application must be completely filled out in order to be considered \***  
**THANK YOU FOR YOUR INTEREST IN THE TOWN OF FLORENCE**

# **CITIZEN'S GUIDE.....Florence's Boards and Commissions**

## **Board of Adjustment**

*Duties:* Serves as a quasi-judiciary board that hears variances, appeals and ordinance interpretations relating to regulations contained in the Zoning Ordinance.

*Membership:* The seven members of Council serve as the Board of Adjustments.

*Meetings:* As needed during regular Council Meetings

## **Downtown Redevelopment Commission**

*Duties:* Agent for exercise of powers prescribed in A.R.S. Section 36-1476- Downtown Redevelopment Commission.

*Membership:* Five members appointed by the Town Council for a term of four years. The Mayor designates both the chair and vice-chair of the commission. Commissioners may or may not be residents of the municipality and may or may not be serving concurrently on other Town boards or commissions.

*Meetings:* Meetings are held the 4<sup>th</sup> Tuesday of the month at 6 pm at Florence Town Hall, 775 North Main Street

## **Historic District Advisory Commission**

*Duties:* Maintains the historical integrity of the buildings within the district.

*Membership:* Seven members appointed by the Mayor and Council for a three year term, 4 of which shall be property owners within the district. Three or fewer shall have qualifications in one of the following areas historic preservation, architecture, planning, history, archeology, or related field. Three or fewer may also be filled by elected or appointed representatives of the municipality and its various commissions and authorities. Three or fewer places may be filled by at large residents of the municipality.

*Meetings:* Meetings are held the last Wednesday of the month at 7 pm at Florence Town Hall, 775 North Main Street

## **Industrial Development Authority**

*Duties:* In addition to the powers granted to an industrial development authority bylaw, the authority has the powers to acquire, whether by purchase, exchange, gift, and lease or otherwise establish, construct, improve, maintain equip and furnish one or more projects. The authority has the power to lease, sell, exchange, or donate any or all of its projects. The authority as all other powers as defined by ARS 35-706.

*Membership:* Seven regular members appointed by the Town Council for Six-year terms.

*Meetings:* The authority meetings are posted 24 in advance with time, date, and location of meeting

## **Library Advisory Board**

*Duties:* To promote the interests of the Florence Public Library.

*Membership:* Five regular members appointed by the Town Council for two-year terms. Member must reside within the Florence Unified School District.

*Meetings:* Meetings are held the 3<sup>rd</sup> Wednesday of the month at 6 pm at Florence Community Library, 1000 South Willow Street

## **Parks & Recreation Board**

*Duties:* Advises Town Council and staff on issues pertaining to parks, open space, trails and recreation.

*Membership:* Five members appointed by the Town Council for a three-year terms.

*Meetings:* Meetings are held the 4<sup>th</sup> Thursday of the quarter at 6 pm at Florence Town Hall, 775 North Main Street

## **Planning & Zoning Commission**

*Duties:* Analyze, review and make recommendations to the Council regarding land use and development related issues.

*Membership:* Five members and one alternate\* appointed by the Town Council for three-year terms.

*Meetings:* Meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Thursday of the month at 6:30 pm at Florence Town Hall, 775 North Main Street

\* Alternates are not selected to fill in for board, commission or committee members that do not attend meetings. Alternates may attend meetings and are encouraged to do so as their attendance will enhance their overall knowledge and abilities and help them prepare for future appointment. However, alternates may not formally participate in the board, committee or commission decisions unless and until there is a vacancy, at which time they are automatically appointed to the open position.

**MINUTES OF THE FLORENCE TOWN COUNCIL SPECIAL MEETING HELD ON TUESDAY, JANUARY 22, 2013, AT 5:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER:**

Mayor Rankin called the meeting to order at 5:00 p.m.

**ROLL CALL:**

Present: Rankin, Smith, Celaya, Hawkins, Montaña, Walter, Woolridge

**ADJOURN TO EXECUTIVE SESSION**

**For the purpose of discussion of the public body with the Town Attorney to receive legal advice regarding providing consent for Johnson Utilities LLC to obtain a CCN for the area south of the Central Arizona Project Canal in accordance with A.R.S. § 38-431.03(A)(4).**

On motion of Councilmember Celaya, seconded Councilmember Hawkins, and carried to adjourn to Executive Session.

**ADJOURN FROM EXECUTIVE SESSION**

On motion of Vice-Mayor Smith, seconded by Councilmember Celaya, and carried to adjourn from Executive Session.

**ADJOURNMENT**

On motion of Councilmember Walter, seconded by Councilmember Woolridge, and carried to adjourn the meeting at 5:45 p.m.

---

Tom J. Rankin, Mayor

**ATTEST:**

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Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on January 22, 2013, and that the meeting was duly called to order and that a quorum was present.

---

Lisa Garcia, Town Clerk

**MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON TUESDAY, JANUARY 22, 2013, AT 5:30 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Mayor Rankin called the meeting to order at 5:45 p.m.

**ROLL CALL:**

Present: Rankin, Smith, Celaya, Hawkins, Montaña, Walter, Woolridge.

**ADJOURN TO EXECUTIVE SESSION**

**For the purpose of discussion of the public body regarding Town Manager contract negotiations, in accordance with A.R.S. §38-431.03 (A)(1) and (4).**

On motion of Councilmember Hawkins, seconded by Councilmember Celaya, and carried to adjourn to Executive Session.

**ADJOURN FROM EXECUTIVE SESSION**

On motion of Vice-Mayor Smith, seconded by Councilmember Celaya, and carried to adjourn from Executive Session.

**INVOCATION PERFORMED BY REVEREND DONALD WOOLRIDGE, UNION BAPTIST CHURCH.**

Reverend Donald Woolridge, Union Baptist Church, performed the invocation.

**PLEDGE OF ALLEGIANCE**

Councilmember Woolridge led the Pledge of Allegiance.

**CALL TO THE PUBLIC**

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

Ms. Denise Kollert, Resident, spoke in support of the monument sign that is proposed on the corner of Butte and Main Street. She stated that the sign will look very nice.

Mr. Scott Smith, Event Chairman, Florence Relay for Life, stated that the Florence/Coolidge Relay for Life event has been split this year, and each will have their own event. He is requesting volunteers for committee members as well as teams.

**CONSENT: All items indicated by an (\*) will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.**

**\*Approval of accepting the register of demands ending November 30, 2012, in the amount of \$1,316,384.75.**

**\* Approval of accepting the register of demands ending December 31, 2012, in the amount of \$1,529,543.73.**

**\*Approve a lease renewal agreement with RZN8 Media, L.L.C., for Suite 202, in the Silver King Marketplace.**

**\*Authorization to forward a favorable recommendation to the Arizona Department of Liquor Licenses and Control regarding the Assumption of Blessed Virgin Mary Parish's application for a Special Event Liquor License on Saturday, February 9, 2013, for a Mardi Gras Festival.**

**\*Authorization to forward a favorable recommendation to the Arizona Department of Liquor Licenses and Control regarding the Elk's Lodge application for a Special Event Liquor License on February 10, 2013, for the 2013 Prison Run.**

**\*Authorization to enter into a contract for auditing services to Henry and Horne, LLP, in the amount of \$92,000, to extend the auditing service contract for an additional three years.**

**\*Authorization to award the purchase of an exhaust filtration system to Clean Air Concepts, in an amount not to exceed \$63,653.10**

**\*Adoption of Resolution No. 1375-13:**

Ms. Lisa Garcia, Interim Town Manager, read Resolution No. 1375-13 by title only.

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ORDERING THE EXTINGUISHMENT OF A PORTION OF RIGHT-OF-WAY LOCATED IN FLORENCE, ARIZONA, GENERALLY DESCRIBED AS A PORTION OF 6<sup>TH</sup> STREET, TO BE USED FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF UTILITIES.**

**\*Adoption of Resolution No. 1376-13:**

Ms. Lisa Garcia, Interim Town Manager, read Resolution No. 1376-13 by title only.

**A RESOLUTION ORDERING THE EXTINGUISHMENT OF A PORTION OF RIGHT-OF-WAY LOCATED IN FLORENCE, ARIZONA, GENERALLY DESCRIBED AS A PORTION OF CHURCH STREET, TO BE USED FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF UTILITIES.**

On motion of Vice-Mayor Smith, seconded by Councilmember Montaña, and carried to approve the Consent Agenda as written.

**UNFINISHED BUSINESS**

**Discussion/Approval/Disapproval of selecting a monument sign to be located at the northeast corner of Butte Avenue and Main Street.**

Mr. Mark Eckhoff, Community Development Director stated that all of the proposed sign options are good. He gave a brief overview of the sign's location and gave a brief overview of the DC District.

Mr. Eckhoff stated staff initially recommended Option F, which HDAC forwarded a favorable recommendation to Council. Council approved Option F, with a 5-2 vote. He said concerns about the sign were raised and the approval was rescinded.

Mr. Eckhoff gave a brief description of each of the sign options:

- Option A Standard monument sign without the reader panels or electronic message center
- Option B includes a small electronic message center
- Option C Contains a fixed banner area
- Option D Has a very large electronic message center
- Option E Has a large banner area
- Option F Compromise of an earlier sign, it has a medium size electronic message center and Historic Downtown Florence verbiage on the top of the sign, bricks are locally sourced to reflect the character of the area and will match the National Bank construction.

Mr. Eckhoff said another option will be to select one of the options with modifications. He suggested Option A, which may have more room for the courthouse figure and word "Historic Downtown Florence", if they were to remove the word "Arizona".

Mayor Rankin inquired about the height size of Option C.

Mr. Eckhoff stated the height of the size can be stipulated.

Mayor Rankin asked for the height size limits for ground signs.

Mr. Eckhoff stated that there is a guideline for monument signs in the Historic District guidelines of four feet in height. The height sign in the DC District in the Town Code states eight foot. He said the sign is within Code, and there can be some deviation from the HDAC guidelines, if Council feels it appropriate.

Councilmember Montaña inquired the cost for each sign.

Mr. Eckhoff said the high end would be \$15,000 for Option F, and Option A would be included in National Bank's offsite improvements and there would be no financial impact to the Town for that sign, other than maintenance and replacement of sign components.

Councilmember Hawkins stated that many people were not happy with Option F because of the size of the electronic message board. He said Option B does not have electronic message center as large, which may be better.

Councilmember Celaya inquired if the sign is a budgeted item.

Mr. Eckhoff said funding available. He said there are un-utilized funds in the Community Development budget, and funding is available through economic development or downtown redevelopment enhancement type of activities. Funds exist up to \$15,000. He said the other options may be included in the Streetscape Project.

Councilmember Celaya inquired if the intent was to create an opportunity for the Town to have some type of public announcement rather than the banners that go across the entry to Main Street. The smaller panels would have to loop the second part of the message and people may not be able to read it. He is still in favor of Option F, without all of the flashy colors. He said there needs to be a way to put announcements in a high traffic area. He said the HDAC are guidelines and are not the Town Code.

Mr. Eckhoff explained the benefits of Option F, which includes multiple lines of text, and being able to catch someone's attention with a message in a short amount of time. Imagery could also be used with Option F. Option B is limited.

Vice-Mayor Smith said the reason HDAC voted the way they did is because they were told they did not have the authority. He said the guidelines do not allow for electronic signs. The Council needs to be consistent and follow the guidelines. He understands that there may need to be a height variance.

Councilmember Celaya said he attended the HDAC meeting and the Commissioners were given several options and they chose to combine the options with modifications, which became Option F.



Councilmember Celaya asked Mr. Eckhoff to define the difference between the Town Code and guidelines.

Mr. Eckhoff stated the Codes are the law of the Town of Florence and there is no deviation from those unless a text amendment or variance is done. The guidelines were established to help preserve the character of the Historic District, but flexible enough to deal with extreme circumstances of infill development, and new development in the District. He said the National Bank building is the first new building construction that has occurred in quite some time in the Historic District.

Vice-Mayor Smith inquired if staff has consulted SHPO regarding the electronic message center.

Mr. Eckhoff said they did consult SHPO, and they support Option F at that location because they took into account the following:

- Busy commercial corner
- Site of new development
- Construction on the site before was not of historical significance
- Modern intersection with signalization
- Commercial signage on Circle K and Subway, which are non-conforming

Mr. Eckhoff said they have no objections to any of the signs. The Streetscape Project was going with a sign similar to Option A. He said the sign could be changed at a later time.

Councilmember Montaña inquired how far the sign would need to be moved to be out of the Historic District.

Mr. Eckhoff said there would be challenges to locating the sign out of the Historic District on Main Street. He said there has been discussion on SH79 and on SH287. Mr. Eckhoff stated that several departments have indicated a sign in which they would be able to market events in a way other than a large banner going across the street.

Councilmember Woolridge stated that her preference would be Option F. She asked if a variance would be needed to expedite the process.

Mr. Eckhoff stated that a text amendment to the guidelines could be done if they elected to pursue Option F.

On motion of Councilmember Woolridge, seconded by Councilmember Celaya, to approve Option F, with discussion following.

Councilmember Montaña said if the Council were to change the Code, he would be in favor of Option F. He said the Town rejected True Value's electronic sign and feels that they should be consistent.

Councilmember Celaya said that the True Value building is a historic building, not new construction. He said the Council needs to be cognizant of the difference between the Historic District guidelines and the Town Code. He inquired the height of the sign.

Mr. Eckhoff said the sign is six feet five inches. Mr. Eckhoff said the Town Code allows for eight feet, and the Historic District guidelines allow for four feet.

Councilmember Montaña inquired if the DC allows for electronic signs.

Mr. Eckhoff said the guidelines discourage electronic modern signs.

Councilmember Montaña said the guidelines need to be updated.

Councilmember Celaya inquired if the sign is within the Town Code.

Mr. Eckhoff stated the sign was within the Town Code.

Roll Call Vote:

Councilmember Woolridge: Yes

Councilmember Celaya: Yes

Councilmember Walter: No

Councilmember Hawkins: Yes

Councilmember Montaña: No

Vice-Mayor Smith: No

Mayor Rankin: No

Motion Failed: Yes: 3; No: 4

On motion of Councilmember Walter, seconded by Vice-Mayor Smith, to approve Option A, with discussion following.

Councilmember Montaña inquired if the sign can be changed if the DC Code changes to allow for electronics.

Mr. Eckhoff said it would be difficult to modify the sign to add an electronic message center later on.

Vice-Mayor Smith inquired if the sign could be moved to the Silver King and a new sign installed at the National Bank facility.

Mr. Eckhoff said that moving the sign is a possibility.

Councilmember Celaya inquired if they would need to cut into asphalt in order to install the infrastructure for the electronic sign.

Mr. Eckhoff said all signs require electrical connections. He said the electronic message center would need internet phone connection. The Town was provided easements, and the Town will be able to do the connections. Conduit can be placed underground to prepare it.

Mayor Rankin said he likes the word Arizona on Option A, and feels it is very important to list Arizona as there are many Florence's.

Councilmember Walter: Yes  
Vice-Mayor Smith: Yes  
Councilmember Hawkins: No  
Councilmember Woolridge: No  
Councilmember Celaya: No  
Councilmember Montaña: Yes  
Mayor Rankin: Yes

Motion Passed: Yes: 4; No: 3

#### **Ordinance No. 590-13:**

Ms. Lisa Garcia, Interim Town Manager, read Ordinance No. 590-13 by title only.

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES, TITLE XV LAND USAGE, CHAPTER 150 DEVELOPMENT CODE, SECTIONS 150.059 DOWNTOWN COMMERCIAL (DC) AND 150.047 DISTRICT USE REGULATIONS TABLES (B) (First Reading January 7, 2013).**

On motion of Councilmember Woolridge, seconded by Vice-Mayor Smith, and carried to adopt Ordinance No. 590-13.

#### **NEW BUSINESS**

**Discussion/Approval/Disapproval of entering in to employment contract for the position of Town Manager.**

Mayor Rankin stated the Council has offered an employment contract to Mr. Charles Montoya, from Castle Rock, Colorado.

Mr. Montoya stated that he appreciates the opportunity to work with the Council, the community, the business members, colleagues and staff. He looks forward to being part of the community and helping the Council guide the community move forward in the future.

On motion of Councilmember Montaña, seconded by Councilmember Celaya, and carried to approve employment contract for Charles Montoya.

**Resolution No. 1378-13:**

Ms. Lisa Garcia, Interim Town Manager, read Resolution No. 1378-13 by title only.

**RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT FOR CERTAIN EQUIPMENT; DELEGATING AUTHORITY TO THE FINANCE DIRECTOR OF THE TOWN TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY.**

On motion of Councilmember Montaña, seconded by Councilmember Walter, and carried to adopt Resolution No. 1378-13.

**Discussion/Approval/Disapproval of purchasing a 2013 Pierce Velocity Platform from Hughes Fire Equipment Inc., in the amount not to exceed \$1,151,553.10.**

Mr. Jeff Moser, Fire Chief stated the new fire truck will replace the 1998 fire truck that is 14 years old. They have put in quite a bit of money in the truck for repairs and maintenance. The vehicle is currently stationed at Station 542 in Anthem. The truck will remain in the fleet as a backup truck. The new truck will take approximately eight months to build.

On motion of Councilmember Walter, seconded by Councilmember Hawkins, and carried to approve of purchasing a 2013 Pierce Velocity Platform from Hughes Fire Equipment Inc., in the amount not to exceed \$1,151,553.10.

**Resolution No. 1377-13:**

Ms. Lisa Garcia, Interim Town Manager, read Resolution No. 1377-13 by title only.

**RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, IN SUPPORT OF THE CREATION OF THE SUN CORRIDOR MPO WITH THE CITY OF CASA GRANDE, CITY OF ELOY, CITY OF COOLIDGE AND PINAL COUNTY AND STATING ITS INTENT TO BECOME AN ORIGINAL MEMBER OF THE SUN CORRIDOR MPO.**

Mr. Eckhoff stated that there are two major Metropolitan Planning Organizations (MPOs): MAG in Maricopa County and PAG in Pima County. A third MPO is being formed by western communities in Pinal County due to the population. He said per the 2010 Census, the Casa Grande area hit a population threshold where the Federal law requires that they form an MPO. Concurrently, the San Tan Valley area reached a population threshold where they are required to join an MPO.

Mr. Eckhoff gave a brief description of the various options that were available, which include:

- An county-wide MPO
- An MPO within the growth region as large as possible to contain and capture urbanizing areas for twenty years and beyond
- A smaller MPO in which Casa Grande would form their MPO that would include some areas in Pinal County, Coolidge and Eloy

Mr. Eckhoff said Casa Grande's MPO initially did not include the San Tan area, which was a concern for Florence because of the commuting and economic development patterns that may affect Florence, specifically when you consider transportation funding. He said the San Tan region is extremely important for Florence from a transportation, air quality, and regional planning perspective.

Mr. Eckhoff said the proposed resolution lists all those who will be part of the MPO. The City of Maricopa has passed a resolution in which they have chosen to go with the MAG MPO because of their relations with the Phoenix metro area. Apache Junction and Queen Creek will desire to be part of the MAG MPO as well.

Mr. Eckhoff said if they can get the MPO as large as possible for this region, it will provide a great starter with the potential to grow over time. Pinal County, Eloy, and Coolidge also support a resolution similar what is being proposed.

Mr. Eckhoff said, if the resolution is adopted, it would then be forwarded to the City Casa Grande, who will then put their documents together and present it to ADOT and the Federal Highways, and work with them to form the MPO. He said Florence will work closely with them to ensure that it goes in the direction as identified.

Mr. Eckhoff said there will be no immediate changes. Ultimately, it will have an impact on the Town. He said if the MPO partners with CAG, there will be a way for them to link land use planning, economic development, transportation, air quality and other issues as growth occurs.

Mayor Rankin said if the Town decides to go with the Sun Corridor, MAG has agreed that boundaries need to be set.

Councilmember Montañó inquired about the copper corridor joining the MPO.

Mr. Eckhoff stated that there is not enough urbanization or immediate plans for urbanization to include that region. The plan would be to strategize and formalize the opportunity to expand to the east as growth occurs.

Councilmember Montañó inquired if it would be beneficial to look at MAG because of the North South Freeway Project because of the growth that it will bring.

Discussion occurred on the North South Freeway Project and the growth patterns that may occur, urbanization in eastern Pinal County, and the Florence's planning area.

Mayor Rankin explained the MPO boundaries and explained the importance of Florence joining an MPO with San Tan Valley with regards to annexation, transportation routes. He said San Tan Valley will incorporate and will be the largest community in the County. Florence will be their closest neighbor. He said the east-west corridor is going to be very important to the development of our communities. He said it is important to have more control for ourselves.

Councilmember Montaña stated that if you have Florence, Coolidge, Casa Grande, and Eloy, we have one vote to three to try and push the transportation in our direction. Florence has had the opportunity with Pinal County to grow and develop access roads toward San Tan Valley and into the east valley, yet Florence has not done that. He said San Tan Valley will go with MAG because they are only eight miles from Apache Junction. He said if they do, Florence will be on the opposite end of the MPO developed by Casa Grande.

Mayor Rankin said Pinal County will dictate which MPO San Tan Valley will go to. If Florence forms an MPO, they can either join or go to MAG.

Councilmember Celaya asked if there was any indication what Pinal Partnership is doing with the area that they are master planning.

Mayor Rankin said they are looking for the betterment of Pinal County, whichever way it goes. He said working with MAG has both advantages and disadvantages. MAG has approximately 27 entities. He said you have to consider where the federal dollars are going to. He said his opinion is the destiny of Pinal County is north of Florence and the development of Pinal County is the Superstition Vistas Project. If Florence has the Sun Corridor, then Florence has more input, unless it goes to MAG.

Councilmember Celaya asked if there will be some overlapping of MAG and Sun Corridor with the Town's planning area.

Mr. Eckhoff stated MPOs cannot overlap with each other. He said one problem of not including the San Tan area is that it will go into MAG. He said part of the problem is that it would take in some of Florence's planning area. When the Town does an annexation that would go in that planning area, it would have to go through a process of moving the area from the MAGP MPO and move it into the Town's MPO. It makes it cumbersome to grow in the area, and they may include the Superstition Vistas area.

Mr. Eckhoff explained the different MPOs, what they do and the services they provide. He explained the advantages of MAG and PAG; however, those same benefits would not come into Pinal County.

Councilmember Montaña inquired if the Council has to make a decision at this meeting.

Mayor Rankin said that it is time sensitive and meetings need to be coordinated, and boundaries need to be set.

Councilmember Celaya requested clarification on the Council's recommendation. He understands it to be an adoption contingent on the inclusion of San Tan Valley and Superstition Vistas areas.

Ms. Garcia said that he is correct on the recommendation. She said that last week, the Town became aware of the changing of the boundaries. When the Town first started negotiations with the City of Casa Grande, it was with the intent that those areas be in place.

Mayor Rankin said the map that came out last week does not include Florence's planning area. He said Casa Grande was not talking about Superstition Vistas when they considered the plan.

Mr. Eckhoff outlined the Superstition Vistas area.

Discussion occurred on the proposed recommendation and the Sun Corridor MPO.

Ms. Garcia said the maps have not been finalized and Council may go on record saying that they want their planning area included, it can be written into the resolution.

Discussion occurred on clarification of the areas to be incorporated in the MPO.

Ms. Garcia clarified the areas to be incorporated.

Mayor Rankin said in order to change MPO's the majority of both MPOs must be in agreement to change.

Discussion occurred on Pinal County's stance on the MPOs.

On motion of Councilmember Hawkins, seconded by Councilmember Celaya, and carried to adopt Resolution No. 1377-13, allowing the participation by Town of Florence in the SCMPO if it includes the San Tan Valley and Superstition Vistas areas.

**Ordinance No. 591-13:**

Ms. Lisa Garcia, Interim Town Manager, read Ordinance No. 591-13 by title only.

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 7, CHAPTER 72 BY ADDING SECTION 72.04 CONCERNING RESTRICTIONS ON VEHICLE WEIGHT.**

James E. Mannato, Town Attorney, stated that the purpose of the ordinance is to take what is contained in the Arizona Revised Statutes pertaining to weight restrictions on commercial vehicles and incorporate it into the Town Code. He said if a citation is issued against a commercial vehicle for a weight violation and the motorist is found responsible then the fines would be retained by the Town. Currently, the Municipal Court is required to forward the fines to the State.

Councilmember Montaña inquired if the citation is issued on a state highway would the fines go to the State.

Mr. Mannato stated the critical thing is under what provision of law is the motorist being cited into the Municipal Court. He said if they are cited under a municipal ordinance, the Town would retain the fine monies and deposited into the General Fund.

Discussion occurred on various scenarios regarding the issuance of citations.

Mr. Mannato said that by adopting a local ordinance, it makes it a local law, and therefore the Town will be able to retain the fines.

Councilmember Montaña inquired how many officers are working commercial vehicles. He also inquired if most of the vehicle stops are done along SH79 and SH87.

Daniel Hughes, Police Chief, said the Town has three officers that are certified and they run from time to time. He said that the stops are done on SH79 and SH87.

Councilmember Montaña said the Town received grant money for the three officers to work commercial vehicles.

Chief Hughes said they have grant money and weights and skills within the department so they can run their own truck enforcement.

Councilmember Montaña said his concern is that they are spending more time and money looking at vehicles on state routes than they are patrolling in the community.

Chief Hughes said officers are not taken off their patrol for truck enforcement. Times are scheduled in advance for truck enforcement and staff is brought in for it. If staff finds a truck that is overloaded on a back road, they will make a stop and can do the scales. Officers are not pulled off regular duty patrol.

Councilmember Montaña inquired if this is overtime hours or regular hours.

Chief Hughes said it could be either regular hours or overtime hours depends on the available manpower.

Discussion occurred on grant funding.



Councilmember Hawkins said nothing is changing, and Florence has been doing truck enforcement for quite some time. The ordinance is strictly to retain the monies from the fines rather than forward the monies to the State.

## **DEPARTMENT REPORTS**

### **Manager's Report**

#### **Department Reports**

**Community Development**

**Courts**

**Finance**

**Fire**

**Library**

**Parks and Recreation**

**Police**

**Public Works**

Ms. Garcia said Ms. Guilin has announced her retirement effective June 21, 2013. She has worked for the Town for 19 years and is sorry to see her go. There will be a solid waste and recycling work session on January 28, 2013, at 5:00 p.m.

Ms. Garcia introduced Mr. Mike Duran, Interim Fire Chief. He has 40 years' experience in fire services and will assist the Town on an interim basis.

Mr. Mike Duran, Interim Fire Chief, stated that he is very happy to assist the Town with the transition. Mr. Jeff Moser has assisted him in getting a feel for the day-to-day operations. The Town has a solid organization and very prideful members. The Town has a very good operation.

Ms. Garcia said the Town is actively recruiting for a Fire Chief.

The Department Reports were received and filed.

## **CALL TO THE PUBLIC**

There were no public comments.

## **CALL TO THE COUNCIL**

Councilmember Moser did a great job, and the change is due to a personnel technicality. He has done a great job.

Vice-Mayor Smith invited everyone to the Home Tour and to see Tom Mix's car, which has been fully restored, that will be on display at the Pinal County Visitor Center.

Councilmember Walter welcomed Charles A. Montoya and Mike Duran to Florence.

## **ADJOURNMENT**

On motion of Vice-Mayor Smith, seconded by Councilmember Montaña, and carried to adjourn the meeting at 8:04 p.m.

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Tom J. Rankin, Mayor

## **ATTEST:**

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Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on January 22, 2013, and that the meeting was duly called to order and that a quorum was present.

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Lisa Garcia, Town Clerk

**MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, FEBRUARY 4, 2013, AT 5:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Mayor Rankin called the meeting to order at 5:00 p.m.

**ROLL CALL:**

Present: Rankin, Smith, Celaya, Hawkins, Montaña, Walter, Woolridge.

**ADJOURN TO EXECUTIVE SESSION**

**For the purpose of discussion of the public body with the Town Attorney to receive legal advice regarding providing consent for \*\*Southwest Environmental\*\* Utilities LLC, to obtain a CC&N for the area south of the Central Arizona Project Canal in accordance with A.R.S. § 38-431.03(A)(4).**

On motion of Councilmember Walter, seconded by Vice-Mayor Smith, and carried to adjourn to Executive Session.

**ADJOURN FROM EXECUTIVE SESSION**

On motion of Vice-Mayor Smith, seconded by Councilmember Walter, and carried to adjourn from Executive Session.

**INVOCATION PERFORMED BY REVEREND JOHN JOHNSON, FIRST PRESBYTERIAN CHURCH.**

Reverend John Johnson performed the invocation.

**PLEDGE OF ALLEGIANCE**

Mr. Charles A. Montoya, Town Manager, led the Pledge of Allegiance.

**CALL TO THE PUBLIC**

**Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of 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.**

There were no public comments.

## **PUBLIC HEARING AND PRESENTATIONS**

**Public Hearing for submission of an application for FY2013 Community Development Block Grant State Special Project funds (The public hearing will be opened to receive public comment and continued to the March 4, 2013 Regularly Scheduled Council Meeting).**

Mayor Rankin open the Public Hearing.

Mr. Ernie Feliz, Special Districts Manager, requested that the Public Hearing be continued to the March 4, 2013 Town Council Meeting.

Mayor Rankin continued the Public Hearing to March 4, 2013.

### **Discussion/Approval/Disapproval of a Proclamation dedicating the Florence Aero Modelers Park as Bohn Field.**

On motion of Councilmember Walter, seconded by Councilmember Montaña, and carried to adopt the proclamation dedicating the Florence Aero Modelers Park as Bohn Field.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read the proclamation.

Mayor Rankin recognized Mr. Lyle Bohn, President, Aero Modelers, for his service to the park. He said a business will be opening in Florence because of the park.

Mr. Bohn stated he was very surprised by the proclamation and dedication of the park in his name. There are approximately 35 pilots that have a Florence address, which means people are moving to Florence and are using the Town facilities. He thanked everyone and said he is honored for this recognition. He added that turbine jet flying may resume at the field because of the new runway; and one of the jet pilots has joined the club.

**CONSENT: All items indicated by an (\*) will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.**

**\*Approval of the Town of Florence 2013 General Plan Amendment application and hearing schedule.**

**\*Approval of Resolution No. 1379-13**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1379-13 by title only.

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENTS FILED WITH THE TOWN CLERK, AND ENTITLED “2013-2023 LAND USE ASSUMPTIONS, INFRASTRUCTURE IMPROVEMENT PLAN AND IMPACT FEE STUDY FOR THE TOWN OF FLORENCE, ARIZONA”.**

**\*Authorization to purchase new SCBAs from LN Curtis to outfit the new ladder truck, in an amount not to exceed \$39,127.30.**

**\*Authorization to dispose of a 2000 Chevrolet Van that has outlived its useful life and rescind the action for disposal of the 1998 Ford Van from October 15, 2012.**

**\*Appointment of Town Manager Charles Montoya to serve as the citizen/merit system head representative Board Member on the Public Safety Personnel Retirement System – Police and Fire Local Boards for a term expiring February 4, 2017.**

**\*Appointment of Wilbur Freeman to serve as a citizen representative Board Member on the Public Safety Personnel Retirement System – Police and Fire Local Boards for a term expiring February 4, 2017.**

**\*Ratification of the re-appointment of Corey Pine to serve as an employee representative Board Member to the Public Safety Personnel Retirement System, Fire Local Board with for a term to expire February 4, 2017.**

**\*Approval of the January 7, 9, 14, and 15, 2013 Town Council Meeting minutes.**

On motion of Councilmember Montaña, seconded by Councilmember Celaya, and carried to approve the Consent Agenda as written.

## **UNFINISHED BUSINESS**

### **Ordinance No. 591-13:**

Ms. Garcia read Ordinance No. 591-13 by title only.

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 7, CHAPTER 72 BY ADDING SECTION 72.04 CONCERNING RESTRICTIONS ON VEHICLE WEIGHT (First Reading held January 22, 2013).**

Mr. James E. Mannato, Town Attorney, explained that the requirement to transfer a portion of the fines and/or the surcharges and assessments is per the Arizona Supreme Court through the Administrative Office of the Court. The courts are required to input the disposition of every charge that is brought into the Florence Municipal Court once there has been a disposition. The Administrative Office program will identify how each assessment and surcharge is to be allocated and transmitted to the State of Arizona. He said the ordinance will allow the Florence Municipal Court to retain the fines and

give to the General Fund the base fine that pertains to these violations. The surcharges and/or assessments will go the State.

On motion of Councilmember Hawkins, seconded by Councilmember Woolridge, and carried to adopt Ordinance No. 591-13.

## **NEW BUSINESS**

### **Discussion/Approval/Disapproval of entering into an Operator Agreement with Southwest Environmental Utilities, LLC.**

Ms. Garcia said the Council was provided an amended Operator Agreement on the floor.

Mayor Rankin said it is a great improvement to the Town of Florence to enter into the amended Operator Agreement with Southwest Environmental Utilities, LLC, which has the legal description attached.

Councilmember Celaya stated the things he considered with regards to the Operator Agreement:

- Does it impact the citizens' rates
  - It doesn't impact the rates
- Does it impact the citizens' future water supply
  - It will not impact it any more than any other type of development that they would put on the property
- How does it affect the neighboring properties
  - The Council has not had any objects; however, they have had support from the neighboring property owners
- What is the benefit to the Town
  - Potential for economic development
  - Mr. Johnson is looking to invest his money to invest in Florence's future
- Would the Town be able to do it themselves
  - The Town is not in the position to put the backbone infrastructure to stimulate that type of development
- Why would Council support this type of an action
  - It poses no impact to the citizen, unless they choose to live out there. He said those that choose to live out there will do their due diligence.

Councilmember Celaya said the project has a lot of potential as an economic driver.

Councilmember Hawkins said it will be an asset for Florence. He said every town in Pinal County has private water, except Eloy. Florence has both private and public entities. He said what is being proposed is not unheard of.

Vice-Mayor Smith said there are a few things in the operating agreement that he is not in favor of. He said many constituents have reached out to him in opposition of entering into an Operator Agreement and he will stand by constituents on this item.

Mayor Rankin addressed the letter to the editor that appeared in last week's newspaper.

Councilmember Woolridge said the Town should control their own utilities.

Mayor Rankin said that Anthem would not exist if it weren't for Johnson Utilities. Florence did not have the money then or now for the services that are needed. Florence has no control of the water rates as they are set by the Arizona Corporation Commission. He said the new development may create opportunity for businesses and a chain grocery store to come to Florence because of the population.

Mayor Rankin received a complaint regarding the e-coli issue that happened with Johnson Utilities and their response. He said a copy of the report is on file at Town Hall for anyone wishing to review it. He added that all four property owners in the proposed area support Johnson Utilities. He added that Mr. Johnson donated approximately 50% of the cost to implement the Main Street Program.

Councilmember Walter asked Mr. Johnson if he would be open to inserting a buy back provision in the event that he no longer controlled Southwest Environmental Utilities, LLC, for any reason or if he did not complete construction in a specified time frame.

Mr. Johnson responded that it is included in the agreement.

Councilmember Walter asked if it could include a set price.

Mr. Johnson responded that it is impossible to determine a set price at this time. He said they are currently negotiating with power companies and will spend approximately \$1.1 million to \$1.8 million to bring power in for the project. He cannot predict what the total cost of all the expenses will be at this time. It is premature to set a price at this time.

Councilmember Montaña said there are numerous homes south of the CAP and many of those residents come into Florence with their tanks to fill up on water at the standpipe because they do not have running water at their homes. He said this is the first opportunity for Florence to be able to install infrastructure and offer these residents water and wastewater services, even though Florence will not be the provider. It may also provide the rooftops needed for growth to occur.

Councilmember Woolridge stated that Florence does have a Safeway in town, which is a chain grocery store.

Mr. Dan Hodges, Johnson Utilities, stated that there is a significant disadvantage if the Town were to provide services because the Town would charge an additional \$5,000 per lot and the impact fees would make it unfeasible. He outlined the fees that Florence would receive from the project.

On motion of Councilmember Hawkins, seconded by Councilmember Celaya, to enter into an Operator Agreement with Southwest Environmental Utilities, LLC, as amended with the legal description attached.

Roll-Call Vote:

Councilmember Hawkins: Yes

Councilmember Celaya: Yes

Councilmember Woolridge: No

Councilmember Walter: Yes

Councilmember Montaña: Yes

Vice-Mayor Smith: No

Mayor Rankin: Yes

Motion Passed (Yes: 5; No: 2)

### **CALL TO THE PUBLIC**

There were no public comments.

### **CALL TO THE COUNCIL**

Councilmember Hawkins invited everyone to events taking place around Florence this weekend, which includes the Home Tour and the air show at Bohn Field on Saturday, February 9, 2013, and the prison run on Sunday, February 10, 2013.

Councilmember Celaya expressed his appreciation to the Fire Department with regards to the two recent fires in our community. He welcomed Charles A. Montoya, Town Manager, to his first Council meeting.

Councilmember Montaña expressed his condolences to the family of Chris Kyle, American Hero, who was known as the top American sniper. He was part of a SEAL team and was killed in Texas. He had the opportunity to speak with him and talked greatly about community and being part of the community.

Vice-Mayor Smith welcomed Mr. Montoya. He said the Pinal County Historical Museum will showcase the fully restored, original Tom Mix car. He said it will be the first time the car has come back to Florence since the accident.

Mayor Rankin commended the citizens that helped during the fires. He said they saw the fires and rendered assistance. The citizens are always willing to help. Florence is proud of its citizens. He said Florence has taken a step in the right direction for improving the quality of life for Florence in economic development opportunities.

### **ADJOURNMENT**

On motion of Councilmember Hawkins, seconded by Councilmember Celaya, and carried to adjourn the meeting at 6:41 p.m.



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Tom J. Rankin, Mayor

**ATTEST:**

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Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on February 4, 2013, and that the meeting was duly called to order and that a quorum was present.

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Lisa Garcia, Town Clerk

**MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, FEBRUARY 11, 2013, AT 5:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Mayor Rankin called the meeting at 5:08 p.m.

**ROLL CALL:**

Present: Rankin, Celaya, Hawkins, Montaña, Walter, Woolridge  
Absent: Smith

**WORK SESSION WITH REGARD TO DEVELOPMENT IMPACT FEES.**

Becki Guilin, Finance Director, explained that changes occurred at the legislative level in 2011 which dramatically changed impact fees. The Town of Florence hired Duncan and Associates, to do the Development Impact Fee Study and Infrastructure Improvement Plan, as well as set the fees for the development impact fees. The Town ceased collecting the Sanitation Impact Fees and the General Government Impact Fees effective January 1, 2012. The Library Impact Fees were suspended and the Police and Fire fees were modified.

Ms. Guilin said the consultant's methodology and land use assumptions were presented to Council at the January 30, 2012 Work Session. On February 6, 2012, the Council authorized a biennial audit instead of forming a committee and explained the reasons for choosing the audit. She explained how the audit was conducted.

Mr. Clancy J. Mullen, Duncan and Associates, said that State Law requires that new development be given credit for the excess sales tax, and the credit needs to be considered a portion of payment toward the capital facilities; however, it doesn't specify what facilities the credit is to be applied to nor does it state that the credit has to go to the developers and be spent on those improvements.

Mr. Mullen outlined the major policy implications, which are:

- Roads
  - o Commit "excess" construction sales tax to new road capacity
  - o Lower road fees in Merrill Ranch Community Facility Districts
    - Funding major roads
- Library
  - o Construct a minimum 10,000 sq. ft. library in the next ten years
    - Cost to be approximately \$3.1 million
    - Fees to pay for approximately half of the cost; and fund existing deficiency of approximately half of the cost from other sources
- Parks
  - o Cease collecting park fees in the Merrill Ranch area
  - o They are outside of the service area

- Fire
  - o Lower fees in Merrill Ranch Community Facility Districts
    - Funding Anthem station
- Water/Wastewater
  - o No fees in North Florence Improvement District
    - Funding system acquisition
  - o Will need to give credit for developer-installed master plan lines

Mr. Mullen outlined the current and proposed non-utility fees for roads, parks, fire, police and library. They recommend breaking the fees out to include single family, multi-family, commercial, institutional, and industrial. He said institutional is a big driver in the community in terms of economic growth. Prisons, hospitals, nursing homes, and churches tend to have less impact on the need for road facilities and would have lower fees for some of the facilities. He provided an overview of the changes in fees and outlined which fees are to be increased and decreased.

Mr. Mullen explained the current and proposed utility fees. The fees will be broken down by meter size. He explained the proposed fees for water and wastewater. The capacity ratios were considered as well as residential and non-residential when considering the proposed fees.

Mr. Mullen explained the SB 1525 requirements for August 1, 2014, which are:

- Identify service areas for each facility type
- Prepare land use assumptions for the next ten years
- Establish levels of service
- Describe existing facilities by service area
- Analyze existing capacity, usage and commitments
- Project future service units attributable to growth
- Determine ten year needs attributed to growth (IIP)
- Establish new fee schedule

Mr. Mullen explained SB 1525 compliance for Florence, which will take approximately nine months. The timeline is as follows:

- Council Workshop
  - o No legal obligation
- Publication and Notice of 1<sup>st</sup> Public Hearing
  - o 60 day notice period before hearing
- Public Hearing on Land Use Assumptions (LUA)/IIP
  - o 30 day period before adoption
- Adoption of LUA/IIP and Notice of Fees
  - o 30 day notice period
- Public Hearing on study/ordinance
  - o 30 day period before adoption
- Adoption of study/ordinance
  - o 75 day period before effective date
- Effective Date

Mr. Mullen said SB 1525 doesn't identify if amendments can be made. He said many communities have interpreted the law to be that changes can be made within fourteen days so long as it is published within that time frame. He said between the publication and public hearing, no changes can be made.

Mr. Mullen discussed the recommended service areas, which are as follows:

- Transportation (1) town-wide
  - o Restricted to arterials/major collectors
- Fire and Police (1) town-wide
- Library – (1) town-wide
- Parks – (1) “central” area
  - o Restricted to “neighborhood parks”
- Water/wastewater – (2) north and south of river
  - o Includes cost of master plan lines

Mr. Mullen discussed the following regarding land use assumptions:

- Growth projections by service area
  - o Do no drive fees
  - o Fees are based on existing level of service
- Must cover at least 10 years (2013-2023)
  - o Will not affect impact fee calculations
- Existing based on:
  - o Building permit and census block data (residential)
  - o CAG estimates (nonresidential except prisons)
  - o Town prison survey (prisoners)
- Projections based on:
  - o CAG 5-year growth assumed over 13 years (2010- 2023)
  - o Equates to 250 new housing units each year (vs. 900 per CAG)

Mr. Mullen discussed the following:

- 2013 -2023 Housing Unit Projections
  - o 2800 new dwelling units expected in the Merrill Ranch area in the next ten years
- Road cost/Revenues for 2013 – 2023
- Library Cost/Revenues for 2013-2023

Mr. Mullen discussed the following regarding to ordinance changes:

- Revamped along lines of model ordinance prepared by Arizona League of Cities and Towns
- Major changes to comply with SB 1525
  - o Fees grandfathered for two years at time of:
    - First building permit for single-family subdivision
    - Site plan for multi-family or nonresidential development
  - o Developer credit provisions
  - o Refunds if fees not spent within 10 years (15 years for water/wastewater)
  - o Biennial audit

- Updates every five years

Councilmember Hawkins inquired if Anthem was not included in the Parks fees because they have private parks which are maintained by the homeowners' fees.

Mr. Mullen said they could not make the service area big enough to accommodate everything in the Town and some parts had to be excluded. He explained the issues that it would cause if the Town included Merrill Ranch in the service area.

Councilmember Hawkins said that the size of the library should be sufficient since much of what is being offered is moving towards electronics. He said books are becoming a thing of the past.

Ms. Guilin said in the current Capital Improvement Plan, the library was to be approximately 33,000 sq. ft. The impact fees can only pay for 10,000 square feet, and it is for the structure itself only; FFE, books, etc., are excluded. The fees are very restrictive.

Mr. James Mannato, Town Attorney, said law libraries have been eliminated in the recent years. Pulte has designed the parks for the homeowners' exclusive use since they are paid for by the homeowners' association dues. He said they have amenities in the Anthem area that are exclusive for the homeowners.

Mr. Mannato confirmed that the Council understood the statutory requirements with regards to the development impact fees.

Discussion occurred on the impact fees and the total amounts that can be utilized.

Mr. Mannato asked Mr. Mullen for clarification regarding the calculation of vehicle miles of travel per dwelling unit which would be an offset within the community facilities district between the excess construction tax and the debt offset of \$256.00 per vehicle mile of travel (per Table 23 and Table 25).

Mr. Mullen explained that the average construction tax total is approximately \$5,400 per unit. He said  $\frac{1}{2}$  is approximately \$2,700 and that was divided by the vehicle miles of travel generated by a single family unit to come up with the credit per vehicle mile of travel.

Mayor Rankin inquired what the current impact fee for Anthem is.

Ms. Becki Guilin, Finance Director, said the current impact fee for Anthem is \$3,383, and the new impact fee will be \$2,071. She said for Florence, the current impact fee is \$10,884. The new fee, including water and wastewater, will be \$9,363. She said the reductions were done because of changes in State law.

Mayor Rankin inquired if there are water and sewer impact fees in the Florence core and in Florence Gardens.

Ms. Guilin said there are impact fees in the Florence core, but not in Florence Gardens because they are paying an assessment.

Discussion occurred on the individuals living in the Florence Gardens area who do not pay assessments and moved in after the community facilities district was formed.

Ms. Guilin said the assessment was done based on the cost to provide the service, and it was outside of the North Florence Improvement District (NFID). She can only recall one time that this has happened. The fees were based on the cost to provide the services to them.

Discussion occurred on assessments in the North Florence Improvement District.

Mayor Rankin said growth has stopped because of the high impact fees. He said infill was introduced and impact fees were waived. He said since impact fees were re-introduced, infill has stopped altogether.

Discussion occurred on growth in Florence and why it has stopped.

Mr. Mannato said that is not unlawful to refrain from assessing someone an impact fee if they are paying for the burden of their development in that area in another way. He said what has come up in the past, is when you give someone a blanket waiver of all impact fees, as it has been done in the past, it can lead to an objection. By alleviating them of the responsibility from paying any impact fee, your study then represents the creation of a disproportionate burden on the rest.

Councilmember Celaya said that if impact fees are waived, they need to be paid elsewhere. He said it gives the impression that the areas that are paying impact fees are being overcharged or it is coming at the expense of the General Fund or by the taxpayers. He said just because the fees are waived doesn't mean the cost for the service goes away.

Discussion occurred on why fees should and shouldn't be waived and what the impact would be if the fees were waived.

Mr. Mullen said the impact fees will decrease by approximately 40% from where they currently are.

James Duncan, Duncan and Associates, stated that he would be remiss if he didn't recommend the Town to not waive impact fees in certain areas. He said infrastructure is cost to the capital system. Someone is going to have to pay for the cost. He said by waiving the fees, you are spreading the burden against other people in the community that have already made the cost. A method needs to be found to stimulate growth in the downtown area, but not by waiving the fees. He would like to see what the plan does.

Mayor Rankin asked if the reduction in impact fees will cause a reduction on workforce or how the Town operates.

Ms. Guilin said it would not cause a reduction in workforce of how the Town operates. She said the rates support the operations.

Mr. Duncan said the fees would be solely for repair, maintenance, and capital costs to infrastructure.

Mayor Rankin asked for something to be done to help with infill. He also wants the lots retained until the market comes back.

Cindy Sills, Broker, Belva's Real Estate, commended the Council for what they are doing. In the last three years, they have had so many developers come to her, but will not develop in Florence because of the cost of the impact fees. She said the impact fees have hurt Florence. Growth in Florence is needed, and the decrease in impact fee costs may help to bring growth. She thanked the Council.

Denise Kollert, Florence resident, stated that Florence has a lot of people that come into the Library to check out books. Florence does not need a small library; they need the one that is being proposed. She said there are still many patrons who utilize the Library and the services they provide. She said that she doesn't agree with Councilmember Hawkins' comments that books are becoming outdated.

Councilmember Hawkins stated that he didn't insinuate that a library wasn't needed, but stated that with technology changing, paper books will be less relevant in the next ten years.

Mayor Rankin said the discussion is on impact fees and not if Florence needs a Library or not. He inquired how long has Florence has impact fees. He inquired how much money has been collected for the Library since the impact fees were adopted.

Ms. Guilin said the first ordinance was adopted on July 7, 2003 and became effective October 6, 2003 for water and wastewater impact fees. She said another ordinance was adopted in 2004 and became effective in 2005 with Transportation, General Government, Public Works, Fire, EMS, Parks, Library, and Community Facilities. She said \$742,000 is earmarked for the library.

Mayor Rankin inquired when the library has to be built so the money does not have to be returned.

Mr. Mullen said the ten year window doesn't start until August 1, 1014.

Ms. Guilin explained what the ten year window means.

Mayor Rankin inquired how much money is available in recreation.

Ms. Guilin said it is over \$1 million dollars.

Councilmember Woolridge said she would prefer a library be built for what is needed and borrow the rest of the money to build it.

Ms. Guilin said with regards to impact fees, they are restricted to 10,000 feet. She said the construction tax money can also assist with the cost. She said she provides a monthly report to Council with the total balance for each of the impact fees. Money has been used from Police, Fire, and Sanitation. She said some was also used from General Government to repay the Police Impact Fund back for the IT portion of the Police building.

John Doe, (did not identify himself) asked for the comparative figures for other communities and inquired why the numbers are higher/lower than other communities.

Ms. Guilin said the fees are based on the infrastructure that is planned for the next ten years. She said you aren't able to do comparisons because the needs are different.

Councilmember Celaya said there are a lot of factors and variables that are considered when considering the development impact fees.

Mayor Rankin said the Town needs to provide some type of incentives to bring developers.

Charles Montoya, Town Manager, said the impact fees in Caswell, Colorado are approximately \$45,000 per home. He said the Town needs to reach out to the developers and offer some type of incentives to get people to come to Florence. Economics are a factor. He said the impact fees can be reduced but the Town will need to come up with the means to pay for it. If the Town can't pay for it, it will need to raise taxes to cover the cost.

Ms. Guilin explained how the fees may be slightly modified based on future infrastructure. She explained what the 4% construction tax is used for.

Mayor Rankin asked how much money is available in the 4% construction sales tax.

Ms. Guilin said that she will provide the figures to Council at a later time.

Councilmember Hawkins said that the Town has used its reserve funds for the last two years. He said if they utilize reserve funds again this year, there will be nothing left.

Ms. Guilin said the only monies that are budgeted in the General Fund are operational money. Capital Improvement Fund monies are set aside for capital projects. She explained the fund balance, and the expenditures have exceeded the revenues for the last two years.



## **ADJOURNMENT**

On motion of Councilmember Woolridge, seconded by Councilmember Celaya, and carried to adjourn at 6:35 p.m.

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Tom J. Rankin, Mayor

## **ATTEST:**

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Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on February 11, 2013, and that the meeting was duly called to order and that a quorum was present.

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Lisa Garcia, Town Clerk

**MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON TUESDAY, FEBRUARY 19, 2013, AT 5:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER:**

Mayor Rankin called the meeting to order at 5:00 p.m.

**ROLL CALL:**

Present: Rankin, Smith, Celaya, Hawkins, Montaña, Walter, Woolridge

**ADJOURN TO EXECUTIVE SESSION**

**For the purpose of discussion of the public body with the Town Attorney to receive legal advice regarding the appeal process on the CDBG Woman's Club Grant pursuant to A.R.S. § 38-431.03(A)(3).**

On motion of Councilmember Walter, seconded by Councilmember Hawkins, and carried to adjourn to Executive Session.

**ADJOURN FROM EXECUTIVE SESSION**

On motion of Councilmember Montaña, seconded by Councilmember Celaya, and carried to adjourn from Executive Session.

**ADJOURNMENT**

On motion of Councilmember Montaña, seconded by Councilmember Celaya, and carried to adjourn the meeting at 5:30 p.m.

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Tom J. Rankin, Mayor

**ATTEST:**

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Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on February 19, 2013, and that the meeting was duly called to order and that a quorum was present.

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Lisa Garcia, Town Clerk

**MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON TUESDAY, FEBRUARY 19, 2013, AT 5:30 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Mayor Rankin called the meeting to order at 5:30 p.m.

**ROLL CALL:**

Present: Rankin, Smith, Celaya, Hawkins, Montaña, Walter, Woolridge

**ADJOURN TO EXECUTIVE SESSION**

**For the purpose of discussion of the public body to receive legal advice from the Town Attorney on pending and threatened claim received from Curis Resources (Arizona) Inc. in accordance with A.R.S. §38-431.03 (A)(4).**

On motion of Councilmember Walter, seconded Vice-Mayor Smith, and carried to adjourn to Executive Session.

**ADJOURN FROM EXECUTIVE SESSION**

On motion of Councilmember Montaña, seconded by Councilmember Hawkins, and carried to adjourn from Executive Session.

**INVOCATION PERFORMED BY REVEREND DONALD WOOLRIDGE, UNION BAPTIST CHURCH.**

Reverend Donald Woolridge, Union Baptist Church, performed the invocation.

**PLEDGE OF ALLEGIANCE**

Councilmember Woolridge led the Pledge of Allegiance.

**CALL TO THE PUBLIC**

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

Ms. Elizabeth Kizer, 3634 N. Balboa Drive, Florence Arizona, provided an update on the food environment assessment that she has conducted in the Town. She said throughout January and the first week in February, she facilitated three community

meetings and attended the Library's Coffee Club meeting. Ms. Kizer said 31 people attended the four meetings and 26 individuals have opted to stay connected to the Food Environment Coalition. She said discussion points at the meetings included:

- Why did you attend the meeting?
  - o Attended out of curiosity
  - o Wanted to support the project
  - o Believe healthy eating is important
  
- What is the number one change that you would like to see in the Florence food environment?
  - o Existing healthy choices are too expensive
  - o Increased access to fresh produce and whole grains at a reasonable cost
  - o Local restaurants to support healthy choices
  - o More local production of produce
  
- What does healthy food mean to you?
  - o Staying away from fast food
  - o Preparing meals at home
  - o Quality of products/low sodium/whole grain/total carbs
  - o No chemicals/preservative free
  - o Gluten free
  - o Fresh, raw, unprocessed food
  - o Organic or as close to nature as possible
  - o Medicinal purposes
  
- How far do you have to drive to get healthy food?
  - o Few did their shopping and eating in the Town of Florence
    - Were primarily seniors who had limited transportation
  - o Travel to other communities in Pinal and Maricopa County to purchase their food at least once per week
  - o Travel between 12-50 miles one way to purchase healthy food
  - o Would prefer to keep their dollars in Town but there are no cost effective options for them

Ms. Kizer said the next step in the assessment is to make a community survey available to anyone who lives or works in Florence to gauge the community's interest in the various options. The survey will be available electronically, and printable versions will be available at the Senior Center and Library. She requested to add the link to the Town's website. She said you can also email her for the link.

Ms. Karen Wall, 3727 N. Monument Drive, Florence, Arizona, said the Council is meeting in Executive Session to discuss the \$140 million claim against the Town by Curis Resources. She represents 250 grassroots community members and they are all in support and appreciate all the Council has done to defend the General Plan and prevent the Florence Copper Project from destroying it. She said they encourage the

Council to stay strong and maintain their positions. She thanked the Council for all they do for the community.

## **PUBLIC HEARINGS AND PRESENTATIONS**

**Public Hearing and Discussion/Approval/Disapproval of forwarding a recommendation to the Arizona Department of Liquor Licenses and Control on Rodney Herbert's (Reay's Ranch Investors L.L.C) application for a New Series 10 Liquor License located at the future Super Stop location of 649 N. Pinal Parkway, Florence Arizona.**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that the Clerk's Office received an application for the site located between McDonald's and Sonic. The site was posted and remained posted for twenty days. The Clerk's Office did not receive any comments. She said a copy of the application was sent to the Police Department to see if there were any concerns on their behalf. The Police Department, along with the Clerk's Office is forwarding a favorable recommendation to the Council.

Mayor Rankin opened the Public Hearing.

Mayor Rankin would like to receive comments from GEO, as their property borders Rodney Herbert's property.

Mayor Rankin closed the Public Hearing.

On motion of Councilmember Hawkins, seconded by Councilmember Celaya, and carried to forward a recommendation to the Arizona Department of Liquor Licenses and Control on Rodney Herbert's (Reay's Ranch Investors L.L.C) application for a New Series 10 Liquor License located at the future Super Stop location of 649 N. Pinal Parkway, Florence Arizona.

**Presentation of a Service Award to Laura Carter (Feliz) for 15 years of dedicated service to the Town of Florence.**

Mayor Rankin recognized Laura Carter for her dedication and service to the community and to the Senior Center. He said the Senior Center is successful because of her efforts.

Mr. Ray Hartzel, Parks and Recreation Director, said Ms. Carter is extremely dedicated to the Town and committed to the Senior Center. He commended her for all that she does for the Senior Center.

**CONSENT: All items indicated by an (\*) will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.**

**\*Approval of accepting the register of demands ending January 31, 2013, in the amount of \$1,688,424.95.**

**\*Approval of entering into an extended Ground Lease Agreement with Pulte Home Corporation, Inc., for continued use as the Town of Florence Fire Station Number 2.**

**\*Adoption of Resolution No. 1381-13: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING MAYOR TOM RANKIN, TOWN MANAGER CHARLES A. MONTOYA, AND FINANCE DIRECTOR BECKI GUILIN, TO ACT AS SIGNATORIES FOR THE TRANSACTION OF BUSINESS ON THE POLICE DEPARTMENT EVIDENCE TRUST FUND AT NATIONAL BANK OF ARIZONA, AND DECLARING AN EMERGENCY.**

**\*Adoption of Resolution No. 1382-13: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING MAYOR TOM RANKIN, TOWN MANAGER CHARLES A. MONTOYA, AND FINANCE DIRECTOR BECKI GUILIN, TO ACT AS SIGNATORIES FOR THE TRANSACTION OF BUSINESS ON ALL TOWN OF FLORENCE BANK ACCOUNTS, AND DECLARING AN EMERGENCY.**

**\*Authorization to forward a favorable recommendation to the Arizona Department of Liquor Licenses and Control regarding the Anthem at Merrill Ranch Community Council's application for a Special Event Liquor License on March 16, 2013, for an event known as Paladian Sports Outreach.**

**\*Approve the appointment of Damon Anderson to the Florence Industrial Development Authority Board, with a term to expire December 31, 2013.**

On motion of Vice-Mayor Smith, seconded by Councilmember Montaño, and carried to approve the Consent Agenda as written.

## **DEPARTMENT REPORTS**

### **Manager's Report**

- Department Reports**
- Community Development**
- Courts**
- Finance**
- Fire**
- Library**
- Parks and Recreation**
- Police**
- Public Works**

Mr. Charles Montoya, Town Manager, asked Mr. Wayne Costa, Public Works Director to provide an update on ADOT and the road closures in Florence.

Mr. Wayne Costa, Public Works Director, explained that ADOT was instructed by the Attorney General to provide immediate action on SH79 to northbound 79. The closure is similar to what ADOT conducted in March 2012.

Mr. Costa said ADOT did a hard closure starting on February 15, 2013. They anticipate funding in 2016 to provide permanent improvements in the form of a "T" intersection or roundabout. The alternate route is similar to what they did before. The alternate route will go north on Main Street and turn east on Butte Avenue and onto SH287. It will go through three school crossings and two streetlights. He said an advance warning was placed at Cactus Forest Road as another alternate route to Coolidge.

Mr. Costa said there is no change in the left turn lane on Florence Heights Road. The left turn lane was added during the temporary closure and will remain in place. The Town is concerned because it is only a storage lane with no taper that leads into the left turn lane. The Town is also concerned about right angle collisions on SH79 with traffic exiting from Florence Heights Road westbound onto SH79 northbound on the east end of Florence Heights Road, as it creates a safety issue. He said there is a lot of undulation or rutting of Butte Road taking place in the passing lane, both eastbound and westbound. ADOT's history, in accordance with maintenance on that segment of road, including the intersection of Main and Butte, has not been done very well in the past. There are also concerns about the cross over traffic on the west side of Florence Heights to get onto SH287.

Mr. Costa said Fire Chief Duran and Police Chief Hughes also expressed concerns about response times with regards to emergency services.

Mr. Costa said that the Public Works Department has done or will be doing the following:

- Has done structural repairs to the road
- Shouldering to assist with Florence Heights Road remediation
- Improving the school crossings by adding additional signage
- Adding a ladder type school crossing at the two locations on Florence Heights Road
- Installing caution signs on both the east and west side of Florence Heights Road to address the crossover transitional traffic onto SH287
- Evaluating the type of surface that will provide a scrub seal or a better wearing course on Florence Heights Road for this temporary detour that will occur
- Will stripe Florence Heights Road

Mr. Costa said the detour will cause the Town to review the design of Florence Heights Road with the intersection of 79 on the east side because they are not taking out the left turn lane. It is problematic for the Town because it doesn't align with the realignment of Florence Heights Road to provide a proper tangent or a 90 degree turn on to SH79.

Mayor Rankin asked that the Council be provided a copy of the survey that ADOT did.

Mr. Costa said that it is his understanding that ADOT will present the survey to Council at the March 4, 2013, Town Council meeting.

Mr. Montoya said that Council passed a resolution regarding the Sun Corridor MPO, allowing staff to work with Casa Grande, Eloy, Pinal County, and Coolidge, as long as the San Tan Valley and the Superstition Vistas project were incorporated within the MPO. Over the past several weeks, there have been some significant facts that have come out, which includes, that as of the 2010 Census, the State along with the Federal Government have agreed that the San Tan Valley is part of MAG, and is not sitting there alone and can be incorporated into the Sun Corridor MPO.

Mr. Montoya said for San Tan Valley to get out of MAG, 75% of the organizations within MAG would have to vote for them to get out and then they would have to apply to get into the Sun Corridor MPO. Staff needs to come back before Council for additional direction that would be to: continue and move forward to be part of the Sun Corridor MPO, to consider going into MAG, to do nothing, or to stay with CAG. He is requesting a special meeting on Monday, February 25, 2013.

Councilmember Montaña said on Attaway Road, approximately ¼ mile south of Hunt Highway, Public Works has barricades next to a drop off that is very close to the edge of the road. He inquired if staff is looking at fixing that area or developing it.

Mr. Costa stated the barricades are for a guard rail that hasn't been completed. Clear distances need to be evaluated before the design is finalized. He said it is to protect from drop off into the ditch in that area.

Councilmember Montaña inquired if there is a time frame when this will occur.

Mr. Costa stated that he will get back to the design because it requires a tapered section at the south end and a curved section on the north end.

The Department Reports were received and filed.

## **CALL TO THE PUBLIC**

There were no public comments.

## **CALL TO THE COUNCIL**

Councilmember Walter congratulated Laura Carter for 15 years with the Town. She said that she was very proud of the Police Department when she read the report stating that Florence has achieved the ranking of 17<sup>th</sup> safest city in America. She said on February 24, 2013, Pauline Weaver and the Mountain Men of the West will be at the Pinal County Historical Museum.



Councilmember Woolridge stated that Florence lost a long time community member, Valree Neal. Ms. Neal's services will be Saturday, February 23, 2013, at 11:00 am, at the Presbyterian Church. She offered her condolences to the family.

Councilmember Celaya thanked the volunteers that assisted with the Home Tour.

Councilmember Montaña said the Florence High School Basketball Team went to the State Play-offs. They lost in the first round by two points, but they gave a good fight. He is proud of our high school teams.

Vice-Mayor Smith thanked all of the volunteers and staff who assisted with the Home Tour. He said the Tom Mix car brought a lot of people to our community.

Mayor Rankin also offered his condolences to the Neal family. He said Ms. Neal was very active at the Senior Center. Caliente is having their Spring Fling event this weekend. Little League sign-up has started and they are looking for volunteers.

## **ADJOURNMENT**

On motion of Vice-Mayor Smith, seconded Councilmember Walter, and carried to adjourn the meeting at 6:52 p.m.

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Tom J. Rankin, Mayor

## **ATTEST:**

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Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on February 19, 2013, and that the meeting was duly called to order and that a quorum was present.

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Lisa Garcia, Town Clerk

**TOWN OF FLORENCE  
PLANNING AND ZONING COMMISSION  
SPECIAL MEETING AGENDA**

**SPECIAL MEETING MINUTES OF THE TOWN OF FLORENCE PLANNING AND ZONING COMMISSION HELD THURSDAY, SEPTEMBER 6, 2012 AT 5:30 PM AT TOWN HALL COUNCIL CHAMBERS LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Chairman Wooley called the meeting to order at 5:30 pm.

**ROLL CALL:**

Present: Wooley, Petty, Anderson, Reed and Putrick.

**PLEDGE OF ALLEGIANCE**

Chairman Wooley led the pledge of allegiance.

**NEW BUSINESS**

**CASE PZC-27-12-PP  
(ANTHEM AT MERRILL RANCH UNIT 9)**

**PRESENTATION/APPROVAL/DISAPPROVAL** of a Preliminary Plat submitted by Pulte Home Corporation for the Anthem at Merrill Ranch Unit 9. The subject site is approximately 44.04 acres in size and is located south of Merrill Ranch Parkway and west of Felix Road, Florence, Arizona 85132.

Mark Eckhoff, Community Development Director, stated as the housing market continues to show signs of recovery, the Anthem at Merrill Ranch Community continues to grow. As a result, Pulte Home Corporation presents the Town of Florence the Preliminary Plat application for Unit 9 of Anthem at Merrill Ranch (AMR).

Anthem at Merrill Ranch Unit 9 represents one of many plats by Pulte Homes Corporation for the Parkside community. It is located south of Merrill Ranch

Parkway and west of Felix Road. Currently, Unit 9 is vacant land and being prepared for grading.

The Preliminary Plat for Unit 9 includes one hundred and sixty-two (162) single-family residential lots. The zoning for this Preliminary Plat is PUD R-1, Planned Unit Development Single-Family Residential.

The minimum lot size for this subdivision is approximately 5,700 square feet; however, many of the lots are larger than the minimum thus making the largest lot size within this subdivision over 9,000 square feet. The proposed density of this plat is 3.67 dwelling units per acre.

According to the Anthem at Merrill Ranch PUD, 12.83 acres of land within this subdivision are dedicated to open space to be used for walking trails and community green belts within the Anthem at Merrill Ranch development.

Staff recommended that the Planning and Zoning Commission approve this Preliminary Plat Unit 9 for Pulte Home Corporation subject to the noted conditions of approval.

1. Development of subdivision shall comply with all applicable Town codes, including all applicable planning, building, fire and engineering requirements.
2. The applicant shall address any final comments on the Preliminary Plat by the Town Engineer prior to the final plat going to Town Council.
3. Developer/Property owner responsible for all applicable street dedications and improvements at the time the subdivision is developed, except as otherwise approved by the Town of Florence.
4. Final plans for right-of-way and easement dedications and/or abandonments, that may be provided for via the Final Plat or other means, are subject to the review and approval of the Town Engineer.

No questions from Commission.

On motion of Chairman Wooley, seconded by Vice Chair Putrick and carried to approve an application for a Preliminary Plat (Unit 9) for Pulte Homes/Anthem at Merrill Ranch.

## **NEW BUSINESS**

### **OPEN HOUSE/WORK SESSION (START TIME 6 PM)**

#### **TOWN TO HOLD AN OPEN HOUSE/WORK SESSION ON MAJOR AMENDMENTS TO THE TOWN OF FLORENCE 2020 GENERAL PLAN**

**PZC-21-12-MGPA(MASTER PLANNED COMMUNITY)** - land use designation and applying the MPC land use designation to the site known as the North End Framework Vision Plan study area, which is now also known as the Territory Square project area.

Mark Eckhoff, Community Development Director, stated that the Town Council unanimously endorsed the North End Framework Vision Plan (NEFVP), a multi-faceted project that sought to develop a variety of planning, engineering and economic development enhancement strategies for an area along the Gila River in the core area of Florence, on June 20, 2011 per Resolution No. 1295-11.

The NEFVP identifies a series of ongoing tasks moving forward that would help to set the stage for future development. One specific recommendation was for the creation of a new, innovative hybrid zoning district unique to the NEFVP area, or Territory Square (TS) as we know the project today. The new zoning district, being proposed via a separate application, would serve as a critical implementation tool for this project. A matching tool for the zoning strategy is the Master Planned Community (MPC) land use designation defined in the Town's General Plan, however, that land use description required updating to fully work with the TS Zoning District and long term development plans.

This Major General Plan Amendment (MGPA) application proposes to amend the Master Planned Community (MPC) land use designation and apply the MPC land use designation to the TS site. The revised MPC land use designation shall be defined as follows (underline signifies new text and strikethroughs indicate deleted text):

#### **Master Planned Community (MPC)**

A Master Planned Community (MPC) category is provided on the General Plan Future Land Use Map. Various types of residential, commercial and office land uses may occur within the MPC, but all uses must be considered generally compatible with each other, as well as adjacent properties. Public/governmental, open space and parks/recreation uses may also occur within the MPC. Employment uses may occur within the MPC, but extra caution will be taken to ensure compatibility of employment land uses with adjacent and nearby residential areas.

The minimum size of the MPC shall be 640 ~~600~~ acres. Except as noted herein, all properties within the MPC shall be under the control of one master developer, have a Planned Unit Development (PUD) zoning classification and be subjected to a Development Agreement between the Town and master developer. It is noted that there may be scenarios due to economic circumstances, ownership changes and other factors where a MPC has more than one master developer. However, zoning, development agreements and other governing documents shall be utilized to ensure the intended cohesiveness of the MPC. The Territory Square project, as initially defined by the North End Framework Vision Plan, shall also be classified as a MPC; however, the uniqueness of the project may call for more than one master developer; there may be more than one Development Agreement governing the project area, the MPC could be applied prior to the adoption of a Development Agreement and a special hybrid Zoning District shall be implemented for Territory Square in place of a traditional PUD. Factors such as locations, uses, areas, intensities and densities within the MPC shall be flexible, providing land use decisions regarding said factors are guided by good planning principles, a PUD development guide or special hybrid Zoning District and the governing development agreement(s).

The MPC shall be represented on the Future Land Use Map by the designation of the MPC category and representative color. Designation of the MPC category shall occur through a Minor General Plan Amendment process, except where the MPC is proposed adjacent to the HI, MR or P land use category.

~~Currently, six MPC areas are shown on the General Plan Land Use Map: Anthem at Merrill Ranch, Dobson Farms, Merrill Ranch, Paloroso and Skyview Farms. It is understood that the General Plan cannot override entitlements that may have been previously granted to existing projects with PUD zoning and/or development agreements. For more detail on projects with the MPC land use designation, refer to the final approved documents for these projects.~~

**PZC-20-12-MGPA(AGGREGATE RESOURCES)** - requests to update the 2020 General Plan in order to be in compliance with Senate Bill 1598.

Mark Eckhoff, Community Development Director, spoke about revisions to State Statutes in 2011, specifically those enacted per SB 1598, required General Plans to identify current sources of aggregate materials. The intent of the statutory revisions is to provide opportunities for communities and current/future aggregate producers to avoid unnecessary land use conflicts, ensure long-term availability of construction materials and to achieve the highest and best land uses for these sites once aggregate mining ceases.

The Town of Florence has identified the locations of current aggregate operations within our Planning Area based on information collected from various

State sources, including a database maintained by the Arizona State Mine inspector. Town staff also used our Town Geographic Information Systems(GIS) system to help identify aggregate mining areas using aerial maps.

The Town of Florence 2020 General Plan includes a Land Use Overlay Areas section within the Land Use Element. It is within this area that the Town is proposing to add a new Aggregate Resources (AR) Overlay. Staff is proposing that the new AR Overlay be applied to sites within our Town's Planning Area where aggregate resources have been identified. All of the sites identified have been used for aggregate mining activities, though some sites have been idle during the recession.

The AR Overlay areas are shown on the Future Land Use Map (FLUM) and text within the Land Use Element supplements the FLUM in order to develop policies to preserve currently identified aggregate resource areas to support future development as well as to avoid incompatible land uses. The AR Overlay does not in itself grant approval of any existing aggregate resource operations, but merely identifies current aggregate resource operations. This use remains subject to all applicable Town regulations, including but not limited to those pertaining to the Community Development Department. It shall take a Major Amendment to add any additional Aggregate Resource areas to the FLUM. He also stated that this meeting was part of the Town's public participation process and staff is conducting this meeting as an open house. No action will be taken tonight and if any of the audience members had any questions, staff would try to answer them.

Commissioner Reed asked for clarification on this case and how it impacted the previous case site.

Mark Eckhoff responded that the State only required that we identify any currently active aggregate resources areas. Though one of these areas is close to Territory Square, there are no AR areas within the Territory Square MPC.

Commissioner Reed stated that SB 1598 is sponsored by the mining association. Are we not inviting a mine out to the Town of Florence?

Mark Eckhoff commented that staff is doing what the law requires to comply with the law. Staff had to identify the sites that are currently in our Planning Area, but we do not have to identify potential sites of future mining. Staff has to comply with the law at a minimum to notify the public that these uses are here. Staff is not changing the zoning on any of the properties. The only thing that was required of the Town was to identify current Aggregate Resources on the Town Land Use Map. Staff is still recognizing the potential of the underlining land use that still could occur sometime in the future.

Commissioner Reed asked if this new law will cost the Town large amounts of money to implement.

Mark Eckhoff replied that no it will not.

Commissioner Anderson asked if there is anything in the Bill or in our General Plan for recovery after the process is completed with these quarries? Will they move out of here or will they leave a big hole in the ground?

Mark Eckhoff replied that each site is required to file a reclamation plan with the State.

Chairman Wooley stated that the fact that those properties are mostly being leased by somebody else requires the land owner to ensure that the person who is leasing follows the original agreement of what are you doing with this property. He added most of these properties within are leased and not owned.

Mark Eckhoff commented that most of these sites are not in the corporate limits. He also asked if the audience had any questions since this was an open house.

Patricia Gibson, nearby property owner, who owns over 117 acres of land that is being mined for aggregate resources explained to the Commission the state of her property and where other nearby property owners stand today. She added that she supported both amendments.

Responding to statements made, Mark Eckhoff explained the intent of open house and the intent of Senate Bill 1598. He also explained what Territory Square Project and how it relates to aggregate resources in the Town of Florence.

Commissioner Reed asked if the cities had any input on SB1598.

Mark Eckhoff answered no.

#### **CALL TO THE PUBLIC/ COMMISSION RESPONSE:**

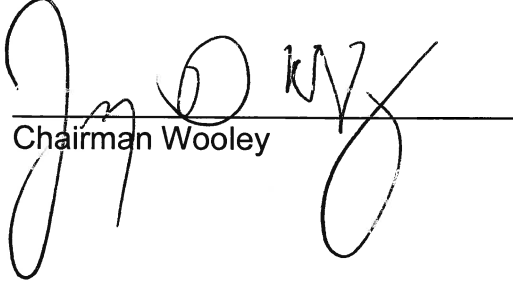
Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda.

**No public comment.**

**CALL TO THE COMMISSION**

**ADJOURNMENT**

**Chairman Wooley adjourned the meeting at 6:32 pm.**

  
Chairman Wooley



**TOWN OF FLORENCE  
PLANNING AND ZONING COMMISSION  
SPECIAL MEETING MINUTES**

**SPECIAL MEETING MINUTES OF THE TOWN OF FLORENCE PLANNING AND ZONING COMMISSION HELD THURSDAY, OCTOBER 4, 2012 AT 5:30 PM AT THE TOWN HALL COUNCIL CHAMBERS LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Vice-Chair Putrick called the meeting to order at 5:30 pm.

**ROLL CALL:**

Present: Putrick, Petty, Anderson and Reed.  
Absent: Wooley

**PLEDGE OF ALLEGIANCE**

Gilbert Olgin, Town Planner, led the Pledge of Allegiance.

**PUBLIC HEARINGS**

**CASE PZC-20-12-MGPA  
(AGGREGATE RESOURCES)**

**PRESENTATION/DISCUSSION/RECOMMENDATION** on an application by the Town of Florence for a Major General Plan Amendment (MGPA) that proposes an update to the 2020 General Plan in order to be in compliance with Senate Bill 1598 and to have the Town's General Plan include map and text updates that reflect sources of currently identified aggregate resources. This request also intends to modify the language for the Land Use Overlay Areas section of the Land Use Element within the 2020 General Plan by creating and defining a new Aggregate Resources (AR) Overlay and including language that it will require a Major General Plan Amendment to apply the Overlay to the Future Land Use Map.

Mark Eckhoff, Community Development Director, spoke about revisions to State Statutes in 2011, specifically those enacted per SB 1598 that required General Plans to identify current sources of aggregate materials. The intent of the statutory revisions is to provide opportunities for communities and current/future

aggregate producers to avoid unnecessary land use conflicts, ensure long-term availability of construction materials and to achieve the highest and best land uses for these sites once aggregate mining ceases.

The Town of Florence has identified the locations of current aggregate operations within our Planning Area based on information collected from various State sources, including a database maintained by the Arizona State Mine inspector. Town staff also used Geographic Information Systems(GIS) system to help identify aggregate mining areas using aerial maps.

The Town of Florence 2020 General Plan includes a Land Use Overlay Areas section within the Land Use Element. It is within this area that the Town is proposing to add a new Aggregate Resources (AR) Overlay. Staff is proposing that the new AR Overlay be applied to sites within our Town's Planning Area where aggregate resources have been identified. All of the sites identified have been used for aggregate mining activities, though some sites have been idle during the recession.

The AR Overlay areas are shown on the Future Land Use Map (FLUM) and text within the Land Use Element supplements the FLUM in order to develop policies to preserve currently identified aggregate resource areas to support future development as well as to avoid incompatible land uses. The AR Overlay does not in itself grant approval of any existing aggregate resource operations, but merely identifies current aggregate resource operations. This use remains subject to all applicable Town regulations, including but not limited to those pertaining to the Community Development Department. It shall take a Major Amendment to add any additional Aggregate Resource areas to the FLUM. He also stated that this meeting was part of the Town's public participation process and this was a Public Hearing. He added action will be taken tonight on these MGPA cases.

Vice-Chair Putrick opened and closed the public hearing with no public comment.

Commissioner Reed commented that he would vote on this case because it is the law. He also mentioned there is a vision for Territory Square and he is in favor of the plan. However, with the north side of Florence having the potential mining of aggregate resources, then there is a potential copper mine on the west side of Town and then there are private prisons across the street. He questioned what developer would want to build residential here.

Mark Eckhoff, Community Development Director, commented that the Aggregate Resources provision of 1598 is a bit unusual but they create the laws and staff responds to them. As far as additional aggregate resources being developed, the applicants would have to do a new General Plan Amendment and obtain

appropriate zoning approval. This Amendment merely identifies what exists today.

On motion of Commissioner Petty, seconded by Commissioner Anderson and carried to forward a favorable recommendation on an application by the Town of Florence for a Major General Plan Amendment PZC-20-12-MGPA (Aggregate Resources).

**CASE PZC-21-12-MGPA  
(MASTER PLANNED COMMUNITY)**

**PRESENTATION/DISCUSSION/RECOMMENDATION** on an application by the Town of Florence for a Major General Plan Amendment (MGPA) that proposes to amend the Master Planned Community (MPC) land use designation and apply the MPC land use designation to the site known as the North End Framework Vision Plan study area, which is now also known as the Territory Square (TS) project area. Specific modifications are being proposed to the MPC text to allow for further flexibility in regards to its use and implementation, such as allowing for more than one master developer in a MPC and allowing a MPC to be matched with an alternative, hybrid zoning designation, such as that being proposed by the new Territory Square Zoning District. Also, this Major General Plan amendment proposes to eliminate text under Table 14.2 regarding the TS project area since it is no longer applicable.

Mark Eckhoff, Community Development Director, stated that the Town Council unanimously endorsed the North End Framework Vision Plan (NEFVP), a multi-faceted project that sought to develop a variety of planning, engineering and economic development enhancement strategies for an area along the Gila River in the core area of Florence, on June 20, 2011 per Resolution No. 1295-11.

The NEFVP identifies a series of ongoing tasks moving forward that would help to set the stage for future development. One specific recommendation was for the creation of a new, innovative hybrid zoning district unique to the NEFVP area, or Territory Square (TS) as we know the project today. The new zoning district, being proposed via a separate application, would serve as a critical implementation tool for this project. A matching tool for the zoning strategy is the Master Planned Community (MPC) land use designation defined in the Town's General Plan, however, that land use description required updating to fully work with the TS Zoning District and long term development plans.

This Major General Plan Amendment (MGPA) application proposes to amend the Master Planned Community (MPC) land use designation and apply the MPC land use designation to the TS site. The revised MPC land use

designation shall be defined as follows (underline signifies new text and ~~strikethroughs~~ indicate deleted text):

### **Master Planned Community (MPC)**

A Master Planned Community (MPC) category is provided on the General Plan Future Land Use Map. Various types of residential, commercial and office land uses may occur within the MPC, but all uses must be considered generally compatible with each other, as well as adjacent properties. Public/governmental, open space and parks/recreation uses may also occur within the MPC. Employment uses may occur within the MPC, but extra caution will be taken to ensure compatibility of employment land uses with adjacent and nearby residential areas.

The minimum size of the MPC shall be ~~640~~ 600 acres. Except as noted herein, all properties within the MPC shall be under the control of one master developer, have a Planned Unit Development (PUD) zoning classification and be subjected to a Development Agreement between the Town and master developer. It is noted that there may be scenarios due to economic circumstances, ownership changes and other factors where a MPC has more than one master developer. However, zoning, development agreements and other governing documents shall be utilized to ensure the intended cohesiveness of the MPC. The Territory Square project, as initially defined by the North End Framework Vision Plan, shall also be classified as a MPC; however, the uniqueness of the project may call for more than one master developer; there may be more than one Development Agreement governing the project area, the MPC could be applied prior to the adoption of a Development Agreement and a special hybrid Zoning District shall be implemented for Territory Square in place of a traditional PUD. Factors such as locations, uses, areas, intensities and densities within the MPC shall be flexible, providing land use decisions regarding said factors are guided by good planning principles, a PUD development guide or special hybrid Zoning District and the governing development agreement(s).

The MPC shall be represented on the Future Land Use Map by the designation of the MPC category and representative color. Designation of the MPC category shall occur through a Minor General Plan Amendment process, except where the MPC is proposed adjacent to the HI, MR or P land use category.

~~Currently, six MPC areas are shown on the General Plan Land Use Map: Anthem at Merrill Ranch, Dobson Farms, Merrill Ranch, Paloroso and Skyview Farms. It is understood that the General Plan cannot override entitlements that may have been previously granted to existing projects with PUD zoning and/or development agreements. For more detail on projects with the MPC land use designation, refer to the final approved documents for these projects.~~

Vice-Chair Putrick opened and closed the public hearing with no public comment.

Commission members had no comments.

On motion of Commissioner Petty, seconded by Commissioner Reed and carried to forward a favorable recommendation on an application by the Town of Florence for a Major General Plan Amendment PZC-21-12-MGPA (Master Planned Community).

**CALL TO THE PUBLIC/ COMMISSION RESPONSE:**

Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda.

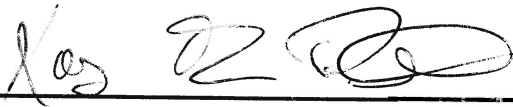
Vice-Chair Putrick opened and closed the call to the public/commission response with no public comment.

**CALL TO THE COMMISSION**

Commission members had no comments.

**ADJOURNMENT**

Vice-Chair Putrick adjourned the meeting at 5:42 pm.



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**Vice-Chair Putrick**

**TOWN OF FLORENCE  
PLANNING AND ZONING COMMISSION  
MEETING MINUTES**

**REGULAR MEETING OF THE TOWN OF FLORENCE PLANNING AND ZONING COMMISSION HELD THURSDAY, NOVEMBER 15, 2012 AT 6:00 PM AT TOWN HALL COUNCIL CHAMBERS LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER:**

Chairman Wooley called the meeting to order at 6:00 pm.

**ROLL CALL:**

Present: Wooley, Petty, Anderson and Reed.  
Absent: Putrick

**PLEDGE OF ALLEGIANCE**

Chairman Wooley led the Pledge of Allegiance

**NEW BUSINESS**

**CASE PZC-33-12-DR (HAPPY ADOBE LLC)**

**PRESENTATION/APPROVAL/DISAPPROVAL** of a Design Review for proposed signage for the Happy Adobe LLC located at 554 North Pinal Parkway, Florence, Arizona 85132.

Gilbert Olgin, Town Planner, stated the Happy Adobe LLC is a new business in the Town of Florence and is located on the northwest corner of Pinal Parkway and 3<sup>rd</sup> Street. The applicants have run similar successful businesses in South Dakota and have recently decided to plant their business flag in Florence, Arizona.

This new business venture is a small retail shop that will sell artistic patio furniture, interior décor and southwestern pottery. In an interest to improve the site, the business owners have taken the liberty to add site improvements that include painting the exterior of building and complying with Town code.

The owners of the Happy Adobe LLC have met with staff and submitted an application for Design Review for wall signage and monument signage.

The monument sign will be located to the front side of the subject property facing Pinal Parkway and will be set back at least five feet from the property line. The monument sign is going to be placed well outside of the visibility triangle and therefore should not cause any traffic visibility issues on Pinal Parkway and 3<sup>rd</sup> Street.

The wall sign will be located on the front of the building facing Pinal Parkway and will be centered on the top of the building.

Staff contends that both signs will blend well into the surrounding neighborhood and due to the fact that no sign lighting will accompany the signs, distractions should be minimal for oncoming traffic near the new business.

Staff recommended approval **PZC-33-12-DR**, subject to the following conditions:

1. Construction of signage shall conform to the exhibits presented on November 15, 2012 and as may be amended by the conditions of approval.
2. Design Review approval shall expire in one (1) year from this approval (November 15, 2012) if a building permit is not issued for the subject site/project within said period.
3. Signage shall comply with all applicable Town Codes, including all applicable building, fire and engineering codes.

On motion of Commissioner Anderson, seconded by Commissioner Reed and carried to approve a Design Review application for proposed signage for Happy Adobe LLC located at 554 North Pinal Parkway, Florence, Arizona 85132.

#### **CASE PZC-34-12-DR (AMERICAN LEADERSHIP ACADEMY)**

**PRESENTATION/APPROVAL/DISAPPROVAL** of a Design Review for the proposed Anthem American Leadership Academy located at 4380 North Hunt Highway, Florence, Arizona 85132.

Gilbert Olgin, Town Planner, stated that the proposed Anthem American Leadership Academy is a charter school that will be supported with State and public education funds, but organized and operated privately. Charter schools are established by groups of teachers, parents, or others who wish to create public educational alternatives to existing public school systems.

The site in Florence is a high-growth, residential area that is currently without alternative choices in education.

Building a new school in Florence will allow American Leadership Academy (ALA) to access into its waiting list in the San Tan area, as well as provide a closer option to their student base in Florence. Due to the growth and nearby projects by Pulte Homes and other developments, ALA Anthem will have a positive fiscal effect for those parents who currently transport their children to school elsewhere. The new campus will provide parents with an option that allows their children to attend school closer to home. In addition, the new campus will facilitate parental choice in education for those interested in the leadership focus of ALA.

The new ALA Anthem campus will have 20 classrooms with an average teacher-student ratio of 1/22. Overall, the estimated job count, direct and indirect, is between 70 and 100 new net jobs. ALA Anthem will primarily serve the Florence area, however, they are willing to accept and serve students from surrounding areas. The new ALA Anthem campus is a Covey Lighthouse school, which has a focus on leadership and the seven habits of highly effective people, taught in Stephen R. Covey's book. This curriculum has proven itself to be very successful in other ALA campuses, and with over 200 students already being transported from the Town of Florence to the ALA campus in San Tan, a campus serving the Florence area should be successful as well.

The Florence site is located adjacent to a proposed LDS Church in a predominately residential area. For a charter school, statistics show that the site is best situated in a residential area that can be easily accessed by a network of major roadways, facilitating enrollment efficiency. This is the case for the proposed Florence site. The site shares similar characteristics with another ALA school in Gilbert, Arizona. That school implements a 10-mile radius of target students, from which it currently enrolls 1,100 students. ALA will implement the same strategy in Florence as the school in Gilbert, and although the site in Florence is not pursuing as large a demographic as Gilbert (1,100 students), ALA is confident that achieving 100 percent enrollment (450 students) will not be an issue.

The 31,356 square foot building will have the main entry facing the parking lot and Hunt Highway for convenience and all elevations have been developed to provide good street presence using materials and colors commonly used in the Anthem at Merrill Ranch Community.

The site layout is typical of most modern elementary school and ALA has considered site drainage by providing ample room to east of the site.



Vehicular access to the school can be gained from Hunt Highway with two major access points to the site. Staff notes that a vehicle cross access agreement is being developed with the adjacent property owner in order to locate the main access point at a signalized intersection across from the Florence Hospital at Anthem entrance.

A new parking lot is proposed on the east and south sides of the school. The parking lots will be paved and striped to accommodate up to 125 vehicles with 5 spaces designed per Americans with Disabilities Act (ADA) specifications.

Pedestrian access can be obtained by sidewalks that are located around the entire campus and connectively to the public walking along Hunt Highway. Public entry to the main building will be located on the eastern side of the building with standard crosswalks located near the ADA parking and the northern most vehicle entry point.

The conceptual landscape plan features a relatively arid desert palette coordinated for compatibility with the approved plant palette for conformance with the Town code.

The developer has incorporated trees and plants that will integrate various colors that will complement the existing buildings in the area. Major landscape buffers will be located along all street frontages. Materials, design and colors of all walls have been designed for compatibility with the architectural theme established for the American Leadership Academy.

The irrigation system for the site will consist of drip emitters and pressure regulators connected to automatic valves and will be tied into automatic controllers as required per Town code. The irrigation system shall provide 100% coverage.

The applicant has submitted an image of the monument sign that will be erected on sight. The sign dimensions are 12' x 6' and materials and colors will match the ALA building stucco. There will be no other signage on the building, except what is required by code. The proposed sign meets all applicable codes. Pulte Homes, who already approved the building Design Review, also has review authority on this monument sign.

Staff recommended approval of the Design Review for **PZC-34-12-DR**, subject to the following conditions:

1. Construction of the projects shall conform to the exhibits presented on November 15, 2012, as may be amended by the conditions of approval.

2. Design Review approval shall expire in one (1) year from this approval (November 5, 2012) if a building permit is not issued for the subject site/project within said period.
3. Project to comply with all applicable Town Codes, including all applicable planning, building, fire and engineering requirements.
4. Final monument signage will be subject to Town staff review and approval. All monument signage will be located outside the sight visibility triangle and be located a minimum 5 'away from the property line. Any sign lighting on the property shall be in compliance with applicable light control restrictions.
5. Final grading and drainage plans subject to Town of Florence Engineer review and approval.
6. Compliance with this Design Review approval shall be required prior to issuance of Final Certificate of Occupancy.

Commissioner Reed asked if there is a minimum requirement for a charter school specifically to size and acreage.

Mark Eckhoff, Community Development (CD) Director, answered that charter schools are different from public schools but similar. The charter schools still are required to meet the State of Arizona requirements for an elementary school. This charter follows a Covey Program from the seven elements of success. He also mentioned that main driveway for this school is opposite the hospital and will come out on a signalized intersection.

Commissioner Reed asked if the LDS Church and the charter school share the same access and a stop light.

Mark Eckhoff, CD Director, answered yes. The LDS Church and the Charter School share the same driveway which happens to be opposite the hospital.

Commissioner Anderson asked if the hospital intersection was further down the road.

Chairman Wooley helped the Commissioner better interpret the PowerPoint Map to help him find the driveway in question.

Chairman Wooley asked if the school is located on Anthem Parkway or Hunt Highway.

Mark Eckhoff answered the charter school is located on Hunt Highway.

Chairman Wooley asked why is the Commission reviewing the Design Review application for this Charter school.

Mark Eckhoff replied that yes this application should be reviewed by the Commission. Public schools are not required to submit Design Review applications to the Town, however the Florence Unified School District has always cooperated with Town on Design Reviews and this charter school has chosen to do the same. Plus the applicant was required to have Pulte Homes approve the Design Review plan first.

Commissioner Anderson noticed a discrepancy in the staff report. He also asked if one Hundred and twenty-five spaces would be adequate for the 170 employees who may work at the school.

Mark Eckhoff answered that parking met Code and was typical of other public schools and However, he mentioned that the one hundred twenty-five parking spaces may not be adequate during the two peak times when the school starts and ends and the school would have to address any potential parking issues as needed.

Chairman Wooley asked to clarify condition four on the staff report.

Gilbert Olgin, Town Planner, gave some brief explanation on condition four. He said that the signage that was presented tonight night was the final design for the school and any changes will need to come back to the Commission.

On a motion of Commissioner Reed, seconded by Commissioner Petty and carried to approve a Design Review application for the proposed Anthem American Leadership Academy located at 4380 North Hunt Highway, Florence, Arizona 85132.

## **PUBLIC HEARING**

### **CASE PZC-4-12-ORD (DOWNTOWN COMMERCIAL TEXT AMENDMENT)**

**PRESENTATION/DISCUSSION/RECOMMENDATION** of a text amendment application by the Town of Florence amending the Town of Florence Code of Ordinances. More specifically, an Ordinance of the Town of Florence, Pinal County, Arizona amending Title XV: Land Usage, Chapter 150 Development Code, Sections 150.059 Downtown Commercial (DC) and 150.047 District Use Regulations Tables (B).

Mark Eckhoff, Community Development Director, stated the Downtown Commercial (DC) Zoning District that currently encompasses the land area that is

bordered by Ruggles Street to the north, Butte Avenue to the south, Granite Street to the west, and Bailey Street to the east. The purpose of the DC Zoning District is to provide a legal Zoning category that helps to maintain and enhance the character of the Downtown historic core. The intent of the district is to promote a pedestrian-oriented specialty retail district by encouraging the improvement of the pedestrian environment, delineating the appropriate land uses within the district and ensuring that new buildings are designed to be compatible with the historic fabric of the area and development continues to occur at the appropriate scale.

A range of uses are permitted in the DC Zoning District that are intended to encourage and promote its pedestrian, specialty retail and historic character. Residential uses are encouraged as a mixed use with commercial activities. The range of uses permitted in the DC Zoning District are intended to underscore the uniqueness of the area.

Staff is proposing multiple text changes to the DC Zoning District intended to improve reinvestment opportunities and enhance economic development in the district. These include eliminating the prohibition of a drive through for banks, providing consistency in setback requirements for commercial and residential uses and eliminating most parking requirements in the District.

Currently banks are not allowed to have a drive-through in the DC Zoning District. This effectively eliminates a bank from locating in the Historic District as any bank embarking on a new site wants to have a drive through incorporated into their business model. Moreover, the National Bank of Arizona is planning on constructing a new facility on the corner of Main and Butte and a drive-through is an integral part of their successful business model. Besides addressing this use, this Amendment also suggests that hotels, bed and breakfast, movie theaters and grocery stores become principally permitted uses in the DC Zone.

The setback requirements for commercial and residential uses are not consistent in the DC Zoning District. Since the District is intended to be mixed use—with both residential and commercial uses existing within the same building—it is not necessary to differentiate setbacks between commercial and residential uses. This text amendment proposes the same setbacks for commercial and residential uses in the DC Zoning District.

Properties within the DC Zoning District are built up to or close to the property line which is an integral aspect of their historic character. As a result, properties within the DC Zoning District are generally unable to provide onsite parking. The DC Zoning District currently requires onsite parking which makes it difficult for a new business to locate within the District because they often cannot meet the parking requirement. This text amendment proposes to eliminate the parking requirement, with the exception of ADA requirements and some loading

requirements, within the DC Zoning District. Such can be done since the supply of nearby public parking is adequate within and surrounding the District.

These changes are intended to facilitate business development and economic development in the Town of Florence and have been supported by the Town's Economic Development Coordinator.

Staff recommended that the Planning and Zoning Commission forward to the Town Council a favorable recommendation for a proposed text amendment ordinance (case PZC-4-12-ORD).

Chairman Wooley opened and closed the public hearing with no public comment.

Commissioner Anderson asked if the Town will no longer allow residential uses on Main Street.

Mark Eckhoff, CD Director, stated that the residential uses are allowed in the District but not allowed on the ground floor of any business facing Main Street. The Town wants to encourage businesses to locate on the Main Street ground floor.

On motion of Commissioner Anderson, seconded by Commissioner Petty and carried to forward a favorable recommendation to Town Council on a text amendment application by the Town of Florence amending the Town of Florence Code of Ordinances. More specifically, an Ordinance of the Town of Florence, Pinal County, Arizona amending Title XV: Land Usage, Chapter 150 Development Code, Sections 150.059 Downtown Commercial (DC) and 150.047 District Use Regulations Tables (B).

### **CALL TO THE PUBLIC/ COMMISSION RESPONSE:**

Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda.

Chairman Wooley opened and closed the call to the public/commission response with no public comment.

### **STAFF REPORT**

#### **Boards and Commissions Conference**

Black Canyon Conference Center, Phoenix, AZ 85021  
Friday, December 7, 2012

Mark Eckhoff, CD Director, gave a brief description on the positive reasons for attending the Boards and Commissions Conference in Phoenix.

**National Bank of Arizona**  
Downtown Florence

Mark Eckhoff, CD Director, provided a brief description on the new National Bank of Arizona being built at Main Street and Butte Avenue.

**CALL TO THE COMMISSION**

Commissioner Reed would like staff to present a report to Commission on the status of the Florence Copper Project.

Commissioner Anderson asked who is responsible for enforcing the new sign ordinance that was adopted.

**ADJOURNMENT**

Chairman Wooley adjourned the meeting at 6:47 pm.



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**Chairman Wooley**



## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 10a.

**MEETING DATE:** March 4, 2013

**DEPARTMENT:** Administration

**STAFF PRESENTER:** Charles A. Montoya, Town Manager  
Jess Knudson, Deputy Town Manager

**SUBJECT:** Solid Waste and Recycling Services Agreement  
with Right Away Disposal

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

### RECOMMENDED MOTION/ACTION:

Solid Waste and Recycling Services Agreement with Right Away Disposal

### BACKGROUND/DISCUSSION:

At the February 12, 2013 work session, Town Council directed staff to bring a negotiated contract for council's consideration to the March 4 Town Council meeting. As directed by council, the agreement between the Town of Florence and Right Away Disposal for solid waste and recycling services reflects Option 5, as presented at the February 12, 2013 work session.

Staff negotiated an agreement with RAD that includes:

- Sanitation Services Start date of Monday, July 1, 2013
- Community Clean-Up Day in April or May, 2013 and every Spring thereafter
- Lowering fees for residents
- Weekly pick-up of solid waste and recycling materials for residents (same day service)
- Once-a-month bulk trash collection
- Holiday Tree Program
- Five year term, with Town option for an additional five year term
- 5% operating fee
- Free solid waste and recycling services for Town facilities
- Ability to renegotiate "operational issues" twelve months after services commence
- Annual increases for residents based on CPI and DFI indexes, which averaged between 2% and 3% the last few years. The annual increase is capped at 5% regardless of the indexes
- \$12.50 base rate for 95-gallon residential service, total monthly cost of \$17
- Town retains billing responsibility

- Town can assess fines for customer service issues
- Town can terminate contract if fines for customer service issues exceed \$2,500 over a 12-month period.
- Emergency collection and disposal service in times of major disasters
- Assistance at up to 10 special events per year

### **FINANCIAL IMPACT:**

For the residents:

- Reduction in monthly costs of 40 to 50%
- Provide recycling services at no extra cost
- Provide bulk trash monthly at no extra cost
- Provide a Town employee to manage town resident issues and oversee sanitation program
- Additional services, such as resident transfer to landfill at cost of program to be researched and included, into existing rate.

For the Town:

- Limit increasing costs for salaries and benefits and capital expenditures
- Reducing recurring costs to the Town of \$70,000 annually
- Reduce cost of monthly pickup of sanitation for Town Government of \$11,931
- Collection of approximately \$25,000 in annual operating fees from RAD
- Reduce costs for workman's compensation claims
- Streamlined service delivery system with Town oversight at no extra cost and below current rates
- Identify use of existing fund balance to repair, improve, or install curb and gutter for service delivery.
- Improve customer billing to residents with contractor technology

### **STAFF RECOMMENDATION:**

Staff recommends the approval of the Solid Waste Services Agreement between the Town of Florence and Right Away Disposal

### **ATTACHMENTS:**

Solid Waste Services Agreement



**SOLID WASTE SERVICES AGREEMENT  
BETWEEN  
TOWN OF FLORENCE  
AND  
RIGHT AWAY DISPOSAL**

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This SOLID WASTE SERVICES AGREEMENT (this "Agreement") is made on \_\_\_\_\_ 2013 (the "Effective Date") between THE TOWN OF FLORENCE, an Arizona municipal corporation (the "Town") and RIGHT AWAY DISPOSAL, LLC, an Arizona limited liability corporation, (the "Contractor").

RECITALS

A. The Town issued a Request For Proposals, "Solid Waste Services (the "RFP"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from vendors for residential curbside solid waste collection and disposal services, bulk waste collection and disposal services, residential recycling services and sludge handling services within the corporate limits of the Town of Florence (the "Services").

B. The Contractor submitted a proposal in response to the RFP (the "Proposal"), which is attached hereto as Exhibit B and incorporated herein by reference, and the Town desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Definitions. As used herein, and notwithstanding any other contrary definition given these terms under Arizona law, the parties hereto specifically agree that the terms defined below shall, for the purpose of this Agreement, have the meanings as set forth in this Section. The words "shall," "will" and "must" are always mandatory and not merely discretionary. The word "may" indicates something that is not mandatory but permissible. When not inconsistent with the context, words in the plural shall include the singular and vice versa, words importing persons shall include firms and corporations, words in the present tense shall include the future and use of the masculine gender shall include the feminine gender. The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the initial date of adoption of this Agreement.

1.1 "Bulk Waste" means Solid Waste composed of materials not easily containerized in a Solid Waste Cart or Recycling Cart such as, but not limited to, Green Waste, furniture, cardboard and large appliances. "Bulk Waste" means discarded furniture (including chairs, sofas, mattresses, and area rugs, but not carpeting); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as "white goods"); Electronic Waste (including stereos,

televisions, computers, VCRs and other similar items commonly known as “brown goods”); Residential wastes (including wood waste, tree trunks and large branches if no longer than one (1) foot in diameter, four (4) feet in length and fifty (50) lbs. in weight per bundles; scrap wood, in the aggregate not exceeding twenty (20) cubic yards per Collection); clothing; and tires. Bulk Waste items do not include such things as car bodies or Construction and Demolition Waste, or any other items that cannot be handled by two persons.

1.2 "Bulk Waste Collection Services" means Collection of Bulk Waste and delivery to the Disposal Facility or the Recycling Facility by the Contractor.

1.3 "Bulk Waste Services" means Bulk Waste Collection Services and the disposal of Bulk Waste at the Disposal Facility or recycling of Bulk Waste at the Recycling Facility.

1.4 "Business Day" means any day, Monday through Friday, from 6:00 AM, Local Time to 5:00 PM, Local Time.

1.5 "Cart" means a Recycling Cart or a Solid Waste Cart as applicable.

1.6 "Council" means the Mayor and Town Council of the Town of Florence, Arizona.

1.7 "Collection" means the act of picking up Solid Waste or Bulk Waste from Residential Units and delivery of the Solid Waste or Bulk Waste to the Disposal Facility. Collection shall also mean the act of picking up Program Recyclables from Residential Units and delivery of the Program Recyclables to the Recycling Facility.

1.8 "Collection Service" means Residential Solid Waste Collection Services, Residential Bulk Waste Collection Services, Residential Recycling Collection Services.

1.9 "Commencement Date" means the earliest date the Contractor shall commence the Collection Services in accordance with this Agreement and pursuant to the phase-in schedule set forth in section 4.1B. The parties agree that Contractor shall commence service pursuant to this Agreement on July 1, 2013.

1.10 "Complaint" means a communication received by Contractor from a Customer or Town indicating services have not been performed in accordance with this Agreement, or otherwise expressing dissatisfaction with service.

1.11 "Construction Debris" means solid waste derived from the construction, repair or remodeling of buildings or other structures.

1.12 "Construction and Demolition Waste" shall include Construction Debris and Demolition Debris.

1.13 "Contract Administrator" means the Town Manager of the Town, or his designee or designees, who shall represent the Town in the administration and supervision of this Agreement.

1.14 "Demolition Debris" means solid waste derived from the demolition of buildings or other structures.

1.15 "Disposal Facility" means a facility, area of land or excavation in which Solid Waste and Bulk Waste are placed for permanent disposal. Disposal Facility does not include a land application unit, surface impoundment, injection well, compost pile or waste pile or an area containing ash from the on-site combustion of coal that does not contain household waste, household hazardous waste or conditionally exempt small quantity generator waste.

1.16 "Disposal Services" means the disposal of Solid Waste and Bulk Waste by the Contractor.

1.17 "Dumpster" means any metal container with a capacity of 12 or 20 cubic yards intended to be mechanically placed into a hauling unit that is compatible with the Town's sludge hauling and or screened material at its' Wastewater Treatment Plants. Basically an open-top metal container serviced by a roll off truck.

1.18 "Expiration Date" means June 30, 2018 at 11:59 PM, Local Time.

1.19 "Hazardous Waste" means solid waste as described in 40 Code of Federal Regulations part 261, as amended.

1.20 "Local Time" means the time in Florence, Arizona.

1.21 "Missed Block" shall mean, as determined by three or more customers on a block, that each customer deems that her/his respective properly-prepared Cart that was set out at the Collection location on the scheduled Collection day was not picked up by the Contractor.

1.22 "Missed Collection" shall mean, as determined by the customer, a properly prepared Cart that was set out at the Collection location on the scheduled Collection day that was not picked up by the Contractor.

1.23 "Non-recyclable Waste" means the portion of Solid Waste, exclusive of Hazardous Waste, that is not Recyclable.

1.24 "Person" means an individual, corporation, Contractor, association, partnership, unit of local government, state agency, Federal agency, or other legal entity.

1.25 "Premises" means land, building or other structures (or parts thereof) where solid waste is stored or accumulated.

1.26 "Process", "Processed" or "Processing" means the separation, sorting, crushing, baling, shredding, flattening or other treatment of program recyclables into Recovered Materials.

1.27 "Processing Fee" means the per ton fee for receipt and processing of Recyclables.

1.28 "Recovered Material(s)" means Recyclable Materials which have been processed at the Recycling Facility to market specifications.

1.29 "Recyclable Materials" means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.

1.30 "Recyclable Materials Collection Services" means the provision of

Residential Recycling Collection Service.

1.31 "Recycling" means any process by which materials which would otherwise become Solid Waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

1.32 "Recycling Cart" means a receptacle with wheels with a capacity of up to approximately 96 gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by the Town Manager for the Collection of Program Recyclables from Residential Service Units. All such Recycling Carts must be clearly marked in a manner as approved by the Town Manager or authorized designee.

1.33 "Recycling Facility" means a Solid Waste Facility that is owned, operated or used for the storage, treatment or processing of Recyclable Materials and that handles wastes that have a significant adverse effect on the environment,

1.34 "Recycling Services" means the collection of Recyclable Materials by the Contractor from Residential Service Units, delivery of Recyclable Materials to Recycling Facility, and processing and marketing of Recyclable Materials at the Recycling Facility.

1.35 "Rejects" means material other than Residue, such as Non-recyclable Waste or materials, which is delivered with Recyclable Materials and which shall be handled and accounted for separately from Recyclable Materials and Residue.

1.36 "Residential Bulk Waste" means Bulk Waste that is generated and disposed of at a Residential Service Unit.

1.37 "Residential Bulk Waste Collection Service" means the Collection of Bulk Waste by the Contractor from Residential Service Units and the delivery of the Bulk Waste to the Disposal Facility or Recycling Facility.

1.38 "Residential Recyclable Materials" means any Recyclable Materials that is generated from Residential Service Units, not including Construction and Demolition Waste or Hazardous Waste.

1.39 "Residential Recycling Collection Services" means the Collection of Recyclable Materials by the Contractor from Residential Service Units and the delivery of the Recyclable Materials to the Recycling Facility.

1.40 "Residential Recycling Services" means the Collection of Recyclable Materials by the Contractor from Residential Service Units, delivery of the Recyclable Materials to the Recycling Facility and processing and marketing of the Recyclable Materials at the Recycling Facility.

1.41 "Residential Services" means Residential Solid Waste Services, Residential Bulk Waste Collection Services and Residential Recycling Services.

1.42 "Residential Service Unit" mean residential dwellings and establishments identified by the Town to receive Residential Services from the Contractor and utilizing (i) a Solid Waste Cart for the accumulation and set-out of Residential Solid Waste and (ii) a Recycling Cart for the accumulation and set-out of Residential Recyclable Materials. Town, at

its sole discretion, may add or delete Residential Units.

1.43 "Residential Solid Waste" means any garbage, Green Waste or rubbish that is generated from Residential Service Units, not including Construction and Demolition Waste or Hazardous Waste.

1.44 "Residential Solid Waste Collection Services" means the Collection of Solid Waste by the Contractor from Residential Service Units and delivery of the Solid Waste to the Disposal Facility.

1.45 "Residential Solid Waste Services" means the Collection of Solid Waste by the Contractor from Residential Service Units, delivery of the Solid Waste to the Disposal Facility, and disposal of the Solid Waste at the Disposal Facility.

1.46 "Residue" means that portion of the Recyclable Materials accepted by the Contractor which is not converted to Recovered Materials due to spoilage, breakage, contamination and/or transportation or processing inefficiencies, other than Rejects.

1.47 "Scavenging" means the unauthorized removal of Recyclable Material after the generators thereof divest control physically or as a matter of appropriate law, rule or regulation.

1.48 "Solid Waste" means any garbage, trash, rubbish, waste tire, refuse, sludge from a waste treatment plant, water supply treatment plant or pollution control facility and other discarded material, including solid, liquid, semisolid or contained gaseous material unless otherwise excluded by the Arizona Revised Statutes. This definition is also utilized interchangeably with sludge from waste water treatment plants, (WWTP).

1.49 "Solid Waste Cart" means a receptacle with wheels with a capacity of up to approximately 96 gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by the Town Manager for the Collection of Residential Solid Waste. All such Solid Waste Carts must be clearly marked in a manner as approved by the Town Manager or authorized designee.

1.50 "Solid Waste Facility" means a transfer facility and any site owned, operated or utilized by any person for the storage, processing, treatment or disposal of solid waste, conditionally exempt small quantity generator waste or household hazardous waste unless otherwise excluded by Arizona Revised Statutes.

1.51 "Source Separated Materials" means materials that are separated by material type by the generator.

1.52 "State" means the State of Arizona.

1.53 "Ton" means a unit of weight equal to 2,000 pounds.

1.54 "Town Facility" means any Town-owned or operated facility designated by the Town for Town Facility Services. The Town has the sole authority to add or eliminate Town Facilities.

1.55 "Town Facility Recycling Collection Services" means the Collection of

Recyclable Materials from Town Facilities via Containers or Recycling Carts and delivery to the Recycling Facility by the Contractor.

1.56 "Town Facility Solid Waste Collection Services" means the Collection of Solid Waste by the Contractor from a Town Facility and delivery of the Solid Waste to the Disposal Facility.

2. Representations.

2.1 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

2.2 Representations by Town. The Town represents to the Contractor that the Town is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement. The Town further represents that the person signing on its behalf has been properly authorized and empowered to enter into this Agreement. The Town acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

2.3 Representations by Contractor. The Contractor represents to the Town that at the time of execution of this Agreement:

A. Authority. The Contractor is duly qualified and in good standing to do business in the State and is duly qualified and in good standing to do business wherever necessary to carry on the business and operations contemplated by this Agreement. The Contractor further represents that the person signing on its behalf has been properly authorized and empowered to enter this Agreement. The Contractor further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

B. Recyclable Materials Processing. The Contractor has entered into a contract for Recyclable Materials processing and marketing services.

C. Solid Waste Disposal. The Contractor has entered into a contract for Disposal Services.

D. Licenses; Materials. The Contractor has obtained all applicable environmental and other governmental permits, licenses, permits and authorizations that are (1) necessary for providing the Services and (2) required to be issued under Federal, State, local law, regulation, rule or ordinance. Contractor shall maintain in current status all Federal, State and local licenses, permits and authorizations required for the operation of the business conducted by the Contractor. The Town has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Contractor.

E. Insurance/Bonds. The Contractor has obtained and submitted to

the Town (1) certificates of insurance for all required insurance coverage specified in this Agreement and (2) documentation of performance bonds as required by this Agreement.

F. Legal Arizona Workers Act Compliance. To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement. The Town retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant they will keep the papers and records which relate to the requirements of this paragraph open for inspection during normal business hours.

G. No Legal Action Pending. To the best of the Contractor's knowledge, there is no action, suit or proceeding, at law or equity, before or by any court or government authority, pending or threatened against the Contractor, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Contractor of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other contract or instrument entered into by the Contractor in connection with the transactions contemplated hereby.

Contractor agrees that it shall take all steps necessary to ensure that the representations set forth in this Section 2.3 shall remain true and correct for the entire Term of this Agreement.

### 3. Term of Agreement.

3.1 Initial Term. Unless terminated sooner in accordance with the provisions of this Agreement, the term of this Agreement shall commence on the Commencement Date and shall continue in effect until the Expiration Date (the "Initial Term").

3.2 Option to Renew. After the Initial Term, Town shall have the option at its sole discretion to renew this Agreement for up to five additional one-year terms (each, a "Renewal Term"). The Initial Term and any Renewal Terms shall be collectively referred to herein as the "Term." To exercise its option, Town shall provide written notice to Contractor not later than 60 calendar days preceding the scheduled date of expiration of the then-current Term. The Town's notice of non-renewal of the Agreement shall be provided to Contractor no less than 60 days prior to the expiration of any term of the Agreement. This provision in no way limits the Town's right to terminate this Agreement at any time during the Term pursuant to the applicable provisions of this Agreement. In the event no written notice is provided to the Contractor then the renewal shall be deemed exercised and the Agreement Party will automatically be renewed for one year. Notwithstanding the above, Town may request Contractor to renegotiate the operational terms of this Agreement one year after the Commencement Date.

4. Solid Waste Services, Bulk Waste Services and Recycling Services. The Contractor shall begin providing the services set forth in this Section on their respective Commencement Dates, as determined by the phase-in schedule included in section 4.1B, and the Contractor shall change rates for such services in amounts no greater than as set forth on Exhibit C.

4.1 Solid Waste.

A. Residential Solid Waste Services. Contractor shall collect, once per week on a scheduled day, all Solid Waste from carts at each Residential Service Unit in the Town. Contractor shall deliver the Residential Solid Waste collected to the Disposal Facility and dispose of the Residential Solid Waste at the Disposal Facility. Upon the receipt of a written work order from the Town, Contractor shall provide additional Solid Waste Cart collection and non-collection day Collection Services.

B. Residential Bulk Waste Services. Contractor shall collect, on the second Tuesday of each month, all Bulk Waste from Residential Service Units in Town. Residential Service Units shall schedule Bulk Waste Collection by notifying Contractor by telephone, e-mail or by using Contractor's website. Notwithstanding the above, Contractor agrees that, for six months after the Commencement Date, Contractor shall collect all Bulk Waste that has been placed out for collection regardless of whether a Bulk Waste Collection has been scheduled by a Residential Service Unit (the "Transition Period"). Upon expiration of the Transition Period, Contractor agrees to make Bulk Waste Collections which were not scheduled in accordance with this subsection prior to the next regular Bulk Waste Collection day upon notification by the Town. Bulk Waste Contractor shall deliver the Bulk Waste collected to the Disposal Facility and dispose of the Bulk Waste at the Disposal Facility.

C. Town Facility Solid Waste Collection. Contractor shall collect all Solid Waste and Recyclables from Town Facilities as determined by the Town of Florence.

4.2 Recycling.

A. Residential Recycling Services. Contractor shall collect, once per week on a scheduled day, all Recyclables in a Residential Recycling Cart from each Residential Service Unit in the Town. Contractor shall deliver the Recyclables collected to the Recycling Facility. In addition, Contractor shall process and market the Recyclables delivered to the Recycling Facility.

B. Town Facility Recycling Collection. Contractor shall collect, on a frequency solely decided by the Town, all Recyclables from each Town Facility. Contractor shall deliver the Recyclables collected to the Recycling Facility. In addition, Contractor shall process and market the Recyclables delivered to the Recycling Facility.

C. Disposal Prohibited. The Contractor shall be prohibited from (1) disposal of and/or landfilling of any Recyclables accepted or processed at the Recycling Facility or (2) marketing Recyclables to markets that the Contractor knows or reasonably should have anticipated will dispose of and/or landfill the Recyclables, except when approved in writing by the Town.

4.3 Manner of Providing Services. Unless otherwise stated in this Agreement, the Contractor shall be solely responsible for all aspects of the management, operation and maintenance of equipment relating to the Services including, but not limited to, the following:

A. Rejected Loads. Transportation and disposal of Rejected Loads (as defined in subsection 5.2 below) at the Recycling Facility to the Disposal Facility.

B. Residue and Rejects. Transportation and disposal of Residue and



Rejects at the Recycling Facility to a Disposal Facility.

C. Recovered Materials. The shipping and marketing of Recovered Materials processed at the Recycling Facility.

D. Records. The maintenance of complete and accurate records and the provision of reports to the Town in accordance with the requirements of this Agreement.

E. Maintenance. The preventive maintenance, maintenance and repair of systems and equipment including vehicles, buildings, grounds and other equipment.

F. Clean-up. The prevention and clean-up of litter, spillage, dust and odor as set forth in this Agreement.

G. Personnel. The recruitment, hiring and training of all managerial, supervisory and operating personnel providing the Services.

H. Carts. Purchase, maintenance, disposal and delivery of new Solid Waste Carts and Recycling Carts, as applicable, once the program begins. Contractor shall also be solely responsible for storage of unused Carts.

4.4 Part-Time Residents. Seasonal residents will have the option to place their account on vacation hold if they are leaving the Town for a period longer than 30 days and up to one (1) year. Their account will be placed on vacation hold and any credit will remain on the account until they call Contractor's office to reinstate their service. Residents must call when they leave for vacation and when they return. Account balances are prorated to the day residents leave and return from vacation.

## 5. Inspection of Loads and Rejected Loads.

5.1 Contractor's Right to Inspect Loads. The Contractor may inspect each delivery of Recyclables prior to and upon their discharge at the Recycling Facility.

5.2 Unacceptable Loads. Contractor may not designate a load as an unacceptable load for any reason other than those identified in this section. Prior to departure from the Recycling Facility of the vehicle delivering Recyclable Materials to the Recycling Facility, Contractor may designate a load as a "Rejected Load" for the following reasons:

A. Excessive Non-Recyclable Waste. A load of Recyclables contains more than 15% Non-recyclable Materials by weight.

B. Public Health Danger. A load of Recyclables presents a substantial endangerment, such as disease or death, to the public or employee health or safety.

C. Hazardous Waste. A load contains Hazardous Waste that cannot be easily separated from acceptable materials.

### 5.3 Procedure upon Rejection of Load.

A. Notice of Rejected Load. If the Contractor designates a load as a Rejected Load for the reasons set forth in subsections 5.2 above, Contractor must immediately

provide written notice to the Town, including the reason the load was designated a Rejected Load.

5.4 Procedure upon Rejection of Load due to Hazardous Waste.

A. Notice of Rejected Load due to Hazardous Waste. If the Contractor designates a load as a Rejected Load for the reason set forth in subsection 5.2(C) above, Contractor must immediately provide written notice to the Town, including the reason the load was designated as containing Hazardous Waste.

6. Collection and Processing Equipment.

6.1 Collection Services Vehicles.

A. Appearance of Collection Services Vehicles. Contractor shall paint all Collection Service vehicles uniformly with the name of Contractor, customer service office telephone number and the unique identification number of the vehicle in letters not less than six inches high on each side and the rear of the vehicle. All Collection Services vehicles shall be uniquely numbered and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles, except for events sponsored by the Town, which shall be advertised on request of the Town and at no cost to the Town.

B. Age of Collection Services Vehicles. Contractor shall provide all Collection Services pursuant to this Agreement with Collection vehicles less than seven years of age.

6.2 Collection Services Carts. Town shall have the sole decision in determining the appearance of the Carts.

A. Purchase and Initial Distribution of Carts. The Contractor, at its sole cost, shall purchase all Carts required for the provision of Collection Services pursuant to this Agreement. In addition, the Contractor, at its sole cost, shall deliver one Solid Waste Cart and one Recycling Cart to each Residential Service Unit prior to the Commencement Date, unless instructed otherwise by the Town. The Contractor shall attach a program introduction notice to each Cart delivered.

B. Subsequent Distribution, Maintenance and Storage. After the initial distribution of Carts, Contractor, at its sole cost, shall deliver Cart(s) to a Residential Service Unit within two business days of the request by the Town. Contractor shall attach a program introduction notice to each Cart delivered. Only clean serviceable carts will be delivered to customers.

C. Cart Care and Maintenance. Contractor's employees shall take care to prevent damage to Carts by unnecessarily rough treatment. Contractor shall be solely responsible for Cart maintenance. Routine cart cleaning shall be resident's responsibility.

D. Reserve Carts. Contractor shall maintain a minimum of 15 Solid Waste Carts and 15 Recycling Carts at a secure location within the corporate limits of the Town to ensure that extra or replacement Carts can be expeditiously provided upon the request of the Town.

E. Replacement of Carts. Upon notification to Contractor by the Town or a customer that a Cart has been lost, destroyed, stolen or that it has been damaged

beyond repair, Contractor shall purchase, if necessary, and deliver a replacement Cart to such customer within two business days. At the expense of the Contractor, each Residential Service Unit shall be entitled to unlimited replacements of destroyed, stolen or damaged beyond repair Cart(s) for the life of the Agreement at no cost to the Town or the customer if determined by the Contract Administrator or authorized designee that such destruction or damage was caused by the Contractor or Contractor's employees or equipment. For additional replacements beyond those as provided in this Agreement or for Carts purchased by written authorization of the Town Manager, Town shall reimburse Contractor the purchase cost paid by Contractor for the Cart.

### 6.3 Collection and Processing Equipment, Excluding Carts.

A. Purchase, Operation and Maintenance. Unless otherwise stated in this Agreement, Contractor shall be solely responsible for all costs of purchasing, operating and maintaining Collection and processing equipment for the Term of this Agreement. Town, at its sole discretion, shall determine whether the Contractor is or is not properly maintaining the Collection and processing equipment. If the Town determines the Contractor is not properly maintaining the Collection and/or processing equipment, Contractor shall replace such equipment in accordance with this Agreement and Town may assess liquidated damages in accordance with Section 18 of this Agreement.

B. Replacement. Unless otherwise stated in this Agreement, Contractor shall be solely responsible for the replacement of Collection and processing equipment if such equipment is lost, stolen or damaged beyond normal wear and tear. If Contractor or Town determines that Collection and/or processing equipment requires replacement, Contractor shall replace such equipment within 14 calendar days with comparable equipment. Contractor shall be responsible to make the appearance of the replacement equipment in adherence with the requirements of this Section.

### 6.4 Ownership.

A. Carts and Containers. Ownership of Carts and containers shall rest with the Contractor during and after the term of the Agreement.

6.5 Disposal Facility and Recycling Facility Equipment. The Disposal Facility, Recycling Facility and any other processing center used to perform the Services shall be equipped with adequately sized truck scales and computerized record-keeping systems for weighing and recording all incoming and outgoing delivery vehicles and vehicles transporting Recyclable Materials to markets. The Recycling Facility shall be capable of recording the type of Recyclable Materials received for each incoming truck. Additionally, the Recycling Facility shall be capable of recording the weights of each type of Recyclable Material that are shipped. Contractor shall separately weigh, record and tabulate each load from Town.

7. Personnel. Contractor shall assign a qualified person or persons who will be in charge of its operations within the Town and authorized to make decisions on Contractor's behalf and shall provide the name, office telephone number, mobile phone number, email address and facsimile number of Contractor's representatives and key personnel to the Contract Administrator. Contractor agrees that the Town shall have 24 hour access to said representative via a non-toll call from the corporate limits of the Town. Such records shall be updated as personnel or contact information changes. In addition, Contractor shall adhere to the following requirements:

7.1 Key Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this

Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel of substantially equal or superior ability and qualifications. If deemed qualified, the Contractor is encouraged to hire Town residents to fill vacant positions at all levels.

7.2 Uniforms. Contractor shall furnish each employee involved in the performance of this Contract with a uniform and safety vest, shirt or jacket which clearly displays the name of Contractor. Such uniforms and safety equipment shall make the employee readily visible to other motorists. Contractor's employees shall wear complete uniforms and safety vest, shirt or jacket at all times while working.

7.3 Safety Training. Contractor shall provide regularly scheduled, on-going operational and safety training for all its employees. In addition, Contractor's employees shall be trained to perform their duties to maximize the Town's recycling rate, minimize contamination and promote recycling at all times. Training meetings shall be mandatory for all Collection and supervisory personnel and held not less than once per month. All temporary and newly hired permanent Collection personnel and supervisory employees must receive comprehensive safety and operational training prior to working on the Collection vehicles or performing duties under this Agreement. Training manuals and schedules shall be maintained at the local office of Contractor and available for review at any time by Contract Administrator.

7.4 General Training. All employees involved in the performance of this Agreement including office and all Collection personnel, must be provided adequate training before and during their employment with the Contractor. This training shall familiarize employees with the required duties and standards of performance, specific requirement on routes to which they will be assigned, teach the route layouts previously established and approved and provide necessary knowledge to eliminate delays and Missed Collections, All supervisory and Collection employees must be provided equipment and supplies prior to and during the performance of their duties. All Collection, administrative, supervisory and customer service personnel must receive customer service training prior to and during the time they are employed by the Contractor.

7.5 Contact with Others. Contractor's employees shall treat all customers, co-workers, Town employees and any individual with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence and the use of profanity are strictly prohibited. The Town reserves the right to direct Contractor to remove any employee who violates this policy from providing services to the Town, pursuant to this Agreement.

7.6 Compliance with Laws. In performance of Collection Services, Contractor's employees must adhere to municipal, Town, State, County and Federal laws. Town reserves the right to make a complaint regarding any employee of the Contractor who violates any provision herein, or who is wanton, negligent or discourteous in the performance of his/her duties. The Town may recommend appropriate action be taken by the Contractor and may require the Contractor to remove any unacceptable employee, as determined by the Town, from service to the Town.

8. Hours of Operation and Holidays. Contractor shall not make any changes to the hours of

operation as provided in this Section without the prior, written approval of the Contract Administrator.

8.1 Residential Collection Services, Excluding Holidays (as defined in subsection 9.7 below), Contractor shall provide Residential Collection Services from Monday through Thursday, 6:00 AM, Local Time to 5:00 PM, Local Time. Residential Collection Services that fall on a Holiday shall be collected as set forth in Section 8.5 below.

8.2 Extension of Collection Services Hours of Operation. If the Contractor determines that the Collection Services will not be completed by 5:00 PM, Local Time on the scheduled Collection day, the Contractor shall notify the Town by 3:00 PM, Local Time and request an extension of the Collection hours. The Contractor shall inform the Town of the areas not completed, the reason for non-completion and the expected time of completion. The Town must approve any extension of hours of operation.

8.3 Disposal Facility. Excluding holidays as defined in subsection 8.5 below, Contractor shall maintain, or cause its provider to maintain, the Disposal Facility open and available to receive Solid Waste five days per week (Mon-Fri) between 7:00 AM, Local Time to 6:00 PM, Local Time.

8.4 Recycling Facility. Excluding Holidays, Contractor shall maintain or cause its provider to maintain the Recycling Facility open and available to receive Recyclables five (5) days per week between 7:00 AM, Local Time to 6:00 PM, Local Time.

8.5 Holidays. The Town, at its sole discretion, may add or delete holidays. If the Town elects to add or delete holidays, the Town will provide the Contractor notice in accordance with the provisions of this Agreement. If a holiday occurs on a scheduled Collection day, Contractor shall perform the scheduled Collection for the holiday and the remainder of the week ending on Friday on the next calendar day after the scheduled Collection day. For purposes of this Agreement, "Holidays" shall include the following:

- A. New Year's Day
- B. Thanksgiving Day
- C. Christmas Day

9. Customer Service Complaints. Contractor and Contractor's employees understand that customer service is of great importance to the Town. Contractor and its employees will work diligently to provide high quality customer services to the Town and all customers.

9.1 Customer Service Complaint Resolution Procedure. All customer service complaints shall initially be directed to the Contractor. The Contractor will generate an electronic work order outlining all legitimate complaints received. The work order will contain (A) date and time of call, (B) customer name, address and phone number and (C) type of complaint. A copy of the work order will then be electronically submitted to the Town, including a schedule for resolution. The Contractor will resolve each customer complaint in a timely manner as set forth below:

A. Handling Complaints. The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. The Contractor shall maintain a telephone listing in the name in which he is doing business as a Contractor and provide answering service for those customers needing to contact him between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

B. Customer Information. The Contractor shall provide each residential customer with a condensed version, approved by the Town, of rules and regulations for refuse collection. Said condensed version shall outline rates and obligations of the customer and Contractor, according to the terms of this agreement.

C. Same Day Request. If the complaint is a Missed Collection or Missed Block, Contractor shall pick up the Missed Collection or Missed Block on that same day if the complaint is received by the Contractor prior to 11:00 AM, Local Time.

D. Next Day Request. If the complaint is a Missed Collection or Missed Block, Contractor shall pick up the Missed Collection or Missed Block before 5:00 PM, Local Time on the next calendar day if the complaint is received by the Contractor after 11:00 AM, Local Time.

E. Other Complaints. If the complaint is other than a Missed Collection or Missed Block, Contractor shall resolve the complaint within 24 hours of written notice of such complaint to Contractor.

9.2 Work Order Reporting. Upon resolution of the customer complaint, Contractor will close the work order and resubmit it to the Town. The closed work order will include (A) Contractor's determination as to legitimacy of the complaint, (B) the date, time and action taken to resolve complaint and (C) the name of responsible contact at Contractor's location regarding the complaint.

10. Damage to Property. The Contractor shall take all necessary precautions to protect public and private property during the performance of this Contract. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public property that is damaged by the Contractor. Such property damages shall be addressed for repair or replacement, at no charge to the property owner, within 48 hours with property of the same or equivalent value at the time of the damage. If the Contractor fails to address the repair or replacement of damaged property within 48 hours, the Town may, but shall not be obligated to, repair or replace such damaged property and the cost of doing so (A) shall be paid by the Contractor to the Town within 30 days of receipt of demand therefore or (B) may be deducted by the Town from any amounts owing to the Contractor.

A. In General. The Contractor shall abide by the route and schedules. The Town reserves the right to deny the Contractor's vehicles access to certain streets, alleys and public ways, inside the Town or outside the Town enroute to the disposal facilities, where it is in the best interest of the general public to do so due to conditions of streets, alleys, or bridges. The Contractor shall not interrupt the regular schedule and quality of service because of such closures. Any and all route and/or schedule changes shall be approved by the Town Manager. The Contractor shall furnish written notices of changes in schedules to the customers at least

ten (10) days prior to the actual change in routes or schedules.

NOTE: The Contractor's attention is directed to the fact that at various times during the year, the quantity of refuse to be disposed of is materially increased by fluctuations in the amount of winter resident yard waste. This additional workload will not be considered as adequate justification for failure of the Contractor to maintain the required collection schedules and routes.

NOTE: Some Town roads, public and private, improved and unimproved, may not accommodate larger trucks. Alternative vehicles may need to be considered to accommodate service. Contractor will make all reasonable efforts to accommodate this provision. If all reasonable efforts have been exhausted and such roads remain inaccessible, Contractor and the Town Manager will communicate, coming to an agreement as to alternative pick up locations, types of vehicle used, etc. to complete the route in the most cost effective and reasonable means necessary.

11. Spillage and Leakage, Litter, Dust and Odor.

11.1 Spillage and Leakage. Contractor shall clean up any spilled or blowing materials as well as fluids spilled or leaked from Contractor's vehicles by the Contractor, Contractor's employees or authorized persons or entities providing service to the Contractor. During transport, all materials shall be contained, covered and enclosed so that leaking, spilling and blowing of materials does not occur. Contractor shall perform all cleanups within two hours of the spillage or leakage.

11.2 Litter. If Contractor operates the Disposal Facility, the Recycling Facility or the processing facility for Green Waste, the Contractor shall be required to pick up any and all litter (including any glass spillage) which blows or falls from the Disposal Facility, Recycling Facility or Green Waste facility onto the site or adjoining or surrounding property by the end of each workday or by the end of the first shift, if operated for more than ten hours per day. All on-site parking areas and roadways shall be swept at least once per month.

11.3 Dust and Odor. If Contractor operates the Disposal Facility, the Recycling Facility or Green Waste facility the Disposal Facility, Recycling Facility and Green Waste facility shall be operated to prevent the escape of dust and odors. The Contractor shall routinely clean the tip floor and the process and storage areas.

12. Recordkeeping, Reporting, Audited Financial Statements and Reporting Format.

12.1 Recordkeeping. The Contractor shall create, maintain and make available records as defined in, and required by, all applicable local, State and Federal laws, rules and regulations and any reports as are reasonably necessary to document the following:

A. Deliveries. Recyclables deliveries, Residential Solid Waste deliveries, time delivered to Recycling Facility, time delivered to Disposal Facility, tonnage of material delivered, Rejected Loads by date collected and other information as requested by Contract Administrator (a monthly summary shall also be submitted to the Town).

B. Missed Collections; Problem Set-out. Missed Collections, Late Set-outs and Improper Set-outs on a daily basis including the address, time and date for each and the reason, photograph and notice for Improper Set-outs (a monthly summary shall also be submitted to the Town).

C. Recovered Material. Recovered Material from Recyclables, tons marketed by commodity, entity marketed to, price paid by the end market and other information as requested by Contract Administrator (a monthly and annual summary shall also be submitted to the Town).

D. Recyclables. For Recyclables, document incoming tonnages, residue tonnages, rejects tonnages, hazardous waste tonnages, marketed tonnages by commodity and inventory tonnages by commodity. Contractor shall provide an explanation if incoming tonnages does not equal the total of rejects tonnages, hazardous waste tonnages, marketed tonnages by commodity and inventory tonnages by commodity (a monthly and annual summary shall also be submitted to the Town).

E. Hazardous Waste. Hazardous Waste including the source, tonnage, date received, disposal facility and other information as requested by Contract Administrator (a monthly and annual summary shall also be submitted to the Town).

F. Other Regulatory Documents. Such other documents and reports as the Town may reasonably require to verify compliance with the Agreement or to meet the Town's reporting requirements with the State.

G. Availability of Documents. All of Contractor's records shall be available to Town and its representatives at reasonable times and places throughout the term of this Agreement and for a period of five years after last or final payment.

## 12.2 Reporting.

### A. Initial Reports.

1. Transition Plan. The Contractor shall provide a transition plan 90 calendar days prior to Commencement Date. This plan shall detail transition to the Contractor providing Solid Waste Service, Bulk Waste Service and Sludge Hauling Service. This transition plan will be submitted for approval by the Contract Administrator.

2. Processing and Marketing Plan. The Contractor shall provide a processing and marketing plan 90 calendar days prior to Commencement Date. This plan shall detail the processing and marketing of all Recyclables and Recyclable Materials at the site. This processing and marketing plan will be submitted for approval by the Contract Administrator.

3. Hazardous Waste Contingency Plan. The Contractor shall provide a Hazardous Waste contingency plan, 30 calendar days prior to the Commencement Date, to the Contract Administrator and to the Town's Risk Manager. This plan shall detail what actions shall be taken by the Contractor upon discovery of Hazardous Waste. This contingency plan will be reviewed by the Contract Administrator. The plan shall include a copy of a signed



contract(s) with a permitted Hazardous Waste transporter(s) to handle any Hazardous Waste discovered. The plan must comply with all State and Federal regulations regarding the handling of Hazardous Waste. Non-conformance with any State or Federal regulation shall cause rejection of the plan. This Hazardous Waste contingency plan will be submitted for approval by the Contract Administrator.

B. Monthly Reports. Contractor shall submit all monthly reports required by this Agreement to the Town Manager or authorized designee within seven calendar days following the end of each calendar month.

C. Annual Reports. Contractor shall submit all annual reports required by this Agreement to the Town Manager or authorized designee within 30 calendar days following the end of the Town's fiscal year.

12.3 Report Format. Within 14 days after the Commencement Date, the Contractor will be required to submit to the Town for its approval the format and sample contents of the records to be maintained and the reports to be generated in fulfillment of the requirements of the Agreement. Contractor shall submit all reports in electronic format approved by the Town and in hard copy.

13. Customer List, Billing and Collections, Payment and Annual Adjustments.

13.1 Customer List. On or before June 1, 2013, the Town shall provide Contractor with a Residential Service Unit customer list and a Town Facility customer list. Regardless of the customer list, Contractor shall provide Collection Services to all Services Units and Town Facilities in accordance with this Agreement.

13.2 Billing and Collection.

A. Solid Waste, Bulk Waste, Recycling and Disposal Services. The Town shall bill Residential Service Units for Residential Solid Waste, Bulk Waste, Recycling Services and Solid Waste Services in accordance with the rate structure attached hereto as a part of Exhibit C and as may subsequently be adjusted as set forth in this Agreement. Unless authorized in writing by the Contract Administrator, the Contractor shall not bill Residential Service Units for Residential Solid Waste, Bulk Waste, Recycling Services and Solid Waste Services.

1. Delinquent and Closed Accounts. The Contractor shall discontinue refuse collection service at any Residential Unit as set forth in a written notice sent to it by the Town. Upon further notification by the Town, the Contractor shall resume refuse collection on the next regularly scheduled collection day.

2. Individual Rights. Contractor shall not deny service, deny access, or otherwise discriminate against citizens on the basis of race, color, religion, national origin, sex, age, or disability. Contractor shall comply at all times with all other applicable federal, state, and local laws and regulations, and as amended from time to time, relating to nondiscrimination.

3. Equal Opportunity. Contractor shall strictly adhere to applicable equal employment opportunity requirements of federal, state, and local regulations as amended from time to time.

4. Protection of Privacy.

a. At the time of delivery of the Carts to a Residential Service Unit and at least once a year thereafter, Contractor shall provide notice in the form of a separate, written statement to each Residential Service Unit that clearly and conspicuously informs the occupant of:

(1) The nature of personally identifiable information collected or to be collected and the nature of the use of such information.

(2) The nature, frequency, and purpose of any disclosure which may be made of such information, including any identification of the types of persons to whom the disclosure may be made.

(3) The period during which such information will be maintained by the Contractor.

(4) The times and place at which the Customer may have access to such information in accordance with Section 8 of this Agreement.

(5) The limitations provided by this Section with respect to the collection and disclosure of information by Contractor and the right of the Customer to enforce such limitations.

b. For purposes of this subsection, the term "personally identifiable information" does not include any record aggregate data which does not identify particular persons.

c. Except as provided in herein, Contractor shall not disclose personally identifiable information concerning any customer without the prior written or electronic consent of the customer concerned.

d. Contractor may disclose such information if the disclosure is:

(1) Necessary to render or conduct a legitimate business activity related to Services provided by the Contractor to the customer.

(2) Made pursuant to a court order authorizing such disclosure, if the customer is notified of such order by the person to whom the order is directed.

e. A customer shall be provided, free of charge, access to all personally identifiable information regarding that customer which is collected and

maintained by Contractor. Such information shall be made available to the customer at reasonable times and at a convenient place designated by Contractor. A customer shall be provided reasonable opportunity to correct any error in such information.

f. Contractor shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending request or orders for access to such information under or pursuant to a court order.

g. Upon notification by the Town, the Contractor shall be permitted to pick up the Solid Waste Cart and Recycling Cart from any Residential Service Unit for which fees for service have remained delinquent after the first notice of delinquency by the Town to the customer.

13.3 Payment for Variance; Inspections. For the duration of this Agreement, Contractor shall be solely responsible for the costs associated with the request for and issuance of a variance by the Pinal County Environmental Health Division with respect to services to be provided pursuant to this Agreement. Contractor shall also be responsible for conducting any inspections required as a condition upon the Town's variance. Contractor shall provide the Town with (A) quarterly reports detailing the inspections completed and (B) other such information or reports as may be requested by the Town from time to time to comply with the requirements of the variance.

13.4 Contractor Payment to Town/Operating Agreement Fee. Contractor shall pay Town in consideration of the grant of this Agreement a sum equal to five percent (5%) of the gross retail revenues of Solid Waste Services (excluding governmental impositions such as sales taxes) from the sale by it of solid waste, bulk waste, recycling and sludge hauling services within the present and any future corporate limits of Town, as shown by Solid Waste Services billing records (the "Fee"). The Fee shall be due and payable quarterly. For the purpose of verifying the amounts payable hereunder, the books and records of the Contractor shall be subject to inspection by duly authorized officers or representatives of Town at reasonable times. Beginning on the Commencement Date, payment as described in the preceding paragraphs shall be payable in quarterly amounts within 30 days after the end of each calendar quarter.

13.5 Nature of Agreement. This Agreement is exclusive only as to those geographic areas within Town limits. Contractor may not assign this Agreement to any other person, firm or corporation without the prior written consent of Town.

13.6 Insurance Requirements. The Contractor, 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 term of this Agreement; failure to do so may, at the sole discretion of the Town, constitute an event of default by the Contractor under this Agreement. The Contractor 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 Insured.

A. **General Liability.** The Contractor 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 least as broad as Insurance Service Office, Inc., Policy Form CG000211093 (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, nor 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, CG20101185 (October 2001 version).

B. **Automobile Liability.** The Contractor 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 Contractor'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, material 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.

13.7 **Annual Rate Adjustments.** All costs proposed in Exhibit C shall remain fixed from the execution of this Agreement through January 31, 2014. On February 1, 2014 and every February 1st thereafter during the Term of this Agreement, all cost of Collection Services, excluding costs associated with Carts, costs associated with Containers, costs of disposal and costs of processing and marketing, shall be adjusted, increased or decreased, according to this Section. The annual adjustment shall be a composite of two indices, 85% of which will be the Consumer Price Index — All Urban Consumers, CUUSA429SAO, CWUSA429SAO, Not Seasonally Adjusted, Area: Phoenix-Mesa, Item: All items ("CPI") and 15 % of which will be the Diesel Fuel price index by the United States Department of Energy (the "DOE"). The Diesel Fuel adjustment shall be based on the most recent price as of July 1st of the then-current year as compared to the same price as calculated one year ago for Diesel Fuel (cents per Gallon), U.S. The CPI adjustment shall be calculated by comparing the index as of July 1st of the then-current year with the same index as it existed on July 1st of the prior year.

Notwithstanding the result of the calculation for the composite indices, in no event shall the cumulative rate adjustment (the CPI plus the Diesel Fuel price index by the DOE) exceed 5% per year.

13.8 **Annual Route Audit.** Once during the first year and every third year thereafter, the Contractor shall conduct an audit of its Collection routes in the Town. The annual route audit, at minimum, shall consist of an independent physical observation by person(s) other than the route driver or route supervisor of each Residential Customer in the Town. The annual

route audit information shall include, at a minimum, the following information for each account:

For Residential Cart Customers:

- Route Number;
- Truck Number;
- Number and size of Carts by waste stream (Refuse, Recycling);
- Service Address; and,
- Cart condition.

Within 30 days after the completion of the route audit, the Contractor shall submit to the Town a report summarizing the results of the annual audit. One copy shall be submitted to the Public Works Director. This summary shall include:

- Identification of the routes;
- Truck numbers;
- Number of accounts, by route and in total;
- Types of billing and service exceptions observed;
- Number of billing and service exceptions by type;
- Total monthly billing, pre-audit;
- Total monthly billing, post-audit (subsequent to corrections of identified exceptions; and,
- Percentage of billing and service exceptions:
- Percentage of the number of accounts with errors to the total number of accounts served;
- Percentage of the “net” change in monthly billing as a result of the audit to the total pre-audit monthly billing; and,
- Percentage of the “absolute” change in net monthly billing as a result of the audit to the total “pre-audit” monthly billing.

The report shall include a description of the procedures followed to complete the annual route audit. This description shall include the names and titles of those supervising the route audits and the name and titles of those performing the observations. Additionally, the report shall include a description of the pre-audit training of the route auditors, particularly if temporary personnel are used.

The report shall also include a description of the changes and the Contractor's plans to resolve the exceptions. The results of the annual audit shall be available for review by the Town or its representative.

14. Public Education Activities. Contractor shall provide the following services associated with public education notices at no cost to the Town or the customer. Contractor will at no time place public education notices inside customers' mailboxes. Contractor shall not distribute any public education notices to Residential Service Units within the Service Area without written approval from Contract Administrator.

14.1 Distribution of Program Introduction Notice. Contractor shall distribute, at Contractor's own expense, a program introduction notice for each Residential Service Unit for which Contractor delivers a Cart. The program introduction notice shall be delivered to each Residential Service Unit twice before Collection begins. Contractor shall deliver the first notice via first class mail not later than 60 days prior to the Commencement Date. Thereafter, Contractor shall attach a program introduction notice via a non-adhesive means to each Cart delivered to a customer or picked up by a customer at the Contractor's office.

14.2 Development, Printing and Distribution of Improper Set-out Notice. Contractor shall develop, print and distribute, at Contractor's own expense, an improper set-out notice. The improper set-out notice shall be approved by the Town and shall include one original with two copies. The improper set-out notice shall include (A) the date (B) reason for non-Collection and (C) Contractor's customer service telephone number and (D) any other information the Town requests. Contractor shall attach the original improper set-out notice via a non-adhesive means to the handle of the Cart. Contractor shall take a digital photo of set-out that receives an improper set-out notice. Contractor shall maintain copies of improper set-out notices and digital photos in a format that enables Contractor to immediately retrieve a requested notice or photo by address. Contractor shall provide a monthly report of improper set-out notices as set forth in this Agreement.

15. Ownership of Solid Waste and Recyclables. Title to Solid Waste, including Bulk Waste, shall pass to the Contractor once the Contractor takes possession of the materials at the Residential Service Unit. The risk of loss to the Recyclable Materials shall pass to Contractor at the time they are picked up by the Contractor.

16. Addition and Deletion of Recyclable Materials. The Town reserves the right to add or delete other Recyclables to the program or delete Recyclable Materials from the program if the contracting parties agree it is economically and technically feasible. Additional fees, if any, for recovery of additional Recoverable Materials may be negotiated and implemented as a change in service fee in an amendment to this Agreement.

17. Liquidated Damages. Contractor understands that if Contractor does not timely perform its obligations pursuant to the terms of this Agreement, Town will suffer damages which are difficult to determine and adequately specify. The acts or omissions set forth in this Section 17 shall be considered a breach of the Contract. The Contractor shall be liable for the liquidated damage amount set forth herein upon any determination by the Town that performance has not occurred consistent with the provisions of the Agreement. The Town shall notify the Contractor in writing or electronically of each act or omission in this Agreement reported to or discovered

by the Town. It shall be the duty of the Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint. The Contractor agrees, in addition to any other remedies available to the Town, that the Town may deduct the full amount of any liquidated damages from any payment due to the Contractor. The remedy available to the Town under this paragraph shall be in addition to all other remedies which the Town may have under law or at equity.

17.1 Missed Collection. \$25 for each Missed Collection above two misses per Collection day, to be assessed at the end of each Collection month. A Missed Collection occurs when (A) a resident reports that their material was set at the curb by 6:00 AM, Local Time and was not collected; (B) the address was not reported by the Contractor as a late set-out or an improper set-out. Contractor may dispute the designation as a Missed Collection to the Contract Administrator. In the case of a dispute, the Contract Administrator's determination shall be final as to whether a set-out is a Missed Collection.

17.2 Missed Block. \$250 for each incident of the Contractor failing to pick up material on a block. A Missed Block occurs when one side of a street between cross streets or an entire cul-de-sac where residents from at least three households on that street report that they had their material out before 6:00 AM, Local Time and the material was not picked up; the material was properly sorted and the address was not reported by the Contractor as a late set-out. Contractor may dispute the designation as a Missed Block to the Contract Administrator. In the case of a dispute, the Contract Administrator's determination shall be final as to whether a block is a Missed Block.

17.3 Less than Majority Collected. \$2,500 for each incident for failure to complete a majority (50%) of the Collections on a given day.

17.4 Failed Spill Clean-up. \$250 for each incident for failure to clean up material spilled or littered by Contractor within six hours of verbal or written notification.

17.5 Failed Vehicle Maintenance. \$100 for each incident for failure to maintain vehicle in manner which prevents nuisances such as leaky seals or hydraulics.

17.6 Failed Correction of Missed Collection. \$250 for each incident for failure or neglect to collect materials from a Missed Collection location within the amount of time specified in this Agreement.

17.7 Failed Cart Maintenance. \$100 for each incident for failure to maintain Carts or Containers in proper working order ten days after notice has been provided by the Town.

17.8 Fail to Timely Complete Reports. \$250 for each incident for failure to timely provide a complete monthly or annual report.

17.9 Failure to Return Carts. \$100 for each incident for failure to return Carts or Containers to their original locations after collection. For the purposes of this subsection, "original location" shall mean within ten feet of the location at which the Cart was placed immediately prior to the Contractor picking it up for service. Contractor shall not be penalized

for any Carts returned to their original location which are subsequently moved by a third party.

17.10 Failure to Provide Updated Maps. \$50 per day for each day beyond 30 days after change in routing for failure to provide updated route maps to Town after change in routing.

17.11 Failure to leave Education Tag. \$100 for each incident for failure to leave an education tag when material that is inappropriately prepared is not collected.

17.12 Failure to Label. \$100 for each incident for distributing Carts without labels that include text and graphics depicting what materials may be placed in the containers.

17.13 Failed Customer Complaint Response. \$100 per Business Day thereafter per incident for failure to respond to any customer complaint received by the close of the following Business Day.

17.14 Failure to Document Customer Complaints. \$50 per Business Day thereafter per incident for failure to provide the Town with the required resolved customer complaint documentation.

17.15 Failure to Accept Materials. \$3,000 for each day for failure to be able to accept materials on any day after the date upon which service begins on which materials are to be collected.

17.16 Failed Reject Handling. \$500 for each occurrence for failure to handle Rejects in accordance with this Agreement.

Exceptions: For the purposes of this Agreement, the Contractor shall not be deemed to be liable for penalties where its inability to perform Collection Service is the result of conditions of Force Majeure as set forth in Section 25 of this Agreement, or inclement weather severe enough that trucks cannot safely take Collections, provided however, that the Contractor shall obtain the approval for the delay from the Town prior to 3:00 PM, Local Time of the scheduled Collection day.

17.17 Limitations on Scope of Agreement. The Agreement shall be exclusive except as to the categories of Solid Waste listed in this Section and only to the extent described herein. The granting of this Franchise shall not preclude the categories of Solid Waste listed below from being delivered to and Collected and transported by others provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from the Town that is otherwise required by law:

- A. Recyclable Materials source separated from Solid Waste by the Customer and for which Customer sells or is otherwise compensated by other Persons in a manner resulting in a net payment to the Customer;
- B. All Temporary Roll-off Box service;



- C. Temporary Bin service for the Collection of Construction and Demolition Waste;
- D. Roll-Off Box and Bin service provided at Non-Town Sponsored Events;
- E. Construction and Demolition Waste that is incidentally removed by a duly licensed construction or demolition Contractor or as part of a total service offered by said licensed Contractor or by the Town, where the licensed Contractor utilizes its own equipment and employees;
- F. Solid Waste, including Recyclable Materials, which is removed from any Premises by the Customer, and which is transported personally by the Customer off such Premises (or by his or her full-time employees) to a processing or Disposal Facility;
- G. Recyclable Materials and Waste which are source separated at any Premises by the Customer and donated to youth, civic, or charitable organizations;
- H. Waste removed from a Premises by a gardening, landscaping, or tree trimming Contractor utilizing its own equipment and employees as an incidental part of a total service offered by the Contractor rather than as a hauling service;
- I. Animal waste and remains from slaughterhouse or butcher shops for use as tallow;
- J. Collection services related to take-back programs in which manufacturers or retail establishments accept extended responsibility for Recycling goods produced or sold.
- K. Hazardous Waste, medical waste, and radioactive waste, regardless of its source; and,
- L. The casual or emergency Collection, removal, Disposal or diversion of Solid Waste by the Town through the Town's officers or employees.

The Contractor acknowledges and agrees that the Town may permit other Persons besides the Contractor to Collect any or all types of the Solid Waste listed in this Section without seeking or obtaining approval of the Contractor under this Agreement. Town may enter into agreements with other entities for the solid waste and Recycling services not provided for in this Agreement, including but not limited to, Disposal of street sweeping debris and Waste from Town landscaping maintenance operations, contract services, "niche" Recycling Services, and Hazardous Household Waste pickups.

The Contractor is granted the right and privilege to Collect, transport, or process and Dispose of Solid Waste only as is consistent with State and federal laws, now and during the term of the

Franchise, therefore, the scope of this exclusive Franchise shall be limited by current and developing State and federal laws with regard to Solid Waste handling, exclusivity of Franchise, control of Recyclable Materials, Solid Waste flow control, and related doctrines. In the event that future interpretations of current law, new legislative enactments or developing legal trends limit the ability of the Town to lawfully permit the scope of Franchise services set forth herein, the Contractor agrees that the scope of the work will be limited to those services and materials which may lawfully be provided for under the Agreement, and that the Town shall not be responsible for any lost profits which are claimed by the Contractor to arise from such further limitations upon the scope of the Agreement as set forth herein. In such an event, it shall be the sole responsibility of the Contractor to minimize the financial impact to the services being provided, to the fullest extent possible.

17.18 Town's Right to Acquire Services. The Contractor acknowledges and agrees that the Town may permit other Persons besides the Contractor to provide additional Solid Waste services not otherwise contemplated under this Agreement. If, pursuant to this Agreement, the Contractor and the Town cannot agree on terms and conditions of such additional or expanded diversion services within ninety (90) days from the date when the Town first requests a proposal from the Contractor to perform such services, the Contractor acknowledges and agrees that the Town may permit Persons other than the Contractor to provide such services.

17.19 Clean-Up Days. The Town usually sponsors one (1) clean-up day per year. The Contractor agrees that it shall cooperate with the Town to fulfill any requirement necessary for the Contractor to provide services for this effort. These services shall include at a minimum the following: household hazardous waste, batteries, tires, scrap metal, electronics and those items not typically and/or excluded from the services of this Contract. Notwithstanding the Commencement Date of July 1, 2013, Contractor agrees to provide services for a clean-up day prior to the Commencement Date which will be mutually agreed upon by the parties.

17.20 Annexations. This Agreement extends to any territory annexed to the Town during the term of this Agreement which is not within the service area for another solid waste enterprise. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law, and the Town agrees that it shall cooperate with the Contractor to fulfill any requirement necessary for the Contractor to service the annexed area consistent with this paragraph. The Town is developing and as such customers are constantly added/deleted as a result of growth and the demographics of its citizens.

17.21 Holiday Tree Collection Program. Contractor shall operate and notify Customers about an annual Holiday Tree Collection and Recycling program. The program shall include both Collection from Single Family and Multi-Family Customers. Collection period shall be from the first Collection day after December 25 and ending on the second Saturday in January. The Contractor shall reasonably cooperate with the Town in the scheduling and operation of the Holiday Tree Collection program. Trees must be cut into lengths no longer than seven (7) feet, be free of ornaments, garlands, and tinsel, and stands must be removed. Trees shall be diverted from Disposal. The Town shall provide Contractor reasonable advance notice of the location to be used for the Holiday Tree Collection Program.

17.22 Emergency Collection and Disposal Service. Contractor will assist Town at the Town's request for emergency Collection and Disposal service in the event of major

disaster, such as an earthquake, storm, wind storm, riot or civil disturbance, or as otherwise determined necessary by the Town, by providing Collection vehicles and drivers normally assigned to the Town, at the rates provided. The rate for this service is to remain fixed for the term of the Agreement.

17.23 Special Event Collections. Contractor will assist the Town at no charge at the Town's request in providing Solid Waste collection services at special events as identified by the Town, provided that the Town provides Contractor with reasonable notice of such Special Events at least ten (10) calendar days prior thereto.

18. Performance Guaranty. Contractor shall furnish the Town with a Performance Bond covering faithful performance of this Agreement. The bond shall be submitted within 45 days following the Effective Date, but in no event later than the Commencement Date. The Bond shall be in an amount not less than the annual value of this Agreement and in a form approved by the Town Attorney. The term of the Bond shall be not less than one year beginning on the Commencement Date. The Contractor shall furnish the Town with a renewal of the Bond for an additional term of not less than one year from the expiration date of the Bond then in effect for each year this Agreement is in effect. The renewal of the Bond shall be submitted at least 30 days prior to the expiration date of the Bond then in effect. Notwithstanding the foregoing, the Surety shall not be obligated to renew the Performance Bond for any successive year. Non-renewal shall not be construed as a default by the Contractor under the bond and shall not be actionable under any bond provided. The Performance Bond shall be limited to one and only one surety which shall be issued by a Surety Contractor authorized to do business in the State of Arizona and have A.M. Best rating of "A" or better and the "T" Underwriting limitation is not exceeded by this Bond.

19. Taxes. Contractor shall be responsible for and shall pay all sales, consumer, use and other taxes. When equipment, materials or supplies generally taxable to the Contractor are eligible for a tax exemption due to the nature of the item, Contractor shall assist Town in applying for and obtaining such tax credits and exemptions which shall be paid or credited to Town.

20. Compliance with Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remain in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services including the following: (i) existing and future Town and County ordinances and regulations, (ii) existing and future State and Federal laws, (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards, (iv) applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement and (v) requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

21. Compliance with Municipal Code. The Contractor shall comply with those provisions of the municipal code of the Town which are applicable, and with any and all amendments to such applicable provisions during the term of this Agreement.

21.1 The Municipal Town Code Chapter 52 entitled and known as the "Solid Waste Ordinance of the Town of Florence" has been excerpted and criteria contained therein is

included below. In order to protect the health and safety of the citizen of the Town and to protect the environment by establishing minimum standards for the storage, collection, treatment, transportation, processing and disposal of Solid Waste; adherence to the provisions of Chapter 52 of the Town Code is required.

### 21.2 Responsibility for Solid Waste and Recyclables

A. The responsible party of any premises shall be responsible for their solid waste or recyclables until the solid waste or recyclables are collected by the Town of Florence agents of the Town of Florence or licensed solid waste haulers.

B. The responsible party of any premises shall be responsible for the sanitary conditions of the premises, business establishment or industry, and for the proper storage, containment and placement for collection of all solid waste and recyclables. Except as provided in this chapter, it shall be a violation for any person to bury, dump, dispose or release upon any street, alley, right-of-way or public land, any solid waste or recyclables, including construction and demolition solid waste and tires.

### 21.3 Solid Waste or Recyclables Container Requirements

A. *General statement.* The responsible party of any premises shall be responsible for the sanitary condition of the premises and for the proper storage, containment and placement for collection of all solid waste and recyclables. All solid waste and recyclables shall be stored in a manner that does not present a health or safety hazard or public nuisance, including, but not limited to the breeding of insects. No person shall place, deposit or allow to be placed or deposited on his or her premises or private property or any public street, alley or right-of-way any solid waste or recyclables except in a manner prescribed in this chapter.

#### B. *General requirements.*

1. All responsible parties using or occupying any dwelling unit, commercial, industrial or institutional establishment or grounds within the corporate limits of the Town of Florence where solid waste and recyclables accumulate, shall contain their solid waste and recyclables in watertight and fly-tight containers.

2. Solid waste shall be stored, collected and hauled for disposal in accordance with the State Department of Health Services and State Department of Environmental Quality Regulations.

3. It is the container users' and responsible parties' responsibility to properly contain solid waste or recyclables generated on their premises and to keep the area around the container continuously clear and free of all debris. If the property has alley solid waste service, the term **AREA** includes the alley.

4. A minimum service level of no less than one-fourth cubic yard per dwelling unit, collected twice weekly, is required for all residential establishments. One-fourth cubic yard is equivalent to 50 United States gallons or one-half of a Town of Florence 96-gallon curbside collection container.

5. All solid waste and recycling containers shall be maintained in a sanitary condition. Containers shall not be stored or maintained in such a manner as to constitute a nuisance, health or safety hazard.

6. It shall be unlawful for any person not authorized by the responsible party to remove, collect or disturb the solid waste and recyclables stored in the containers or to remove from a solid waste or recycling container any solid waste or recyclables set out for collection and disposal by the Town of Florence or agents of the town or licensed solid waste haulers. This prohibition does not apply to law enforcement officers acting within the scope of their official duties.

7. It shall be unlawful for any person to utilize the solid waste or recycling containers or receptacles assigned to other persons for the disposal of solid waste or recyclables without their permission. This does not apply to the automated solid waste or recycling collection system where residents share the use of common containers.

8. The lids or covers of any solid waste and recycling containers shall at all times be kept secure in such a manner to prevent intrusion or moisture, infestation of insects and scattering of solid waste or recyclables. Covers shall be kept closed except when containers are being loaded or emptied. Each container shall be placed on or adjacent to the property of the authorized user at a location approved by the Director.

9. Location of containers in alleys. Containers used for storage of solid waste and recyclables shall be placed as follows:

a. Containers shall be located on one side of the alley, as determined by the Director.

b. No container shall be placed so as to restrict egress from an exit door or beneath a fire escape. No container shall be placed under a street floor window unless the window is of fire-resistant construction.

10. Non-alley containers shall be located in such a manner to not interfere with pedestrians or vehicles at a location approved by the Director.

11. All boxes, cartons and crates shall be collapsed before being placed in containers. Ashes shall be soaked with water to extinguish any live embers and contained in tied bags before placement in containers.

12. Explosive or flammable materials of any kind shall not be placed in any solid waste recycling container.

13. Corrosives, reactives, oxidizers, lead acid batteries or any hazardous waste shall not be disposed of in solid waste or recycling containers.

14. Pool chemical containers shall be emptied, rinsed, drained and moisture free prior to being placed in a solid waste or recycling container.

*C. Residential user requirements.*

1. All household solid waste and grass shall be bagged and securely tied before being placed in solid waste containers. Solid waste shall be drained of all liquids and tied in waterproof bags before being placed in solid waste containers.

2. Construction and demolition solid waste shall not be placed in a solid waste or recycling container. If the construction and demolition solid waste is generated, the responsible party is responsible for the removal and disposal of the solid waste. All construction and demolition solid waste shall be removed promptly and shall not be stored in any location where it may blow or otherwise dispersed beyond the construction site. The Town of Florence may, upon request from the responsible party, provide containers for the construction and demolition solid waste for a different and separate fee.

3. It shall be unlawful to place material in any solid waste or recycling container of a volume or weight which prevents the collection vehicle from emptying the container or which damages the collection vehicle or container. Maximum weight of material placed in any 90- to 100-gallon container shall not exceed 200 pounds. Maximum weight of material placed in a 300-gallon container shall not exceed 500 pounds.

4. It shall be unlawful for any person not authorized by the town to utilize, for other than its intended purpose, the lid from any solid waste or recycling container.

#### 21.4 Residential Bulk Trash Placement and Collection Services.

A. It shall be unlawful to place bulk trash out for collection more than one week prior to the scheduled placement date. The one week period includes the two weekends prior to the scheduled placement date.

B. Bulk trash shall be placed out for collection no later than 6:00 a.m. on the scheduled placement date.

C. Bulk trash placed out for collection shall be in neat stacks.

D. Bulk trash placed in alleys shall be placed adjacent to the property line. Bulk trash placed out for curbside collection shall be placed on the resident's property, parallel to the street or curb. Bulk trash shall not be placed on the sidewalk or in the street.

E. Bulk trash shall not be placed within five feet of any fixed object, solid waste or recycling container, or in any manner which would interfere with or be hazardous to pedestrians, bicyclists, equestrians or motorists.

F. The amount of bulk trash placed for collection shall not exceed a total uncompacted volume of 20 cubic yards.

G. Items of bulk trash which are acceptable for normal residential collection are:

1. Tree limbs and branches less than four feet in length and 12 inches in diameter;
2. Palm fronds;
3. Metal materials 20 pounds or less;

- length;
4. Pipe less than one inch in diameter and less than four feet in length;
  5. Cardboard boxes;
  6. Bagged or boxed leaves, weeds, grass, small hedge and vegetation clippings;
  7. Manufactured items, such as washers, dryers, hot water heaters and appliances and equipment not containing refrigerants;
  8. Twenty-five pounds or less of construction and demolition solid waste generated by a resident;
  9. Hedge clippings, such as oleanders; and
  10. Rubbish consisting only of cardboard, wooden boxes, brush, furniture, appliances, weeds and cuttings from trees or shrubs may be kept separately, without depositing in containers. Bulk materials, such as leaves and lawn clippings, if not placed in containers, shall be in a sack or receptacle for ease of loading. Compost piles may be maintained for fertilization purposes and matter used for fertilization purposes only be transported, kept and used. Nothing in this section shall be construed as to permit the violations of any provision of this code, any ordinance or any rule or regulation of the Department.

H. Items of bulk trash which are not acceptable for normal residential collection include:

1. More than 25 pounds of construction and demolition solid waste generated by a resident or any amount generated by a contractor;
2. Vehicles or equipment parts in excess of 20 pounds;
3. Metal material in excess of 20 pounds;
4. Tires;
5. Pipe over one inch in diameter or over four feet in length;
6. Cement, cement blocks, bricks, asphalt, stones and dirt; and
7. Lead acid batteries.

22. Pinal County Garbage Collection Variance Plan Application. Approval must be obtained from the County's Environmental Health Department in conjunction with the Arizona Department of Environmental Quality for a variance transitioning to the collection and disposal of recycling materials prior to the start of operation. This shall be accomplished by assisting the Town with the variance request. Contractor shall obtain all necessary approvals, permits and variances for Town prior to the Commencement Date. The variance may be amended from time to time pursuant to section 31.9 of this Agreement. Contractor shall indemnify the Town against all penalties, fines or fees which result from a failure to obtain the variance prior to the Commencement Date.

## 23. Town Inspection Rights.

23.1 Town's Right to Inspect Records, Books, Data and Documents. The Town or any of its duly authorized representatives shall have access, within 24 hours of notification, to all books, records, data and documents of the Contractor for inspection and audit, at Town's expense. Additionally, the Contractor shall give the Town written notice of any other professional relationships it enters into with the Town or any of its agencies or component units during the period of this Agreement.

23.2 Town's Rights to Inspect Facilities and Equipment. The Town or any of its duly authorized representatives shall have access, within 24 hours of notification, to inspect Contractor's facilities and equipment, including the Disposal Facility and Recycling Facility if operated by the Contractor, and perform such inspections, as Town deems reasonably necessary, to determine whether the services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Town shall conduct the inspection of facilities and equipment during hours of operation. Contractor shall make available to Town all reasonable facilities and assistance to facilitate the performance of inspections by Town's representatives.

## 24. Dispute Resolution.

24.1 Interpretation of Agreement. Except as provided otherwise in this Agreement and to the extent prohibited by law, the Contract Administrator shall be responsible for interpreting this Agreement to resolve disputes that may arise hereunder. The parties agree that any decision rendered by the Contract Administrator in connection with such matters shall be final and binding upon Contractor, the customer and the Town.

24.2 Definition of Claim. As used herein "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of the Agreement terms, or other relief, arising under or relating to this Agreement. A claim by the Contractor shall be made in writing and submitted to the Contract Administrator. When a controversy cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the Contract Administrator. The written request shall set forth all the facts surrounding the controversy.

24.3 Process for Dispute Resolution. In connection with any claim under this clause, the Contractor, at the discretion of the Contract Administrator, may be afforded an opportunity to be heard and to offer evidence in support of its claim. The Contract Administrator shall render a written decision on all claims within 30 Business Days of receipt of the Contractor's written claim, unless the Contract Administrator determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. If a decision is not issued within 30 calendar days, the Contract Administrator shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension. The Contract Administrator's decision shall be final and conclusive. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Agreement in accordance with subsection 24.4 below.



24.4 Operations during Dispute. In the event that any dispute arises between Town and Contractor relating to this Agreement performance or compensation hereunder, Contractor shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the Town, regardless of such dispute. The Contractor expressly recognizes the paramount right and duty of Town to provide adequate services to its residents and further agrees, in consideration of the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with Town in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute shall present the matter to mediation in the courts of Arizona. If mediation fails, Contractor shall present the matter to a court in Arizona. Notwithstanding the other provisions in this subsection, Town reserves the right to terminate this Agreement at any time whenever the service provided by Contractor fails to meet reasonable standards of the trade, after Town provides written notice to Contractor pursuant to Section 30 of this Agreement. Upon termination, Town may call the performance bond and apply the cash and surety bond for the cost of service in excess of that charged to Town by the firm engaged for the balance of the Agreement period.

25. Force Majeure. Except for any payment obligation by either party, if the Town or Contractor is unable to perform or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the Town or Contractor to correct the adverse effect of such event of force majeure. An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the Town or Contractor from performing any of its obligations (other than payment obligations) under this Agreement: acts of God, tornadoes, hurricanes, floods, sinkholes, fires and explosions (except those caused by negligence of Contractor, its agents and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, extremely abnormal and excessively inclement weather, acts of the public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances or national or international calamities and suspension, termination or interruption of utilities necessary to the operation of either the Disposal Facility or the Recycling Facility. In order to be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure.

26. Labor Unrest. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by the Contractor's employees or directed at the company will be considered an excuse from performance to the extent that Contractor meets the terms of this Section. Notwithstanding other remedies to which the Town shall be entitled under this Agreement in event of failure to perform, in the event of Contractor's failure to perform, or anticipated failure to perform, due to labor unrest, Contractor shall:

1) Provide a contingency plan to the Town within ninety (90) days of the execution of this Agreement demonstrating how services will be provided during the period of labor unrest. The contingency plan is subject to Town approval and Contractor shall amend the plan to meet Town requirements, including reasonably demonstrating how Town basic collection and sanitary needs will be met to the Town's satisfaction. The contingency plan shall address, at a minimum, the priority of Collection by customer type (residents, hospitals, restaurants, nursing homes, etc.)

and waste streams, additional Collection options to be provided (drop-off sites, etc.), source of additional personnel to be utilized and detailed communications procedures to be used.

2) Meet the requirements agreed to in the contingency plan.

3) Meet the requirements below:

Contractor shall meet all requirements under this section or Town may revoke any excuse from performance as offered herein and may further choose to use the enforcement provisions of this Agreement, in which case Contractor is not excused from performance and Contractor shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events.

27. Procedures In Event of Excused Performance. The party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this section. Throughout service disruption, Contractor shall:

1) Provide Town with a minimum of daily service updates.

2) Shall notify Customers on a real-time basis as to alternative Collection procedures. At a minimum, Contractor shall update its website and shall provide ongoing updates to Town for use on its website, and a “reverse 911” contact method to reach all possible Customers. Should enhanced contact technologies become available, Contractor shall use such methods upon approval from Town.

The interruption or discontinuance of the Contractor’s services caused by one or more of the events excused shall not constitute a default by the Contractor under this Agreement. Notwithstanding the foregoing, however, if the Contractor is excused from performing its obligations hereunder for any of the causes listed in this section for a period of thirty (30) days or more, the Town shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days’ notice.

28. Indemnification. To the fullest extent permitted by law, the Contractor, as Indemnitor, shall indemnify, defend and hold Town, its officers, officials, employees, agents and volunteers ("Indemnitees") harmless from and against any and all liability, claims, losses, suits, actions, damages and expenses (including court costs, attorneys fees, and costs of claim processing, investigation and litigation (collectively "Claims") for any bodily injury, sickness, loss of life or loss or damage to property including loss of use, or any violation of any Federal, state or local law or ordinance or other cause related to or arising out of Contractor's performance of its obligations pursuant to the terms of this Agreement, caused, in whole or in part by the negligent or intentional acts or omissions of Contractors, its owners, officers, directors, employees, subcontractors or agents on account of the performance of this Agreement. This indemnity includes any claim or amount arising out of or recovered under the Workers Compensation Law or arising out of the failure of Indemnitor to conform to any Federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Indemnitor from and

against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

29. Insurance.

29.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

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

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

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

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

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

G. Policy Deductibles and/or Self-Insured Retentions. The policies

set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

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

**Town of Florence Insurance Requirements for Contractors**

|                               |   |                           |
|-------------------------------|---|---------------------------|
| Employer’s Liability          |   | \$1,000,000               |
| Contractors General Liability |   |                           |
| a.                            | General Aggregate                                   | \$2,000,000               |
| b.                            | Products – Completed Operations Aggregate           | \$2,000,000               |
| c.                            | Personal and Advertising Injury                     | \$2,000,000               |
| d.                            | Each Occurrence (Bodily Injury and Property Damage) | \$2,000,000               |
| e.                            | Excess or Umbrella Liability                        |                           |
|                               | 1.) General Aggregate per job                       | \$3,000,000               |
|                               | per policy year                                     | \$5,000,000               |
|                               | 2.) Each Occurrence per job                         | \$3,000,000               |
|                               | per policy year                                     | \$5,000,000               |
| Automobile Liability          |   |                           |
| a.                            | Bodily Injury:                                      |                           |
|                               | Each Person   | \$1,000,000               |
|                               | Each Accident                                       | \$1,000,000               |
| b.                            | Property Damage                                     |                           |
|                               | Each Accident                                       | \$1,000,000               |
| c.                            | Combined Single Limit 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.

30. Termination; Cancellation.

30.1 By the Town for Cause. In the event there should occur any Material Breach or Material Default in the performance of any covenant or obligation of Contractor which has not been remedied within 30 days after receipt of written notice from the Town specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within 30 days, provided that the Contractor has undertaken the cure within such 30 days and proceeds diligently thereafter to cure in an expeditious manner; provided further that such cure period shall not exceed 90 days), the Town may if such breach or default is continuing, terminate this Agreement upon written notice to the Contractor. The following events shall, without limitation, constitute a Material Breach or a Material Default by Contractor for purposes of this Section: (i) contractor shall abandon as hereinafter defined, the performance of Collection Services for a period of five consecutive calendar days unless caused by event of Force Majeure. As used herein, the term "abandon" shall refer to voluntary cessation of performance of Collection Service or operation of the Disposal Facility or Recycling Facility; (ii) the failure of Contractor to process Recyclables for a period of five consecutive calendar days at any time after the Commencement Date; (iii) if the Contractor's hazardous substance contingency plan as required by this Agreement hereof shall fail to comply with all Federal and State regulations regarding the handling of hazardous waste; (iv) the failure of Contractor to pay amounts owed to the Town under the terms of this Agreement within 14 calendar days after such amounts become finally due and payable; (v) if Contractor does not pay its debts when they become due; or shall have filed, or consented by answer or otherwise to the filing against it of a petition for relief or reorganization under the bankruptcy or insolvency law of any jurisdiction; shall make an assignment for the benefit of its creditors in lieu of taking advantage of any such bankruptcy or insolvency law; shall consent to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; shall be adjudicated insolvent or shall take corporate action for the purpose of any of the forgoing; and (vi) the default by Contractor with respect to any obligation to any third party pertaining to the Contractor or to Collection Services, which may permit any third party, either immediately or following notice and/or the passage of time to accelerate the maturity of any obligation of the Contractor, to assume control of the Contractor or take possession of or to transfer or caused to be transferred to any third party any portion of the assets of the Contractor, but only if such default materially interferes with or prevents Contractor's performance under the terms of this Agreement.

A. Failure to Cure. If the Contractor shall fail to cure its Breach or Default as specified in this Section, the Town may terminate this Agreement upon ten days written notice. In such case, the Contractor shall not be entitled to receive further payment for services rendered from the effective date of the notice of termination.

B. Notice of Termination. Upon receipt of Notice of Termination, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise, deliver or otherwise make available to Town all data, drawings, specifications, reports, estimates, summaries, such other information as may have been required under the terms of Agreement whether completed or in process.

C. Town's Right to Mitigate. In addition, Town may enter into a separate contract for the completion of the Agreement, according to its terms and provisions, or use such other methods as in Town's sole opinion shall be required for the completion of the Agreement. All damages, costs and charges incurred by Town, together with the cost of completing the terms and provisions of the Agreement, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed the unpaid balance, then Contractor shall be liable and shall pay to Town the amount of such excess.

D. Contractor Not in Breach. If after Notice of Termination it is determined for any reason that Contractor was not in Breach or Default, then the rights and obligations of the Town and the Contractor shall be the same as if the Notice of Termination had not been issued pursuant to the termination for cause clause as set forth in paragraph 1 of this Section.

30.2 For Town's Convenience. If, during any 12 month period during a Term of the Agreement, Contractor shall incur liquidated damages pursuant to section 17 above in excess of \$2,500.00, the Town may terminate this Agreement. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the Town to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the Town's election to terminate this contract in whole or in part for its convenience.

30.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

30.4 Transition to the Next Contractor. If the transition of services to another Contractor occurs through expiration of term, default and termination, or otherwise, the Contractor will cooperate with the Town and subsequent Contractor's to assist in an orderly transition which will include, but not be limited to, the Contractor providing detailed route lists, billing and service-level information and other operating records needed to service all properties covered by this Agreement. The failure to cooperate with Town following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

Contractor shall be responsible for coordinating transfer immediately after Contractor's final pickups, so as not to disrupt service. Contractor shall provide Town with detailed route sheets containing service names and addresses, Billing names and addresses, monthly rate and service levels (number and size of Containers and pickup days) at least 90 days prior to the transition date, and provide an updated list two weeks before the transition and a final list of changes the day before the transition. Contractor shall provide means of access to the new service provider at least one full Working Day prior to the first day of Collection by another

party, and always within sufficient time so as not to impede in any way the new service provider from easily servicing all Containers.

Contractor shall cooperate in good faith with Town and any new service provider in scheduling exchanges of Contractor containers with containers provided by the new service provider so as to assure that customers neither need to find storage for two sets of containers nor go without a container for an inconvenient length of time.

30.5 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. The Town may cancel this Agreement without penalty or further obligation by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

30.6 Gratuities. The Town may, by written notice to the Contractor, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is cancelled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor an amount equal to the gratuity.

30.7 By Contractor For Cause. In the event there should occur any Material Breach or Material Default in the performance of any covenant or obligation of Town which has not been remedied within 30 days after receipt of written notice from the Contractor specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within 30 days, provided that the Town has undertaken the cure within such 30 days and proceeds diligently thereafter to cure in an expeditious manner), the Contractor, may if such breach or default is continuing, terminate this Agreement upon written notice to the Town. The following events shall, without limitation, constitute a Material Breach or a Material Default by Town for purposes of this Section: (i) The failure of Town to pay amounts owed to the Contractor under the terms of this Agreement within 45 days after such amounts become finally due and payable or (ii) If Town shall have filed, or consented by answer or otherwise to the filing against it of, a petition for relief or reorganization under the bankruptcy or insolvency law of any jurisdiction; shall make an assignment for the benefit of its creditors in lieu of taking advantage of any such bankruptcy or insolvency law; shall consent to the appointment of custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; shall be adjudicated insolvent or shall take official action for the purpose of any of the foregoing.

A. Failure to Cure. If Town shall fail to cure its Breach or Default as specified, the Contractor may terminate this Agreement upon ten days written notice. In such case, the Town shall not be entitled to receive further payment from the Contractor from the effective date of the Notice of Termination.

B. Damages. All damages, costs and charges incurred by Contractor,

together with the cost of completing the terms and provisions of the Agreement, shall be deducted from any monies due or which may become due to Town. In case the damages and expenses so incurred by Contractor shall exceed the unpaid balance, then Town shall be liable and shall pay to Contractor the amount of such excess.

31. Miscellaneous.

31.1 Survival. Any rights either party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.

31.2 Joint Preparation. The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

31.3 Further Assurance. Contractor and Town agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it in order to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

31.4 Time of the Essence. For purposes herein, the parties agree that time shall be of the essence of this Agreement and the representations and warranties made are all material and of the essence of this Agreement.

31.5 Captions and Section Headings. Captions and section headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

31.6 No Waiver. No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

31.7 Exhibits. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated into this Agreement by reference.

31.8 Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed scope of work. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Agreement.



31.9 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor. Any amendments must in all respects comply with applicable provisions of the Florence Town Code.

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

31.11 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect by a Court of competent jurisdiction, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action remain in full force and effect.

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

31.13 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the Town signed by the Town Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the Town signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. This Agreement and the rights and obligation contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

31.14 Subcontracts. This Agreement and any permits required for performance of the Agreement may not be assigned, subcontracted, conveyed, or otherwise disposed of without the prior, written approval of the Town, which will not be unreasonably withheld. No such assignment or subcontracting shall relieve Contractor of its liability under this Agreement. In the event Contractor elects to use any subcontractors, this does not relieve Contractor from any prime responsibility of full and complete satisfactory and acceptable performance under any awarded Agreement.

31.15 Rights and Remedies. No provision in this Agreement shall be construed,

expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

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

31.17 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

31.18 Offset.

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

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

31.19 Notices and Requests. Unless a specific time frame for notice is otherwise specifically set forth in this Agreement, any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

If to the Town:                  Town of Florence  
   P.O. Box 2670  
   775 North Main Street  
   Florence, Arizona 85132  
   Facsimile: (520) 868-7564  
   Attn: Town Manager

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

Facsimile: (520) 868-7564  
Attn: Town Attorney

If to Contractor:

Right Away Disposal  
3755 South Royal Palm Road  
Apache Junction, AZ 85119  
Telephone: (480) 277-8978  
Facsimile: 480-983-9102  
Attn: Bart Powell, Owner

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

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

31.21 Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 31.22 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 31.22 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to

Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

31.22 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all Federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

31.23 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

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

31.25 Use by Other Governmental Entities. This Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents and political subdivisions of the State. Any usage by other entities must be in compliance with applicable laws, ordinances, charters, and rules and regulations of the respective entity and must be approved by the City and Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

**TOWN OF FLORENCE, an Arizona municipal corporation (the "Town")**

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

\_\_\_\_\_  
Date

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**RIGHT AWAY DISPOSAL, LLC, an Arizona limited liability corporation, (the "Contractor")**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

The foregoing SOLID WASTE SERVICES AGREEMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, of RIGHT AWAY DISPOSAL, L.L.C., an Arizona limited liability company, and being authorized to do so, executed the foregoing instrument on behalf of the company for the purposes therein stated.

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

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

My Commission Expires:

\_\_\_\_\_

## **EXHIBITS**

|           |  |
|-----------|--|
| Exhibit A | Solid Waste Services Request for Proposals (RFP) |
| Exhibit B | Solid Waste Services Proposal                    |
| Exhibit C | Prices   |

**EXHIBIT A**

**Solid Waste Services Request for Proposals  
(RFP)**

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RFP

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*Solid Waste Services  
Agreement*





## **NOTICE OF REQUEST FOR PROPOSAL FOR SOLID WASTE SERVICES, FLORENCE, ARIZONA**

Project Name: Solid Waste Services

Bid Due Date and Time: Thursday, July 26, 2012; 2:00 p.m. local Arizona Time

Proposal Submittal Location: Town Clerk, 775 N. Main Street, Florence, AZ 85132

Proposal Mailing Address: Town Clerk, P.O. Box 2670, Florence, AZ, 85132

Town Staff Contact: Jess Knudson, Deputy Town Manager (520) 868-7541 or Wayne J. Costa, P.E. (520) 868-7617

RFP available at: Town of Florence Website ONLY (at no charge) <http://www.florenceaz.gov/rfp>

Hard copies are available for viewing at Town Clerk's Office and the Public Works Receptionist Office

Note: There will be a Pre-Bid Conference at the Town of Florence Council Chamber, 775 N. Main Street, Florence, AZ 85132 on Wednesday, July 11, 2012.

Date and Location for Submittal: Sealed Proposals will be received at the Town Clerk's Office, 775 N. Main Street, Florence, AZ 85132 by 2:00 p.m., local time, Thursday, July 26, 2012.

Proposals must be submitted in a sealed envelope clearly marked as "Solid Waste Services Proposal". The Proposal must include all information listed in the RFP in the order listed. Any Proposal received after the time specified will be returned unopened.

Proposals received by the correct time and date will be opened publicly and NOT READ at the Town of Florence, 775 N. Main Street, Florence, AZ

Solicitation Description: The Town of Florence (the "Town") is issuing this Request for Proposals (this "RFP") seeking proposals (each a "Proposal") from qualified entities (each a "Proposer") with demonstrated experience and qualifications to provide curbside solid waste collection and disposal services, bulk waste collection and disposal services, recycling services and sludge hauling services within the corporate limits of the Town. The Town will accept competitive sealed Proposals for the Services. The Town specifically reserves the right to award a contract for any portion of the Services, and Proposals must indicate the rate for Solid Waste Services both with and without recycling included.

RFP Format: Each Proposal received must be in accordance with the format and information provided with the Request for Proposal package. Any submittal that does not conform in all material respects in what is outlined in the RFP may be considered nonresponsive.

Right to Reject Proposal(s): The Town of Florence reserves the right to waive any irregularities in all submittals and readvertise or cancel the services requested in its' entirety, at its' sole discretion. Florence will not be responsible for any cost incurred by any firm submitting a Proposal or responding to this notice.

EXHIBIT A  
TO  
SOLID WASTE SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FLORENCE  
AND

---

[RFP]

See following pages.



**REQUEST FOR PROPOSALS  
FOR  
SOLID WASTE SERVICES**

Town of Florence  
P.O. Box 2670  
Florence, Arizona 85132

**SOLICITATION INFORMATION AND SCHEDULE**

Release Date: **June 21, 2012**

Advertisement Dates: **June 21, 2012 and June 28, 2012**

Final Date for Inquiries **July 19, 2012**

Pre-Submittal Conference: **July 11, 2012**  
**9:00 a.m. (local time, Phoenix, Arizona)**  
Council Chambers  
775 N. Main Street  
Florence, Arizona 85132

Due Date and Time: **July 26, 2012**  
**2:00 p.m. (local time, Florence, Arizona)**

Town Representatives: **Jess Knudson:**  
[jess.knudson@florenceaz.gov](mailto:jess.knudson@florenceaz.gov)  
**(520) 868-7541**

**Wayne J. Costa, P.E.:**  
[wayne.costa@florenceaz.gov](mailto:wayne.costa@florenceaz.gov)  
**(520) 868-7617**

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| 27. Procedures In Event of Excused Performance                                  | B37 |
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# **SECTION A**

## **RFP Process**



I. RFP PROCESS

1.1 Purpose. The Town of Florence (the "Town") is issuing this Request for Proposals (this "RFP") seeking proposals (each a "Proposal") from qualified entities (each a "Proposer") with demonstrated experience and qualifications to provide curbside solid waste collection and disposal services, bulk waste collection and disposal services, recycling services and sludge hauling services within the corporate limits of the Town (the "Services"), as more particularly set forth below and described in the sample Solid Waste Services Agreement attached hereto and incorporated herein by reference, The Town will accept competitive sealed Proposals for the Services. The Town specifically reserves the right to award a contract for any portion of the Services, and Proposals must indicate the rate for Solid Waste Services both with and without recycling included.

1.2 Estimated Service Units. The estimated service units contained in this section represents, to the best of the Town's knowledge, the estimated number of service units to be served under the terms of the Agreement. However, the number of service units to which Services are to be provided under the Agreement, are approximate and do not constitute a guarantee by the Town as to the exact number or category of service units to be served.

Estimated Quantities

|                      | 2011       | 2010      | 2009      |
|----------------------|------------|-----------|-----------|
| Solid Waste          | 4,181,88 T | 4106.26 T | 3943.80 T |
| Bulk Waste Trash     | 1,375,09 T | 1453.72 T | 1286.33 T |
| Brush Waste Recycled | 8,260 cy   | 5,950 cy  | 4,310 cy  |

A. Residential Service Units. The Town estimates the total Residential Service Units in the Town that may be provided Residential Solid Waste Services and Residential Recycling Services to be approximately 3,200. The Town's estimates are not meant to be exact and no warranties or guaranties of any number customers or specific schedule for adding or subtracting customers is given. The Town may, in its sole discretion, change the numbers of customers to be served and the schedule for adding (or subtracting) customers and may expand or reduce service as the Town deems appropriate.

1. A Town map is attached hereto as Exhibit 1. The estimated 3,200 total residential units within the corporate limits of the Town should be used for the purpose of preparing proposals. A more detailed residential unit list will be made available prior to execution of the Agreement.

2. The Town estimates that 30% of Florence residents are part-time based upon data utilized by the Florence Sanitary Division. The Town has not independently verified this estimate. The Town is also not able to provide information as to how many of the part-time residents live in single-family detached homes (requiring individual Carts) as opposed to multifamily homes that do not utilize individual Carts for the residents.

3. The Agreement has been modified to allow for collection four (4) days per week, and shall be governed by Subsection 8 of the Agreement. Regular collection shall occur Monday through Thursday.

4. The selected Contractor will be responsible for all compliance monitoring and

inspection necessary pursuant to the Town's variance with the Pinal County Environmental Health Division.

5. The Town's intent is that the Initial Term of the Agreement will be five years, with the three additional one-year option terms thereafter. Upon execution, the Effective Date and the Expiration Date will be established and set forth in the Agreement.

6. Option to Renew. After the Initial Term, Town shall have the option at its sole discretion to renew this Agreement for up to three additional one-year terms (each, a "Renewal Term"). The Initial Term and any Renewal Terms shall be collectively referred to herein as the "Term." To exercise its option, Town shall provide written notice to Contractor not later than 60 calendar days preceding the scheduled date of expiration of the then-current Term. This provision in no way limits the Town's right to terminate this Agreement at any time during the Term pursuant to the applicable provisions of this Agreement.

7. Contractor shall establish a procedure for addressing delinquent accounts and shall be solely responsible for courteous resolution of any collection matters. The Contractor shall be permitted to pick up the Solid Waste Cart and Recycling Cart from any Residential Service Unit for which fees for service have become delinquent by more than 60 days after the first notice of delinquency by the Contractor to the customer.

8. All Florence residents living in homes that receive curbside Collection shall be required to participate in recycling.

9. The Town intends to mandate Solid Waste Services and Recycling Services required to be offered by the Contractor, but participation by residents is voluntary.

10. The Town will consider centralized billing through the Town. The Contractor is solely responsible for the billing and collecting system.

B. Sludge Hauling. The Town of Florence operates two (2) wastewater treatment plants with the following required process resulting in sludge hauling.

- Dewatered sludge or "cake" conveyed from a belt filter presses into a dumpster
- Secondary process grit removal conveyed to a dumpster
- Primary process treatment resulting in screenings placed and/or conveyed into a dumpster

1. Contractor Requirements: Based on estimates from the plant design team, the plant will produce an estimated 1,361 dry tons of biosolids per year, or 206 wet tons per year under the upgraded design. The plant's belt filter presses will be operated from 6:00 a.m. to 2:30 p.m. Monday through Friday, with the exception of Holidays. Filter press operations will not be conducted on Saturday, Sunday and Holidays.

Contractor must be licensed in the state of Arizona to receive and handle class B biosolids. Contractor must possess all of the necessary equipment to successfully fulfill the below listed work requirements. Contractor must have contracts in place with or already own lands licensed



with the state of Arizona to receive class B sludge as described under 40CFR part 503 for land application.

Sludge from the pond will be pumped into one of two 3-belt filter presses for dewatering and additional thickening. Belt filter presses will operate for approximately 8 hours per day during the normal workweek of Monday through Friday. Pressing operations will begin at 8:00 a.m. and end around 3:00 p.m. The belt filter presses are designed to handle 450 gallons per minute and have polymer blending systems to assist in the thickening and dewatering of sludge. Dewatered sludge will be transferred from the belt filter presses along a conveyor to a dumpster (truck to be provided by offeror). Depending on operations of the belt filter presses and polymer addition and type, the cake will vary in total solids content but is estimated to be pressed to at least 16% total solids.

1.3 Preparation/Submission of Proposal. Proposers are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Proposals. The Town shall consider as "irregular" or "non-responsive" and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the Town to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection.

B. Submittal Quantities. Interested parties must submit **one (1) original** and seven (7) copies (**eight (8) total submittals**) of the Proposal. In addition, interested parties must submit **one (1) original copy** of the Proposal on a CD-ROM (or electronic media approved by the Town) in printable Adobe or Microsoft Word format (or other format approved by the Town). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

C. Required Submittal. The Proposal shall be submitted with a cover letter with an **original ink signature** by a person authorized to bind the Proposer. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Proposer shall be considered non-responsive. The Proposal shall be a maximum of fifteen (15) pages to address the Proposal criteria (excluding resumes, the required Forms and safety and health evaluations, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. A cover, a back, a table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. The minimum allowable font for the Proposal is **11 pt**. Failure to adhere to the page limit and size criteria and font shall size result in the Proposal being considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

D. Proposer's Responsibilities. All Proposers shall (A) examine the entire RFP, (B) seek clarification of any item or requirement that may not be clear, (C) check all responses for accuracy before submitting a Proposal and (D) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be considered, A Proposer submitting a late Proposal shall be so notified. Negligence in preparing a Proposal confers no right of withdrawal after the Proposal Due Date and Time. Each Proposer shall make its own examination, investigation and research regarding the proper method of performing the Services, including all conditions affecting the work to be done, the labor, equipment and materials and the quantity of the work to be performed. The Proposer agrees that it has satisfied itself by Proposer's own investigation and research regarding all of such conditions and that Proposer's conclusion to



enter into the Agreement and execution of the Agreement is based upon such investigation and research and that Proposer shall make no claim against the Town because of any of the estimates, statements or interpretations made by any officer or agent of the Town which may prove to be erroneous in any respect.

E. Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP number and title, **Solid Waste Services**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The Town is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

F. Pricing. The Proposer shall submit the same number of copies of the Pricing as described in subsection 1.3(B) above in a separate, sealed envelope enclosed with the Proposer's Proposal. Pricing shall be inclusive of all of the Services and shall be detailed in the cost forms required to be submitted in conjunction with a Proposal.

G. Delivery/Mailing Address. All Proposals shall be either hand delivered to the following address; Town Clerk, 775 N. Main Street or mailed to P.O. Box 2670, Florence, Arizona 85132, by the Proposal Due Date and Time indicated on the cover page of this RFP.

H. Pricing Errors. In case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

I. Proposal Irrevocable. In order to allow for an adequate evaluation, the Town requires the Proposal to be valid and irrevocable for **180** days after the Due Date and Time of this RFP.

J. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Proposer (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in original ink by the authorized person signing the Proposal. Facsimile, electronic (email) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

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

#### 1.5 Inquiries.

A. Written/Verbal Inquiries. Any question related to the RFP shall be directed to one of the Town Representatives whose names appear on the cover page of this RFP. Questions shall be submitted in writing or via email by the final date for inquiries indicated on the cover page of this RFP or submitted verbally at the Pre-Submittal Conference on the date indicated on the cover page of this RFP. In the event the Town offices are closed on the final date for inquiries indicated on the cover page of this RFP, the Proposer shall submit the question(s) via e-mail to one of the Town Representatives. Any inquiries related to this RFP shall refer to the number and title, page and paragraph. However, the Proposer shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until after the RFP's Due Date and Time.

B. Inquiries Answered. Written questions may be read and answered at the Pre-Submittal Conference on the date indicated on the cover page of this RFP. Verbal or telephone inquiries directed to Town staff will not be answered. Within three (3) business days following the Pre-Submittal Conference, answers to all questions received in writing or via email or verbally at the Pre-Submittal Conference will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an RFP package from the Town and who legibly provided their mailing addresses, facsimile and/or e-mail addresses to the Town, No questions will be accepted after the final date for inquiries listed on the cover of this RFP.

1.6 Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or more will be deducted from the Proposal price in determining the low Proposal. However, customers shall be entitled to take advantage of any payment discount offered by the Proposer provided payment is made within the discount period.

1.7 Public Record. All Proposals shall become the property of the Town and shall become a matter of public record available for review, subsequent to the award notification.

1.8 Confidential Information. If a Proposer believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the Town Representative of this fact shall accompany the submission and the information shall be identified. The information identified by the Proposer as confidential shall not be disclosed until the Town Representative makes a written determination. The Town Representative shall review the statement and information and shall determine in writing whether the information shall be withheld. If the Town Representative determines to disclose the information, the Town Representative shall inform the Proposer in writing of such determination.

1.9 Proposer Licensing and Registration. Prior to the award of the Agreement, the successful Proposer shall (A) be licensed with the Arizona Corporation Commission to do business in Arizona and (B) have a Town of Florence business license on file with the Town Financial Services Department. The Proposer shall provide licensure information with the Proposal. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.10 Certification. By submitting a Proposal, the Proposer certifies:

A. Familiarity with Laws, Ordinances, Rules and Regulations. The submission of a Proposal on the Services requested herein shall be considered as a representation that the Proposer is familiar with all Federal, State and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such Services, or equipment used in the provision of such Services, or which in any way affects the conduct of the provision of such Services. If the Proposer discovers any provision in the RFP documents that it believes are contrary to or inconsistent with any law, ordinance, or regulation, Proposer shall report it to the Town in writing without delay.

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

C. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

D. No Gratuity. It has not given, offered to give, nor intends to give at any



time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a Town employee, officer or agent in connection with the submitted Proposal. It (including the Proposer's employees, representatives, agents, lobbyists, attorneys and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the Town Manager, Deputy Town Manager, Department Heads and other Town staff. All contact must be addressed to the Town Representative listed on the cover of this RFP. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

E. Fair Trade Certifications.

1. Independent Prices. The prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with anyone.

2. No Disclosure. Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by Proposer prior to opening.

3. Influence on Competition. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

F. Sample Solid Waste Services Agreement. In addition to reviewing and understanding the RFP submittal requirements, it has reviewed the attached sample Solid Waste Services Agreement including the Scope of Work and other Exhibits and accepts all of the terms and conditions set forth therein.

1.11. No Signature/False or Misleading Statement. Failure to sign the Proposal, or signing it with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

II. PROPOSAL FORMAT; SCORING

2.1 Proposal Evaluation. A Selection Committee comprised of representatives from the Town will conduct the selection process according to the schedule listed on the cover page of this RFP. Upon receipt of a Proposal, each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the Proposal is non-responsive. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Proposer and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Selection Committee will evaluate and award points to each Proposal based upon the scoring criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award. The Selection Committee may conduct oral interviews with at least three, but not more than five, of the highest ranked Proposers based upon the Proposal submittal scoring; provided, however, that fewer than three may be interviewed in the event that less than three qualified Proposals are received. After the Town has entered into an Agreement with the successful Proposer, the successful Proposal and the scoring documentation shall be open for public inspection.

2.2 Forms; Organization. Proposals shall be organized and submitted in the format indicated in the table below. The content of each chapter of the Proposal shall include the information described in subsection 2.3 below. The Proposer shall complete all forms in full. Forms not completed in full may result in disqualification. Forms 5.2 and 6 allow the Proposer an opportunity to quote separate prices based on if Proposer is or is not awarded Residential Solid Waste Services, Residential Bulk Waste Services, Residential Recycling Services and Town’s Sludge Hauling Services. If there is any doubt to the meaning of the same, Proposer may submit an inquiry to the Town in accordance with the requirements as set forth in this RFP.

| Chapter   | Content   |
|-----------|---|
| Chapter 1 | Letter of Intent<br>Form 1: Statement of Organization<br>Form 2: Certificate of Insurability<br>Form 3: Acknowledgement of Addenda  |
| Chapter 2 | Form 4: Experience<br>Key Personnel<br>Statement of Independence<br>Disclosure of Preclusion from Participating in Public Procurement<br>Litigation, Regulatory Actions and Payment of Liquidated Damages<br>History Compliance Records |
| Chapter 3 | Financial Statement   |
| Chapter 4 | Method of Approach  |
| Chapter 5 | Billing   |
| Chapter 6 | Cost Information  |

2.3 Content. The proposal shall contain all of the following information..

**A. Chapter 1: General Information**

**5 pts**

1. Letter of Intent. One page cover letter as described in subsection 1.3(C). The cover letter shall include the following statements:

a. "Proposal is binding offer for a 180 calendar day period from the opening date as specified in this RFP."

b. "The information contained in this Proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the Town, are true, accurate and complete to the Proposer's knowledge. This Proposal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the Town as to any materials facts."

2. Statement of Organization. Proposer must complete Form 1. Proposers are permitted to supply additional information that will assist the Town in understanding the legal organization of the Proposer. Include the legal name, address, identification number and legal form of the Proposer (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the Proposer is a wholly owned subsidiary of another company, identify the parent company.



3. Certificate of Insurability. Proposer must complete Form 2, Failure to complete Form 2 may result in rejection of the Proposal.

4. Acknowledgement of Addenda. Proposer must complete Form 3. Failure to acknowledge all addenda may result in rejection of the Proposal.

## **B. Chapter 2: Experience and Qualifications of the Proposer 20 pts**

1. Experience. Proposer must complete Form 4. Proposers are permitted to supply additional information that will assist the Town in understanding the Proposer's experience,

2. Key Personnel. Proposer shall provide an organization chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the Proposer would assign to the transition team and to the ongoing management of the Services provided under the Agreement. For positions that are currently unfilled, identify minimum qualifications for that position. Specify the amount of time each individual will be dedicated to work on the Agreement. Provide résumés, names and phone numbers of municipal references of the key proposed management team members. At a minimum, key personnel shall include general manager, operations manager and maintenance manager or other personnel that will have regular contact with the Town.

3. Statement of Independence. The Proposer shall list and describe the Proposer's or the Proposer's subcontractor's professional relationships involving the Town or any of its agencies or component units for the past five years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP.

4. Disclosure of Preclusion from Participating in Public Procurement. If the firm, business or person submitting this Proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Proposer shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Proposer shall include a letter with its Proposal setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

5. Litigation, Regulatory Actions and Liquidated Damages History. Proposer shall describe all past and pending civil, legal, regulatory and criminal actions in which \$2,500 or more was initially sought or ultimately obtained, that (a) are (i) now pending or which have occurred in the past five years, (ii) against key personnel, Proposer, Proposer's subcontractors and all subsidiaries owned by Proposer and (iii) related to the scope of work described by this RFP or (b) involve a governmental entity as a party.

6. Compliance Records. In addition to the compliance information provided in response to other sections of this RFP, Proposer shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices or other forms of permit violation/non-compliance documentation that the Proposer and Proposer's subcontractors received in the past five years from public agencies for vehicles and other equipment and vehicle staging, maintenance,

processing, recycling processing, transfer and disposal facilities in Arizona, which are owned or operated by the Proposer, Proposer's subcontractors, or Proposer's parent company and subsidiaries. In addition, provide a statement disclosing any and all fines, penalties, settlements, or damages of any kind paid by Proposer, Proposer's subcontractors, Proposer's parent company and subsidiaries, to public agencies in the past five years.

**C. Chapter 3: Financial Statement**

**10 pts**

Proposer shall furnish a copy of the Proposer's most recent audited financial statement. If In the event the Proposer does not have an audited financial statement, Proposer may substitute non-audited financial statement and complete federal tax return for the last two years.

**D. Chapter 4: Method of Approach**

**40 pts**

1. General Proposal Requirements. Proposers bidding on any Service Option must provide the following:

a. Description of Collection Equipment. Proposer shall describe the collection equipment that will be used to perform services. Proposer shall describe (i.e. manufacturer, capacity, color and other specifications) the Solid Waste Carts and Recycling Carts to be purchased. If requested, Proposer shall provide a sample of the Solid Waste Carts, Recycling Carts and Sludge Hauling Dumpsters. Proposer shall specify the number of collection vehicles, make, model, age, description of equipment and materials to be collected via the vehicle. The maximum age of a collection vehicle to be used within the corporate limits of the Town is seven years. Proposer shall describe the future equipment to be acquired and provide a timeline for acquisition of new equipment. Proposer shall identify if the collection service will be performed with one-person or two-person crews. Proposer shall state the average age of the collection vehicles to be used for the Agreement.

b. Collection Route Schedules and Maps. Proposer shall include a proposed route schedule and maps.

c. Disposal and Processing Contracts. Proposer shall provide proof of disposal and processing contracts. If proposer owns the disposal and processing facilities, provide proof of ownership, along with proof of the processing facilities' capacity to handle solid waste from the Town.

d. Approach to Minimize Container Damage. Proposer shall describe procedures used to minimize damage to plastic refuse and recycling containers.

e. Self-haulers. Proposer shall state whether self-haulers will be permitted to deliver materials directly to the Disposal Facility and/or Recycling Facility. If self-haulers are able to deliver materials, Proposer shall state the days and hours that self-haulers may deliver materials, the process for delivery of materials, the costs for delivery of materials and other relevant information.

2. Recycling Service Proposal Requirements. In addition to the information required for all Proposers, Proposers bidding on Residential Recycling Services, Town Facility Recycling Services and/or Sludge Hauling Services must provide the following:



a. Recyclable Materials to be Collected. Proposer shall identify all Recyclable Materials to be collected. Town recommends the Proposer collect the following materials:

- Aluminum cans and foil.
- Steel/tin cans
- Glass food and beverage containers (flint, amber and green)
- Newspaper, slick paper inserts
- Magazines, paperback books
- Residential mixed paper, junk mail inserts
- Telephone books and Yellow Pages
- Cardboard (corrugated, chipboard)
- Aerosol cans
- Plastic bottles and containers (Recycling logo #1 through #7)

b. Recyclable Materials Accepted by Processing Facility. Proposer shall identify all Recyclable Materials accepted by the Processing Facility, If there are Recyclable Materials accepted by the Processing Facility that are not to be collected by the Proposer, Proposer shall explain the reason such recyclable materials are not to be collected.

c. Processing Site Information. Provide the following information related to each processing facility:

- Name, location and description of the processing facility where recyclable materials will be handled.
- Name of owner and operator of the facility, identifying if the company that owns and/or operates the processing facility is the same as the Proposer, a related-party entity, or subcontractor.

3. Solid Waste Services. Proposer shall describe the method for performing Residential Solid Waste Services, Town Facilities Solid Waste Services and Sludge Hauling Services. Proposer shall describe whether the system shall be fully automated or semi-automated. In addition, Proposer shall describe how out of Cart set-out shall be handled and other pertinent information.

a. Disposal Site Information. Provide the following information related to each disposal facility:

- Name, location and description of the disposal facility where materials will be handled.
- Name of owner and operator of the facility, identifying if the company that owns and/or operates the disposal facility is the same as the Proposer, a related-party entity, or subcontractor.

4. Residential Bulk Waste Services. Proposer shall describe the method for performing Residential Bulk Waste Services on (i) an on-call, fee-per-service basis and (ii) four (4) times per year basis at residential locations. Proposer shall describe how Bulk Waste in excess of the allotted amount shall be handled and other pertinent information.



a. Disposal Site Information. Provide the following information related to each disposal facility:

- Name, location and description of the disposal facility where recyclable materials will be handled,
- Name of owner and operator of the facility, identifying if the company that owns and/or operates the disposal facility is the same as the Proposer, a related-party entity, or subcontractor.

5. Town Sludge Hauling Proposal Requirements. In addition to the information required for all Proposers, Proposers bidding on Sludge Hauling Services must provide the following:

a. Sludge Hauling Processing Site Information. Provide the following information related to each processing facility to be used:

- Name, location and description of the sludge hauling processing facility.
- Name of owner and operator of the facility, identifying if the company that owns and/or operates the processing facility is the same as the Proposer, a related-party, entity or subcontractor.
- Contact name and phone number of the site manager.
- The contract with the sludge hauling processing facility.

b. Permitted and Available Processing Capacity. State the daily and annual permitted capacity of the processing facility. If the processing facility is not owned and operated by the Proposer, provide a letter from the processing facility owner and operator that documents its commitment to provide the sludge hauling processing services proposed in the Proposal and guaranteeing the capacity required over the term of the Agreement.

**E. Chapter 5: Billing**

**5 pts**

Proposer shall submit information related to its proposed method of billing. The proposed form of billing structure shall meet the minimum standards set forth in the sample Solid Waste Disposal Agreement.

**F. Chapter 6: Cost Information**

**20 pts**

Proposer shall complete the forms set forth below:

1. Residential Services. Each Proposer submitting a Proposal for Residential Solid Waste Services, Residential Bulk Waste Services and Recycling Services, Proposer shall complete Form 5 (including 5.1, 5.2 and/or 6).

2. Sludge Hauling. Each Proposer submitting a Proposal for Sludge Hauling Services shall complete Form 6.

**Total Possible Points for Written Submittal:**

**100**

### III. ORAL INTERVIEWS; SCORING

Proposing firms selected for oral interviews may be invited to participate in discussions with the Selection Committee on the date as indicated by the Town and awarded points based upon the criteria as outlined below. Proposing firms may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the Proposals and relate more to (i) identifying the Proposing firms' program approach and to an appraisal of the people who would be directly involved in this Services for this RFP and (ii) exploring with the Proposer the scope and nature of the project, the Proposer's proposed method of performance and the relative utility of alternate methods of approach.

#### **Oral Interview**

|  |            |
|--|------------|
| General Information  | 10         |
| Experience and Qualifications of the Vendor  | 25         |
| Key Positions  | 20         |
| Proposed Services Provided   | 35         |
| Favorable Evaluation by Pinal County<br>Department of Environmental Health Service | 10         |
| <b>Total Possible Points for Oral Interview</b>                                    | <b>100</b> |

**Total Points Possible for Proposal: 200**

### IV. AWARD OF AGREEMENT

4.1 Multiple Award. The Town reserves the right to award by individual Service Option, by group of Service Options, or as a total, whichever is deemed most advantageous to the Town. The Town also reserves the right to choose Billing Option(s) at its sole discretion.

A. Scoring. To determine whether a single agreement or multiple agreements are awarded, the Town shall compare the average scores of each of the highest scoring for each proposed Service Option separately, the highest scoring proposed for each combination of Service Options, and the highest scoring proposed for all Service Options taken together.

B. Flexibility in Proposal Approaches. The Town is aware of the complexity of the services to be provided and the fact that there is more than one approach to satisfying some of the minimum specifications or that more than one solution or method may be applied to meet a given requirement. The evaluation program is designed to allow a certain amount of freedom in how to accomplish the task, as long as the Town's functional requirements are met. Proposals will be evaluated in accordance with the factors set forth below and ranked, according to the total number of points each individual proposal earned, based on the stated maximum point allowance per factor.

4.2 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this REP, the Town expressly reserves the following rights:

A. Cancel RFP. To cancel this RFP for any reason, with or without the substitution of another RFP.

B. Other Actions. To take any action affecting this RFP, this RFP process, or



the services to this RFP that would be in the best interests of the Town.

C. Additional Information. To issue additional requests for information,

D. Supplemental Information; Clarifications. To require one or more of the Proposers to supplement, clarify or provide additional information in order for the Town to evaluate the Proposals submitted. Clarification means a communication with a Proposer for the sole purpose of eliminating ambiguities in the Proposal and does not give the Proposer the opportunity to revise or modify its Proposal.

E. Investigation; Inspection. To conduct investigations with respect to the qualifications and experience of each Proposer and to inspect Proposer(s) facilities during normal working hours.

F. Waive Defect. To waive any defect or irregularity in any Proposal.

G. Reject Proposals. To reject any or all Proposals.

H. Flexible Award. To award all, none, or any Service Option that is in the best interest of the Town to one or more of the Proposers.

I. Discussions. To discuss and negotiate with selected Proposer(s) any terms and conditions in the Proposal including, but not limited to, financial terms.

J. Sole Discretion. To be the sole judge of the respective Proposals received.

By submitting a Proposal for the services, all Proposers acknowledge and agree that (1) no enforceable agreement arises until the Town signs the Solid Waste Services Agreement(s), (2) no action shall require the Town to sign such agreement(s) at any time and (3) each Proposer waives all claims to damages, lost profits, costs, expenses, reasonable attorney's fees, etc., as a result of the Town not signing such agreement(s).

4.3 Protests. Any Proposer may protest this RFP issued by the Town, the proposed award of a Solid Waste Services Agreement, or the actual award of a Solid Waste Services Agreement.

4.4 Offer. A Proposal is an offer to contract with the Town based upon the terms, conditions and specifications contained in this RFP, the Solid Waste Services Agreement and the Proposer's responsive Proposal, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Proposer has signed, and the Town has approved, a Solid Waste Services Agreement between the Town and the Proposer in the form acceptable to the Town Attorney. A sample Solid Waste Services Agreement is included herein. This RFP does not constitute an offer by the Town and does not commit the Town to accept a Proposal. No binding agreement, obligation to negotiate, or any other obligation shall be created on the part of the Town unless the Town and Proposer(s) execute the agreement(s). No recommendations or conclusions from this RFP process concerning Proposer(s) shall constitute a right (property or otherwise) under federal or State law.

A. Personnel. The Contractor's field employees shall be required to wear a clean uniform. Such employees shall additionally bear some means of individual identification as a

name tag or identification card. At no time shall a Contractor's employee in any way identify or represent him or herself as an employee of the Town of Florence. Town employees may be available for fulfillment of the work specified in the Contract, the Proposer shall make the appropriate hires in conjunction with their Human Resources policies.

- B. Collection Vehicles. The Contractor's vehicles must be clearly identified with company name and vehicle identification number. All vehicles must be kept clean, in sanitary condition, good repair and meet community standards of appearance at all times. Hydraulic/oil fluid leaks must be checked for and corrected daily. The Town shall be the sole judge of community standards of appearance. Town vehicles may be available for fulfillment of the work specified in the Contract. The existing collection vehicles consist of five (5) right handed side pickup trash haulers of which two (2) are less than seven (7) years old.

V. FORMS

[SEE FOLLOWING PAGES]

**FORM 1: STATEMENT OF ORGANIZATION**

**1. PROPOSER**

Full Name of Business: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

Principal Phone Number: \_\_\_\_\_

Local Business Address: \_\_\_\_\_

Local Business Contact Person: \_\_\_\_\_

Local Business Fax: \_\_\_\_\_

Local Business E-Mail: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

License #: \_\_\_\_\_

Provide names of authorized representative(s) of the Proposer who has legal authority to bind the Proposer in contractual obligations:

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(a) \_\_\_\_\_

**2. SERVICE OPTIONS**

Service Options Proposed (check all that apply):

\_\_\_\_\_ Residential Solid Waste Services, Residential Bulk Waste Services, Residential Recycling Services and Town Facility Recycling Services.

\_\_\_\_\_ Town Facility Solid Waste Services

\_\_\_\_\_ Town Sludge Hauling Services

**3. SUBCONTRACTOR**

List of all firms participating in this Proposal:

| Name | Address | Area of Responsibility |
|------|---------|------------------------|
|------|---------|------------------------|

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(e) \_\_\_\_\_

(d) \_\_\_\_\_

**FORM 2: CERTIFICATE OF INSURABILITY**

By submitting a Proposal, the submitting Proposer certifies that it is fully aware that the Insurance Requirements contained in the Agreement apply whether awarded one or more Service Options pursuant to this RFP. Furthermore, the Proposer assures the Town of Florence that it is able to produce the insurance coverage required should it be selected for award of the Agreement,

Should the Proposer's firm be awarded the Agreement by the Town and then be unable to produce the insurance coverage specified within ten calendar days, it is fully aware and understands that it may not be considered for further projects by the Town of Florence.

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Printed Name of Signee

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**FORM 3: ACKNOWLEDGEMENT OF ADDENDA:**

By submission of this Proposal, Proposer hereby certifies receipt of all the addenda listed in the table below.

| Addendum Number | Description of Addendum |
|-----------------|-------------------------|
|                 |                         |
|                 |                         |
|                 |                         |
|                 |                         |
|                 |                         |
|                 |                         |
|                 |                         |
|                 |                         |
|                 |                         |
|                 |                         |



**FORM 4: EXPERIENCE**

Proposer shall provide a minimum of three (3) references of public agencies, cities, towns, private companies, contracts and communities presently being served by the Proposer with similar services to those being proposed in this proposal

1. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_  
Number of Residential Units Served: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
\_\_\_\_\_
  
2. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_  
Number of Residential Units Served: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
\_\_\_\_\_
  
3. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_  
Number of Residential Units Served: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
\_\_\_\_\_

**FORM 4: EXPERIENCE (continued)**

4. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_  
Number of Residential Units Served: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
\_\_\_\_\_
5. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_  
Number of Residential Units Served: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
\_\_\_\_\_

**FORM 5: COST FORM FOR RESIDENTIAL SOLID WASTE SERVICES, RESIDENTIAL BULK WASTE SERVICES AND RESIDENTIAL RECYCLING SERVICES**

Form 5.1 - Costs for Residential Solid Waste Services

| Service Rate                                    | Monday through Thursday Collection Week |                              |
|---|---|------------------------------|
|   | Same Day Collection<br>[1]              | Different Day Collection [2] |
| <b>Residential Solid Waste Services</b>         |   |                              |
| 1. Solid Waste Collection/Disposal Service Rate | \$ /Unit/Month                          | \$ /Unit/Month               |
| 2. Solid Waste Cart Rate [3] 96 Gallon          | \$ /Unit/Month                          | \$ /Unit/Month               |
| <b>Residential Bulk Waste Services</b>          |   |                              |
| 1. Bulk Waste Collection Rate                   | \$ /Ton                                 | \$ /Ton                      |
| 2. Bulk Waste Disposal Rate [4]                 | \$ /Ton                                 | \$ /Ton                      |
| <b>Residential Recycling Services</b>           |   |                              |
| 1. Recycling Collection Service Rate            | \$ /Unit/Month                          | \$ /Unit/Month               |
| 2. Recycling Cart Rate [3] [5]                  | \$ /Unit/Month                          | \$ /Unit/Month               |
| Residential Cart Change Rate [6]                | \$ /Cart                                | \$ /Cart                     |

- [1] Same Day Collection means Contractor shall perform both Residential Solid Waste Services and Residential Recycling Services on the same day of the week for each Residential Service Unit.
- [2] Different Day Collections means Contractor may perform Residential Solid Waste Services and Residential Recycling Services on different days of the week for each Residential Service Unit.
- [3] Cart Rate means the cost for purchase up to and including the initial delivery of the Carts to Residential Service Units. Contractor shall be responsible for the costs associated with the maintenance, delivery after the initial delivery and storage of Carts. Ownership of the Carts in the possession of Residential Service Units at the expiration of the Agreement shall rest with the Contractor.
- [4] Disposal Rate shall be the sole fee charged for the disposal of Bulk Waste.
- [5] Proposer may provide a choice of the size of Carts for solid waste and recycling to enable residents to choose the level of service most appropriate for their situation. The default level of service will be the 96 gallon Carts. Recycle Carts shall be a standard blue color with the recycle logo imprinted on the container, provided, however, that the Town may, in its sole discretion, allow for alternative Recycling Cart colors that are clearly marked or colored to easily distinguish them from the Solid Waste Cart and so long as the recycle logo is clearly displayed. All Carts must be Proposer grade, wheeled containers. Each must have a permanently attached lid, and be designed to easily fit through gates and doors.
- [6] Proposer may provide residents with a one-time ability to request a change in Cart size. Any additional changes in Cart size will be individually charged to the resident, per Cart

**FORM 5: COST FORM FOR RESIDENTIAL SOLID WASTE SERVICES  
AND RESIDENTIAL BULK WASTE SERVICES**

**Form 5.2 - Costs for Residential Solid Waste Services  
WITHOUT RECYCLING**

| Service Rate  | Monday through Thursday Collection Week |             |
|---|---|-------------|
|   | Different Day Collection [2]            |             |
| <b>Residential Solid Waste Services</b>             |   |             |
| 1. Solid Waste Collection/Disposal Service Rate [2] | \$                                      | /Unit/Month |
| 2. Solid Waste Cart Rate [1] 96 Gallon              | \$                                      | /Unit/Month |
| <b>Residential Bulk Waste Services</b>              |   |             |
| 1. Bulk Waste Collection Rate                       | \$                                      | /Ton        |
| 2. Bulk Waste Disposal Rate [2]                     | \$                                      | /Ton        |
| 3. Semiannual Bulk Waste Event                      | \$                                      | /Ton        |
| Residential Cart Change Rate [3]                    | \$                                      | /Cart       |

- [1] Cart Rate means the cost for purchase up to and including the initial delivery of the Carts to Residential Service Units. Contractor shall be responsible for the costs associated with the maintenance, delivery after the initial delivery and storage of Carts. Ownership of the Carts in the possession of Residential Service Units at the expiration of the Agreement shall rest with the Contractor.
- [2] Disposal Rate shall be the sole fee charged for the disposal of Solid Waste and Bulk Waste.
- [3] Proposer may provide a choice of the size of Carts for solid waste to enable residents to choose the level of service most appropriate for their situation. The default level of service will be the 96 gallon Carts. All Carts must be Proposer grade, wheeled containers. Each must have a permanently attached lid, and be designed to easily fit through gates and doors.
- [4] Proposer may provide residents with a one-time ability to request a change in Cart size. Any additional changes in Cart size will be individually charged to the resident, per Cart.

**FORM 6: COST FORM FOR TOWN SLUDGE HAULING SERVICES**

| Solid Waste   |                    |               |                       |
|---------------|--------------------|---------------|-----------------------|
| Roll-off Size | Collection Rate    | Disposal Rate | Container Rental Rate |
| 12 CY         | \$ /Container/Pall | \$ /Ton       | \$ /Container         |
| 20 CY         | \$ /Container/Pull | \$ /Ton       | \$ /Container         |



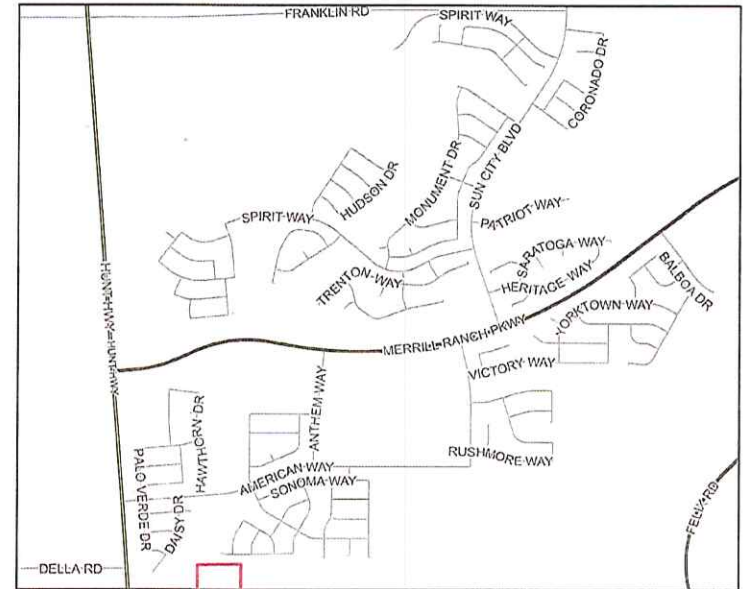
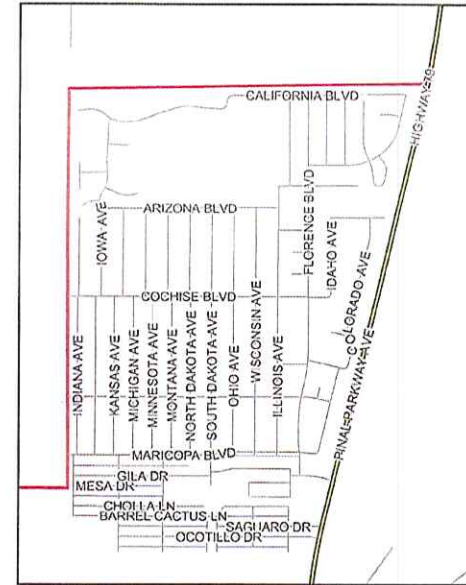
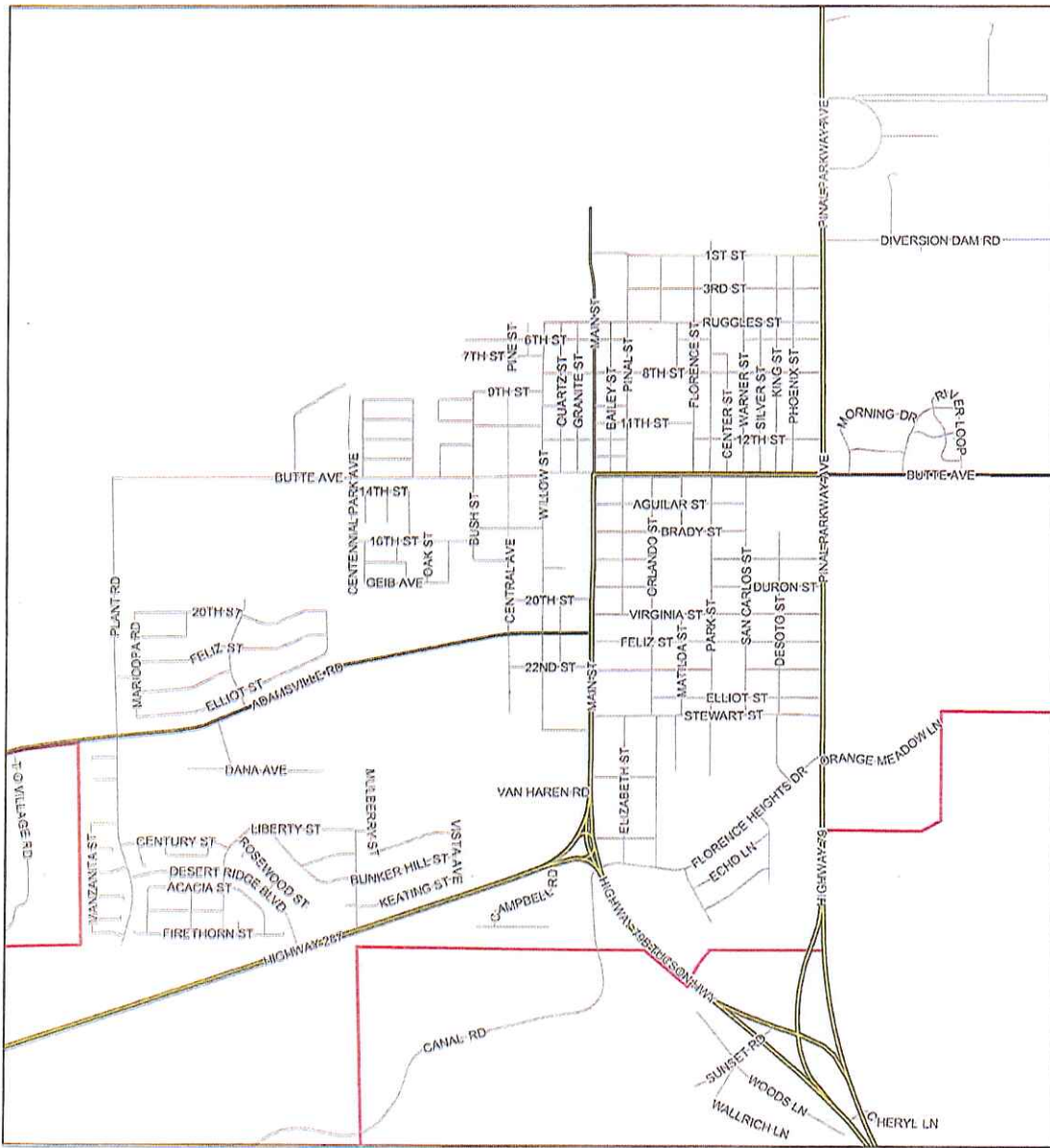


EXHIBIT I



# Town of Florence



0 1,100 2,200 Feet

This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained herein, and for any direct, indirect or consequential damage which may be caused by its use. It is the user's responsibility to verify all information contained herein.



INDEX

Table with 13 columns: STREET NAME, MAP#, STREET NAME, MAP#, STREET NAME, MAP#, STREET NAME, MAP#, STREET NAME, MAP#, STREET NAME, MAP#, POINTS OF INTEREST, MAP#. Contains a comprehensive list of streets and their corresponding points of interest.

## **SECTION B**

### **Solid Waste Services Agreement**



**SOLID WASTE SERVICES AGREEMENT  
BETWEEN  
TOWN OF FLORENCE  
AND**

This SOLID WASTE SERVICES AGREEMENT (this "Agreement") is made on \_\_\_\_\_  
\_\_\_\_\_ 2012 (the "Effective Date") between THE TOWN OF FLORENCE,  
an Arizona municipal corporation (the "Town") and \_\_\_\_\_, a(n) \_\_\_\_\_  
\_\_\_\_\_ (the "Contractor").

RECITALS

A. The Town issued a Request For Proposals, "Solid Waste Services (the "RFP")", a copy of which is attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from vendors for residential curbside solid waste collection and disposal services, bulk waste collection and disposal services, residential recycling services and sludge handling services within the corporate limits of the Town of Florence (the "Services").

B. The Contractor submitted a proposal in response to the RFP (the "Proposal"), which is attached hereto as Exhibit B and incorporated herein by reference, and the Town desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Definitions. As used herein, and notwithstanding any other contrary definition given these terms under Arizona law, the parties hereto specifically agree that the terms defined below shall, for the purpose of this Agreement, have the meanings as set forth in this Section. The words "shall," "will" and "must" are always mandatory and not merely discretionary. The word "may" indicates something that is not mandatory but permissible. When not inconsistent with the context, words in the plural shall include the singular and vice versa, words importing persons shall include firms and corporations, words in the present tense shall include the future and use of the masculine gender shall include the feminine gender. The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the initial date of adoption of this Agreement.

1.1 "Bulk Waste" means Solid Waste composed of materials not easily containerized in a Solid Waste Cart or Recycling Cart such as, but not limited to, Green Waste, furniture, cardboard and large appliances. "Bulk Waste" means discarded furniture (including chairs, sofas, mattresses, and area rugs, but not carpeting); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as "white goods"); Electronic Waste (including stereos, televisions, computers, VCRs and other similar items commonly known as "brown goods"); Residential wastes (including wood waste, tree trunks and large branches if no longer than one (1) foot in diameter, four (4) feet in length and fifty (50) lbs. in weight per bundles; scrap wood, in the aggregate not exceeding twenty (20) cubic yards per Collection); clothing; and tires. Bulk Waste items do not include such things as car bodies or Construction and Demolition Waste, or any other items that cannot be handled by two persons.

1.2 "Bulk Waste Collection Services" means Collection of Bulk Waste and delivery to the Disposal Facility or the Recycling Facility by the Contractor.

1.3 "Bulk Waste Services" means Bulk Waste Collection Services and the disposal of Bulk Waste at the Disposal Facility or recycling of Bulk Waste at the Recycling Facility.

1.4 "Business Day" means any day, Monday through Friday, from 6:00 AM, Local Time to 5:00 PM, Local Time.

1.5 "Cart" means a Recycling Cart or a Solid Waste Cart as applicable.

1.6 "Council" means the Mayor and Town Council of the Town of Florence, Arizona.

1.7 "Collection" means the act of picking up Solid Waste or Bulk Waste from Residential Units and delivery of the Solid Waste or Bulk Waste to the Disposal Facility. Collection shall also mean the act of picking up Program Recyclables from Residential Units and delivery of the Program Recyclables to the Recycling Facility.

1.8 "Collection Service" means Residential Solid Waste Collection Services, Residential Bulk Waste Collection Services, Residential Recycling Collection Services and Town Sludge Hauling Services.

1.9 "Commencement Date" means the earliest date the Contractor shall commence the Collection Services in accordance with this Agreement and pursuant to the phase-in schedule set forth in Exhibit C, attached hereto and incorporated herein by reference.

1.10 "Complaint" means a communication received by Contractor from a Customer or Town indicating services have not been performed in accordance with this Agreement, or otherwise expressing dissatisfaction with service.

1.11 "Construction Debris" means solid waste derived from the construction, repair or remodeling of buildings or other structures.

1.12 "Construction and Demolition Waste" shall include Construction Debris and Demolition Debris.



1.13 "Contract Administrator" means the Town Manager of the Town, or his designee or designees, who shall represent the Town in the administration and supervision of this Agreement.

1.14 "Demolition Debris" means solid waste derived from the demolition of buildings or other structures.

1.15 "Disposal Facility" means a facility, area of land or excavation in which Solid Waste and Bulk Waste are placed for permanent disposal. Disposal Facility does not include a land application unit, surface impoundment, injection well, compost pile or waste pile or an area containing ash from the on-site combustion of coal that does not contain household waste, household hazardous waste or conditionally exempt small quantity generator waste.

1.16 "Disposal Services" means the disposal of Solid Waste and Bulk Waste by the Contractor.

1.17 "Dumpster" means any metal container with a capacity of 12 or 20 cubic yards intended to be mechanically placed into a hauling unit that is compatible with the Town's sludge hauling and or screened material at its' Wastewater Treatment Plants. Basically an open-top metal container serviced by a roll off truck.

1.18 "Expiration Date" means June 30, 20\_\_ at 11:59 PM, Local Time.

1.19 "Hazardous Waste" means solid waste as described in 40 Code of Federal Regulations part 261, as amended.

1.20 "Local Time" means the time in Phoenix, Arizona.

1.21 "Missed Block" shall mean, as determined by three or more customers on a block, that each customer deems that her/his respective properly-prepared Cart that was set out at the Collection location on the scheduled Collection day was not picked up by the Contractor.

1.22 "Missed Collection" shall mean, as determined by the customer, a properly prepared Cart that was set out at the Collection location on the scheduled Collection day that was not picked up by the Contractor.

1.23 "Non-recyclable Waste" means the portion of Solid Waste, exclusive of Hazardous Waste, that is not Recyclable.

1.24 "Person" means an individual, corporation, Contractor, association, partnership, unit of local government, state agency, Federal agency, or other legal entity.

1.25 "Premises" means land, building or other structures (or parts thereof) where solid waste is stored or accumulated.

1.26 "Process", "Processed" or "Processing" means the separation, sorting, crushing, baling, shredding, flattening or other treatment of program recyclables into Recovered Materials.

1.27 "Processing Fee" means the per ton fee for receipt and processing of Recyclables.

1.28 "Recovered Material(s)" means Recyclable Materials which have been processed at the

Recycling Facility to market specifications.

1.29 "Recyclable Materials" means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.

1.30 "Recyclable Materials Collection Services" means the provision of Residential Recycling Collection Service.

1.31 "Recycling" means any process by which materials which would otherwise become Solid Waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

1.32 "Recycling Cart" means a receptacle with wheels with a capacity of up to approximately 96 gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by the Town Manager for the Collection of Program Recyclables from Residential Service Units. All such Recycling Carts must be clearly marked in a manner as approved by the Town Manager or authorized designee.

1.33 "Recycling Facility" means a Solid Waste Facility that is owned, operated or used for the storage, treatment or processing of Recyclable Materials and that handles wastes that have a significant adverse effect on the environment,

1.34 "Recycling Services" means the collection of Recyclable Materials by the Contractor from Residential Service Units, delivery of Recyclable Materials to Recycling Facility, and processing and marketing of Recyclable Materials at the Recycling Facility.

1.35 "Rejects" means material other than Residue, such as Non-recyclable Waste or materials, which is delivered with Recyclable Materials and which shall be handled and accounted for separately from Recyclable Materials and Residue.

1.36 "Residential Bulk Waste" means Bulk Waste that is generated and disposed of at a Residential Service Unit.

1.37 "Residential Bulk Waste Collection Service" means the Collection of Bulk Waste by the Contractor from Residential Service Units and the delivery of the Bulk Waste to the Disposal Facility or Recycling Facility.

1.38 "Residential Recyclable Materials" means any Recyclable Materials that is generated from Residential Service Units, not including Construction and Demolition Waste or Hazardous Waste.

1.39 "Residential Recycling Collection Services" means the Collection of Recyclable Materials by the Contractor from Residential Service Units and the delivery of the Recyclable Materials to the Recycling Facility.

1.40 "Residential Recycling Services" means the Collection of Recyclable Materials by the Contractor from Residential Service Units, delivery of the Recyclable Materials to the Recycling Facility and processing and marketing of the Recyclable Materials at the Recycling Facility.

1.41 "Residential Services" means Residential Solid Waste Services, Residential Bulk



## Waste Collection Services and Residential Recycling Services.

1.42 "Residential Service Unit" mean residential dwellings and establishments identified by the Town to receive Residential Services from the Contractor and utilizing (i) a Solid Waste Cart for the accumulation and set-out of Residential Solid Waste and (ii) a Recycling Cart for the accumulation and set-out of Residential Recyclable Materials. Town, at its sole discretion, may add or delete Residential Units.

1.43 "Residential Solid Waste" means any garbage, Green Waste or rubbish that is generated from Residential Service Units, not including Construction and Demolition Waste or Hazardous Waste.

1.44 "Residential Solid Waste Collection Services" means the Collection of Solid Waste by the Contractor from Residential Service Units and delivery of the Solid Waste to the Disposal Facility.

1.45 "Residential Solid Waste Services" means the Collection of Solid Waste by the Contractor from Residential Service Units, delivery of the Solid Waste to the Disposal Facility, and disposal of the Solid Waste at the Disposal Facility.

1.46 "Residue" means that portion of the Recyclable Materials accepted by the Contractor which is not converted to Recovered Materials due to spoilage, breakage, contamination and/or transportation or processing inefficiencies, other than Rejects.

1.47 "Scavenging" means the unauthorized removal of Recyclable Material after the generators thereof divest control physically or as a matter of appropriate law, rule or regulation.

1.48 "Solid Waste" means any garbage, trash, rubbish, waste tire, refuse, sludge from a waste treatment plant, water supply treatment plant or pollution control facility and other discarded material, including solid, liquid, semisolid or contained gaseous material unless otherwise excluded by the Arizona Revised Statutes. This definition is also utilized interchangeably with sludge from waste water treatment plants, (WWTP).

1.49 "Solid Waste Cart" means a receptacle with wheels with a capacity of up to approximately 96 gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by the Town Manager for the Collection of Residential Solid Waste. All such Solid Waste Carts must be clearly marked in a manner as approved by the Town Manager or authorized designee.

1.50 "Solid Waste Facility" means a transfer facility and any site owned, operated or utilized by any person for the storage, processing, treatment or disposal of solid waste, conditionally exempt small quantity generator waste or household hazardous waste unless otherwise excluded by Arizona Revised Statutes.

1.51 "Source Separated Materials" means materials that are separated by material type by the generator.

1.52 "State" means the State of Arizona.

1.53 "Ton" means a unit of weight equal to 2,000 pounds.

1.54 "Town Facility" means any Town-owned or operated facility designated by the Town for Town Facility Services. The Town has the sole authority to add or eliminate Town Facilities.

1.55 "Town Facility Recycling Collection Services" means the Collection of Recyclable Materials from Town Facilities via Containers or Recycling Carts and delivery to the Recycling Facility by the Contractor.

1.56 "Town Facility Solid Waste Collection Services" means the Collection of Solid Waste by the Contractor from a Town Facility and delivery of the Solid Waste to the Disposal Facility.

## 2. Representations.

2.1 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

2.2 Representations by Town. The Town represents to the Contractor that the Town is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement. The Town further represents that the person signing on its behalf has been properly authorized and empowered to enter into this Agreement. The Town acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

2.3 Representations by Contractor. The Contractor represents to the Town that at the time of execution of this Agreement:

A. Authority. The Contractor is duly qualified and in good standing to do business in the State and is duly qualified and in good standing to do business wherever necessary to carry on the business and operations contemplated by this Agreement. The Contractor further represents that the person signing on its behalf has been properly authorized and empowered to enter this Agreement. The Contractor further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

B. Recyclable Materials Processing. The Contractor has entered into a contract for Recyclable Materials processing and marketing services.

C. Solid Waste Disposal. The Contractor has entered into a contract for Disposal Services.

D. Licenses; Materials. The Contractor has obtained all applicable environmental and other governmental permits, licenses, permits and authorizations that are (1) necessary for providing the Services and (2) required to be issued under Federal, State, local law, regulation, rule or ordinance. Contractor shall maintain in current status all Federal, State and local licenses, permits and authorizations required for the operation of the business conducted by the Contractor. The Town has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Contractor.



E. Insurance/Bonds. The Contractor has obtained and submitted to the Town (1) certificates of insurance for all required insurance coverage specified in this Agreement and (2) documentation of performance bonds as required by this Agreement.

F. Legal Arizona Workers Act Compliance: To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement. The Town retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant they will keep the papers and records which relate to the requirements of this paragraph open for inspection during normal business hours.

G. No Legal Action Pending. To the best of the Contractor's knowledge, there is no action, suit or proceeding, at law or equity, before or by any court or government authority, pending or threatened against the Contractor, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Contractor of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other contract or instrument entered into by the Contractor in connection with the transactions contemplated hereby.

Contractor agrees that it shall take all steps necessary to ensure that the representations set forth in this Section 2.3 shall remain true and correct for the entire Term of this Agreement.

### 3. Term of Agreement.

3.1 Initial Term. Unless terminated sooner in accordance with the provisions of this Agreement, the term of this Agreement shall commence on the Commencement Date and shall continue in effect until the Expiration Date (the "Initial Term").

3.2 Option to Renew. After the Initial Term, Town shall have the option at its sole discretion to renew this Agreement for up to three additional one-year terms (each, a "Renewal Term"). The Initial Term and any Renewal Terms shall be collectively referred to herein as the "Term." To exercise its option, Town shall provide written notice to Contractor not later than 60 calendar days preceding the scheduled date of expiration of the then-current Term. This provision in no way limits the Town's right to terminate this Agreement at any time during the Term pursuant to the applicable provisions of this Agreement. In the event no written notice is provided to the Contractor then the renewal shall be deemed exercised and each Party will automatically be renewed on a year to year basis.

4. Solid Waste Services, Bulk Waste Services and Recycling Services. The Contractor shall begin providing the services set forth in this Section on their respective Commencement Dates, as determined by the phase-in schedule included in Exhibit C, and the Contractor shall change rates for such services in amounts no greater than as set forth on Exhibit D.

#### 4.1 Solid Waste.

A. Residential Solid Waste Services. Contractor shall collect, once

per week on a scheduled day, all Solid Waste from carts at each Residential Service Unit in the Town. Contractor shall deliver the Residential Solid Waste collected to the Disposal Facility and dispose of the Residential Solid Waste at the Disposal Facility. Upon the receipt of a written work order from the Town, Contractor shall provide additional Solid Waste Cart collection and non-collection day Collection Services.

B. Residential Bulk Waste Services. Contractor shall provide an on-call, fee-for-service process for collecting residential bulk waste of up to twenty (20) cubic yards from each Residential Service Unit in the Town. Upon the receipt of a written work order from the Town, Contractor shall provide additional Bulk Waste Collection Services.

C. Town Sludge Hauling. Collection of Class B biosolids from the WWTP's:

- The Contractor shall provide an adequate number of sludge hauling trucks on a daily basis from Monday through Friday during the contract period to collect all biosolids produced during daily pressing operations.
- The WWTP's do not have sludge storage capabilities and therefore cannot hold the solids for bulk transfer to the Contractor. Therefore the Contractor must:

1. Provide the WWTP's with an adequate number of dumpsters to be filled. The Contractor shall be required to remove the dumpsters daily at a time to be negotiated but no later than 2:00 p.m. Arizona Local Time.

Example: The Contractor arrives at 8:00 a.m. with empty dumpsters to leave at WWTP's and removes the filled dumpsters.

2. Provide dumpsters on site to receive sludge directly from the conveyor, i.e. have a dumpster remain under the conveyor during pressing and when full have another dumpster ready to move under the conveyor. An adequate amount of trucks and dumpsters will be made available by the Contractor so that the pressing of sludge cake will not be interrupted. An empty dumpster will be required to be under the conveyor during off hours, i.e. overnight, to allow for press start up the following morning.

3. The Contractor is responsible for all maintenance activities and expenses related to the trucks and dumpsters, including fuel. The Contractor will also be required to provide training to Town personnel in the proper operation of the dumpsters.

D. Disposal of Class B biosolids from the WWTP's.

- The Contractor will dispose of all biosolids collected from the WWTP's at a site that is licensed to receive Class B biosolids. Prior to disposal, the Contractor shall submit certifications including the disposal site permit. The Contractor shall notify the Town of any proposed changes 30 days prior to modifying the disposal site list. The Town shall be responsible for all



laboratory analysis. Analytical results shall be provided to the Contractor upon request for tasks associated with this contract.

- The Contractor shall log the volumes of sludge disposed daily. The log shall include at a minimum the following:
  - Location of the disposal site and the volume disposed.
  - Quantity disposed of

E. Reporting requirements for disposal of Class B biosolids.

- The Contractor will provide a copy of all licenses required for sludge hauling.
- The Contractor will provide a copy of all licenses required for landfill used for sludge disposal.
- The Contractor will provide log sheets on a monthly basis containing number of tons of sludge hauled and location of disposal. The report shall be submitted the following month as an attachment to the invoice. Should the Contractor elect not to submit the report with the invoice, the report shall be due the 15<sup>th</sup> of the following month.

Each of these tasks will be carried out with the oversight and input of the Town. Any changes to the Contractor's sludge hauling permit shall be reported immediately and no later than 24 hours to the Town.

F. Frequency. Work shall be on an "as needed" basis as agreed to by the Town and the hauler, and subject to any scheduling limitations of the disposal site. Bidders may provide proposals for all of the services as specified in (1) through (3) below. Estimated maximum demand for services are as follows:

1. Solid Waste Screenings: 12 cubic yard roll off bin per week. Contractor supplied roll off bins shall be used for hauling and returned when emptied. Delivery receipt shall be left when bins are returned. Expected need is 12 months per year.
2. Sludge Cake: 2-20 cubic yard roll off bins per week average. Contractor supplied roll off bins shall be used for hauling and returned when emptied. Delivery receipt and weight ticket shall be left when bins are returned. Expected need varies, but two bins per week may be expected as an average.
3. Liquid Sludge: Total daily sludge removal is unknown using tank trailers provided by the hauler. A delivery manifest shall be required for each load removed. Expected need varies, but normally is required monthly.

G. Town's Method of Dumpster Operations at the Belt Press. When the dumpster is

filled, town personnel loosen the tugging cable that is attached to the front end of the dumpster and then unhook the cable from the dumpster. Contractor then is responsible for loading the dumpster onto the Contractor's hauling vehicle as well as any incidental labor required.

Further, town personnel stretches out the tugger cable to accept delivery of an empty dumpster then the Contractor places the dumpster in a pre-designated location for attaching the cable to the front end of the dumpster. Contractor is responsible for properly locating the dumpster without town personnel assistance other than as noted.

Properly sized manufactured dumpsters are required without modification to accommodate the loading/unloading process.

#### 4.2 Recycling.

A. Residential Recycling Services. Contractor shall collect, once per week on a scheduled day, all Recyclables in a Residential Recycling Cart from each Residential Service Unit in the Town. Contractor shall deliver the Recyclables collected to the Recycling Facility. In addition, Contractor shall process and market the Recyclables delivered to the Recycling Facility.

B. Town Facility Recycling Collection. Contractor shall collect, on a frequency solely decided by the Town, all Recyclables from each Town Facility. Contractor shall deliver the Recyclables collected to the Recycling Facility. In addition, Contractor shall process and market the Recyclables delivered to the Recycling Facility.

C. Disposal Prohibited. The Contractor shall be prohibited from (1) disposal of and/or landfilling of any Recyclables accepted or processed at the Recycling Facility or (2) marketing Recyclables to markets that the Contractor knows or reasonably should have anticipated will dispose of and/or landfill the Recyclables, except when approved in writing by the Town.

4.3 Manner of Providing Services. Unless otherwise stated in this Agreement, the Contractor shall be solely responsible for all aspects of the management, operation and maintenance of equipment relating to the Services including, but not limited to, the following:

A. Rejected Loads. Transportation and disposal of Rejected Loads (as defined in subsection 5.2 below) at the Recycling Facility to the Disposal Facility.

B. Residue and Rejects. Transportation and disposal of Residue and Rejects at the Recycling Facility to a Disposal Facility.

C. Recovered Materials. The shipping and marketing of Recovered Materials processed at the Recycling Facility.

D. Records. The maintenance of complete and accurate records and the provision of reports to the Town in accordance with the requirements of this Agreement.

E. Maintenance. The preventive maintenance, maintenance and repair of systems and equipment including vehicles, buildings, grounds and other equipment.

F. Clean-up. The prevention and clean-up of litter, spillage, dust and



odor as set forth in this Agreement.

G. Personnel. The recruitment, hiring and training of all managerial, supervisory and operating personnel providing the Services.

H. Carts. Purchase, maintenance, disposal and delivery of new Solid Waste Carts and Recycling Carts, as applicable, once the program begins. Contractor shall also be solely responsible for storage of unused Carts.

4.4 Part-Time Residents. Contractor shall provide each Residential Unit the opportunity to annually stop service temporarily for a period of up to eight continuous months upon notification by the resident.

5. Inspection of Loads and Rejected Loads.

5.1 Contractor's Right to Inspect Loads. The Contractor may inspect each delivery of Recyclables prior to and upon their discharge at the Recycling Facility.

5.2 Unacceptable Loads. Contractor may not designate a load as an unacceptable load for any reason other than those identified in this section. Prior to departure from the Recycling Facility of the vehicle delivering Recyclable Materials to the Recycling Facility, Contractor may designate a load as a "Rejected Load" for the following reasons:

A. Excessive Non-Recyclable Waste. A load of Recyclables contains more than 15% Non-recyclable Materials by weight.

B. Public Health Danger. A load of Recyclables presents a substantial endangerment, such as disease or death, to the public or employee health or safety.

C. Hazardous Waste. A load contains Hazardous Waste that cannot be easily separated from acceptable materials.

5.3 Procedure upon Rejection of Load.

A. Notice of Rejected Load. If the Contractor designates a load as a Rejected Load for the reasons set forth in subsections 5.2 above, Contractor must immediately provide written notice to the Town, including the reason the load was designated a Rejected Load.

5.4 Procedure upon Rejection of Load due to Hazardous Waste.

A. Notice of Rejected Load due to Hazardous Waste. If the Contractor designates a load as a Rejected Load for the reason set forth in subsection 5.2(C) above, Contractor must immediately provide written notice to the Town, including the reason the load was designated as containing Hazardous Waste.

6. Collection and Processing Equipment.

6.1 Collection Services Vehicles.

A. Appearance of Collection Services Vehicles. Contractor shall paint all Collection Service vehicles uniformly with the name of Contractor, customer service office telephone number and the unique identification number of the vehicle in letters not less than six inches high on each side and the rear of the vehicle. All Collection Services vehicles shall be uniquely numbered and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles, except for events sponsored by the Town, which shall be advertised on request of the Town and at no cost to the Town.

B. Age of Collection Services Vehicles. Contractor shall provide all Collection Services pursuant to this Agreement with Collection vehicles less than seven years of age. The average age for the Collection vehicles to be used for performance of Collection Services provided pursuant to this Agreement shall not exceed three years of age.

6.2 Collection Services Carts. Town shall have the sole decision in determining the appearance of the Carts.

A. Purchase and Initial Distribution of Carts. The Contractor, at its sole cost, shall purchase all Carts required for the provision of Collection Services pursuant to this Agreement. In addition, the Contractor, at its sole cost, shall deliver one Solid Waste Cart and one Recycling Cart to each Residential Service Unit prior to the Commencement Date, unless instructed otherwise by the Town. The Contractor shall attach a program introduction notice to each Cart delivered.

B. Subsequent Distribution, Maintenance and Storage. After the initial distribution of Carts, Contractor, at its sole cost, shall deliver Cart(s) to a Residential Service Unit within two business days of the request by the Town. Contractor shall attach a program introduction notice to each Cart delivered. Only clean serviceable carts will be delivered to customers.

C. Cart Care and Maintenance. Contractor's employees shall take care to prevent damage to Carts by unnecessarily rough treatment. Contractor shall be solely responsible for Cart maintenance. Routine cart cleaning shall be resident's responsibility.

D. Reserve Carts. Contractor shall maintain a minimum of 15 Solid Waste Carts and 15 Recycling Carts at a secure location within the corporate limits of the Town to ensure that extra or replacement Carts can be expeditiously provided upon the request of the Town.

E. Replacement of Carts. Upon notification to Contractor by the Town or a customer that a Cart has been lost, destroyed, stolen or that it has been damaged beyond repair, Contractor shall purchase, if necessary, and deliver a replacement Cart to such customer within two business days. At the expense of the Contractor, each Residential Service Unit shall be entitled to unlimited replacements of destroyed, stolen or damaged beyond repair Cart(s) for the life of the Agreement at no cost to the Town or the customer if determined by the Contract Administrator or authorized designee that such destruction or damage was caused by the Contractor or Contractor's employees or equipment. For additional replacements beyond those as provided in this Agreement or for Carts purchased by written authorization of the Town Manager, Town shall reimburse Contractor the purchase cost paid by Contractor for the Cart.

6.3 Collection and Processing Equipment, Excluding Carts.

A. Purchase, Operation and Maintenance. Unless otherwise stated in this Agreement, Contractor shall be solely responsible for all costs of purchasing, operating and maintaining Collection and processing equipment for the Term of this Agreement. Town, at its sole discretion, shall



determine whether the Contractor is or is not properly maintaining the Collection and processing equipment. If the Town determines the Contractor is not properly maintaining the Collection and/or processing equipment, Contractor shall replace such equipment in accordance with this Agreement and Town may assess liquidated damages in accordance with Section 18 of this Agreement.

B. Replacement. Unless otherwise stated in this Agreement, Contractor shall be solely responsible for the replacement of Collection and processing equipment if such equipment is lost, stolen or damaged beyond normal wear and tear. If Contractor or Town determines that Collection and/or processing equipment requires replacement, Contractor shall replace such equipment within 14 calendar days with comparable equipment. Contractor shall be responsible to make the appearance of the replacement equipment in adherence with the requirements of this Section.

#### 6.4 Ownership.

A. Collection Services Equipment other than Carts and Containers. Ownership of Collection Services equipment other than Carts shall rest with Contractor.

B. Carts and Containers. Ownership of Carts and containers shall rest with the Contractor during and after the term of the Agreement.

6.5 Disposal Facility and Recycling Facility Equipment. The Disposal Facility, Recycling Facility and any other processing center used to perform the Services shall be equipped with adequately sized truck scales and computerized record-keeping systems for weighing and recording all incoming and outgoing delivery vehicles and vehicles transporting Recyclable Materials to markets. The Recycling Facility shall be capable of recording the type of Recyclable Materials received for each incoming truck. Additionally, the Recycling Facility shall be capable of recording the weights of each type of Recyclable Material that are shipped. Contractor shall separately weigh, record and tabulate each load from Town.

7. Personnel. Contractor shall assign a qualified person or persons who will be in charge of its operations within the Town and authorized to make decisions on Contractor's behalf and shall provide the name, office telephone number, mobile phone number, email address and facsimile number of Contractor's representatives and key personnel to the Contract Administrator. Contractor agrees that the Town shall have 24 hour access to said representative via a non-toll call from the corporate limits of the Town. Such records shall be updated as personnel or contact information changes. In addition, Contractor shall adhere to the following requirements:

7.1 Key Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel of substantially equal or superior ability and qualifications. If deemed qualified, the Contractor is encouraged to hire Town residents to fill vacant positions at all levels.

7.2 Uniforms. Contractor shall furnish each employee involved in the performance of this



Contract with a uniform and safety vest, shirt or jacket which clearly displays the name of Contractor. Such uniforms and safety equipment shall make the employee readily visible to other motorists. Contractor's employees shall wear complete uniforms and safety vest, shirt or jacket at all times while working.

7.3 Safety Training. Contractor shall provide regularly scheduled, on-going operational and safety training for all its employees. In addition, Contractor's employees shall be trained to perform their duties to maximize the Town's recycling rate, minimize contamination and promote recycling at all times. Training meetings shall be mandatory for all Collection and supervisory personnel and held not less than once per month, All temporary and newly hired permanent Collection personnel and supervisory employees must receive comprehensive safety and operational training prior to working on the Collection vehicles or performing duties under this Agreement. Training manuals and schedules shall be maintained at the local office of Contractor and available for review at any time by Contract Administrator.

7.4 General Training. All employees involved in the performance of this Agreement including office and all Collection personnel, must be provided adequate training before and during their employment with the Contractor. This training shall familiarize employees with the required duties and standards of performance, specific requirement on routes to which they will be assigned, teach the route layouts previously established and approved and provide necessary knowledge to eliminate delays and Missed Collections, All supervisory and Collection employees must be provided equipment and supplies prior to and during the performance of their duties. All Collection, administrative, supervisory and customer service personnel must receive customer service training prior to and during the time they are employed by the Contractor.

7.5 Contact with Others. Contractor's employees shall treat all customers, co-workers, Town employees and any individual with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence and the use of profanity are strictly prohibited. The Town reserves the right to direct Contractor to remove any employee who violates this policy from providing services to the Town, pursuant to this Agreement.

7.6 Compliance with Laws. In performance of Collection Services, Contractor's employees must adhere to municipal, Town, State, County and Federal laws. Town reserves the right to make a complaint regarding any employee of the Contractor who violates any provision herein, or who is wanton, negligent or discourteous in the performance of his/her duties. The Town may recommend appropriate action be taken by the Contractor and may require the Contractor to remove any unacceptable employee, as determined by the Town, from service to the Town.

8. Hours of Operation and Holidays. Contractor shall not make any changes to the hours of operation as provided in this Section without the prior, written approval of the Contract Administrator.

8.1 Residential Collection Services. Excluding Holidays (as defined in subsection 9.7 below), Contractor shall provide Residential Collection Services from Monday through Thursday, 6:00 AM, Local Time to 5:00 PM, Local Time. Residential Collection Services that fall on a Holiday shall be collected as set forth in Section 8.5 below.

8.2 Extension of Collection Services Hours of Operation. If the Contractor determines that the Collection Services will not be completed by 5:00 PM, Local Time on the scheduled Collection day, the Contractor shall notify the Town by 3:00 PM, Local Time and request an extension of

the Collection hours. The Contractor shall inform the Town of the areas not completed, the reason for non-completion and the expected time of completion. The Town must approve any extension of hours of operation.

8.3 Disposal Facility. Excluding holidays as defined in subsection 8.5 below, Contractor shall maintain, or cause its provider to maintain, the Disposal Facility open and available to receive Solid Waste five days per week (Mon-Fri) between 7:00 AM, Local Time to 6:00 PM, Local Time.

8.4 Recycling Facility. Excluding Holidays, Contractor shall maintain or cause its provider to maintain the Recycling Facility open and available to receive Recyclables five (5) days per week between 7:00 AM, Local Time to 6:00 PM, Local Time.

8.5 Holidays. The Town, at its sole discretion, may add or delete holidays. If the Town elects to add or delete holidays, the Town will provide the Contractor notice in accordance with the provisions of this Agreement. If a holiday occurs on a scheduled Collection day, Contractor shall perform the scheduled Collection for the holiday and the remainder of the week ending on Friday on the next calendar day after the scheduled Collection day. For purposes of this Agreement, "Holidays" shall include the following:

- A. New Year's Day
- B. Independence Day
- C. Thanksgiving Day
- D. Christmas Day

9. Customer Service Complaints. Contractor and Contractor's employees understand that customer service is of great importance to the Town. Contractor and its employees will work diligently to provide high quality customer services to the Town and all customers.

9.1 Customer Service Complaint Resolution Procedure. All customer service complaints shall initially be directed to the Contractor. The Contractor will generate an electronic work order outlining all legitimate complaints received. The work order will contain (A) date and time of call, (B) customer name, address and phone number and (C) type of complaint. A copy of the work order will then be electronically submitted to the Town, including a schedule for resolution. The Contractor will resolve each customer complaint in a timely manner as set forth below:

A. Handling Complaints. The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. The Contractor shall maintain a telephone listing in the name in which he is doing business as a Contractor and provide answering service for those customers needing to contact him between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

B. Customer Information. The Contractor shall provide each residential customer with a condensed version, approved by the Town, of rules and regulations for refuse collection. Said condensed version shall outline rates and obligations of the customer and Contractor, according to the terms of this agreement.



C. Same Day Request. If the complaint is a Missed Collection or Missed Block, Contractor shall pick up the Missed Collection or Missed Block on that same day if the complaint is received by the Contractor prior to 11:00 AM, Local Time.

D. Next Day Request. If the complaint is a Missed Collection or Missed Block, Contractor shall pick up the Missed Collection or Missed Block before 5:00 PM, Local Time on the next calendar day if the complaint is received by the Contractor after 11:00 AM, Local Time.

E. Other Complaints. If the complaint is other than a Missed Collection or Missed Block, Contractor shall resolve the complaint within 24 hours of written notice of such complaint to Contractor.

9.2 Work Order Reporting. Upon resolution of the customer complaint, Contractor will close the work order and resubmit it to the Town. The closed work order will include (A) Contractor's determination as to legitimacy of the complaint, (B) the date, time and action taken to resolve complaint and (C) the name of responsible contact at Contractor's location regarding the complaint.

10. Damage to Property. The Contractor shall take all necessary precautions to protect public and private property during the performance of this Contract. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public property that is damaged by the Contractor. Such property damages shall be addressed for repair or replacement, at no charge to the property owner, within 48 hours with property of the same or equivalent value at the time of the damage. If the Contractor fails to address the repair or replacement of damaged property within 48 hours, the Town may, but shall not be obligated to, repair or replace such damaged property and the cost of doing so (A) shall be paid by the Contractor to the Town within 30 days of receipt of demand therefore or (B) may be deducted by the Town from any amounts owing to the Contractor.

A. In General. The Contractor shall abide by the route and schedules. The Town reserves the right to deny the Contractor's vehicles access to certain streets, alleys and public ways, inside the Town or outside the Town enroute to the disposal facilities, where it is in the best interest of the general public to do so due to conditions of streets, alleys, or bridges. The Contractor shall not interrupt the regular schedule and quality of service because of such closures. Any and all route and/or schedule changes shall be approved by the Town Manager. The Contractor shall furnish written notices of changes in schedules to the customers at least ten (10) days prior to the actual change in routes or schedules.

NOTE: The Contractor's attention is directed to the fact that at various times during the year, the quantity of refuse to be disposed of is materially increased by fluctuations in the amount of winter resident yard waste. This additional workload will not be considered as adequate justification for failure of the Contractor to maintain the required collection schedules and routes.

NOTE: Some Town roads, public and private, improved and unimproved, may not accommodate larger trucks. Alternative vehicles may need to be considered to accommodate service. Contractor will make all reasonable efforts to accommodate this provision. If all reasonable efforts have been exhausted and such roads remain inaccessible, Contractor and the Town Manager will communicate, coming to an agreement as to alternative pick up locations, types of vehicle used, etc. to complete the



route in the most cost effective and reasonable means necessary.

## 11. Spillage and Leakage, Litter, Dust and Odor.

11.1 Spillage and Leakage. Contractor shall clean up any spilled or blowing materials as well as fluids spilled or leaked from Contractor's vehicles by the Contractor, Contractor's employees or authorized persons or entities providing service to the Contractor. During transport, all materials shall be contained, covered and enclosed so that leaking, spilling and blowing of materials does not occur. Contractor shall perform all cleanups within two hours of the spillage or leakage.

11.2 Litter. If Contractor operates the Disposal Facility, the Recycling Facility or the processing facility for Green Waste, the Contractor shall be required to pick up any and all litter (including any glass spillage) which blows or falls from the Disposal Facility, Recycling Facility or Green Waste facility onto the site or adjoining or surrounding property by the end of each workday or by the end of the first shift, if operated for more than ten hours per day. All on-site parking areas and roadways shall be swept at least once per month.

11.3 Dust and Odor. If Contractor operates the Disposal Facility, the Recycling Facility or Green Waste facility the Disposal Facility, Recycling Facility and Green Waste facility shall be operated to prevent the escape of dust and odors. The Contractor shall routinely clean the tip floor and the process and storage areas.

## 12. Recordkeeping, Reporting, Audited Financial Statements and Reporting Format.

12.1 Recordkeeping. The Contractor shall create, maintain and make available records as defined in, and required by, all applicable local, State and Federal laws, rules and regulations and any reports as are reasonably necessary to document the following:

- A. Deliveries. Recyclables deliveries, Residential Solid Waste deliveries, time delivered to Recycling Facility, time delivered to Disposal Facility, tonnage of material delivered, Rejected Loads by date collected and other information as requested by Contract Administrator (a monthly summary shall also be submitted to the Town).
- B. Missed Collections; Problem Set-out. Missed Collections, Late Set-outs and Improper Set-outs on a daily basis including the address, time and date for each and the reason, photograph and notice for Improper Set-outs (a monthly summary shall also be submitted to the Town).
- C. Recovered Material. Recovered Material from Recyclables, tons marketed by commodity, entity marketed to, price paid by the end market and other information as requested by Contract Administrator (a monthly and annual summary shall also be submitted to the Town).
- D. Recyclables. For Recyclables, document incoming tonnages, residue tonnages, rejects tonnages, hazardous waste tonnages, marketed tonnages by commodity and inventory tonnages by commodity. Contractor shall provide an explanation if incoming tonnages does not equal the total of rejects tonnages, hazardous waste tonnages, marketed tonnages by commodity and inventory tonnages by commodity (a monthly and annual summary shall also be submitted to the Town).

E. Hazardous Waste. Hazardous Waste including the source, tonnage, date received, disposal facility and other information as requested by Contract Administrator (a monthly and annual summary shall also be submitted to the Town).

F. Other Regulatory Documents. Such other documents and reports as the Town may reasonably require to verify compliance with the Agreement or to meet the Town's reporting requirements with the State.

G. Availability of Documents. All of Contractor's records shall be available to Town and its representatives at reasonable times and places throughout the term of this Agreement and for a period of five years after last or final payment.

## 12.2 Reporting.

### A. Initial Reports.

1. Transition Plan. The Contractor shall provide a transition plan 90 calendar days prior to Commencement Date. This plan shall detail transition to the Contractor providing Solid Waste Service, Bulk Waste Service and Sludge Hauling Service. This transition plan will be submitted for approval by the Contract Administrator.

2. Processing and Marketing Plan. The Contractor shall provide a processing and marketing plan 90 calendar days prior to Commencement Date. This plan shall detail the processing and marketing of all Recyclables and Recyclable Materials at the site. This processing and marketing plan will be submitted for approval by the Contract Administrator.

3. Hazardous Waste Contingency Plan. The Contractor shall provide a Hazardous Waste contingency plan, 30 calendar days prior to the Commencement Date, to the Contract Administrator and to the Town's Risk Manager. This plan shall detail what actions shall be taken by the Contractor upon discovery of Hazardous Waste. This contingency plan will be reviewed by the Contract Administrator. The plan shall include a copy of a signed contract(s) with a permitted Hazardous Waste transporter(s) to handle any Hazardous Waste discovered. The plan must comply with all State and Federal regulations regarding the handling of Hazardous Waste. Non-conformance with any State or Federal regulation shall cause rejection of the plan. This Hazardous Waste contingency plan will be submitted for approval by the Contract Administrator.

B. Monthly Reports. Contractor shall submit all monthly reports required by this Agreement to the Town Manager or authorized designee within seven calendar days following the end of each calendar month.

C. Annual Reports. Contractor shall submit all annual reports required by this Agreement to the Town Manager or authorized designee within 30 calendar days following the end of the Town's fiscal year.

12.3 Report Format. Within 14 days after the Commencement Date, the Contractor will be required to submit to the Town for its approval the format and sample contents of the records to be



maintained and the reports to be generated in fulfillment of the requirements of the Agreement. Contractor shall submit all reports in electronic format approved by the Town and in hard copy.

13. Customer List, Billing and Collections, Payment and Annual Adjustments.

13.1 Customer List. On or prior to \_\_\_\_\_, 2012, the Town shall provide Contractor with a Residential Service Unit customer list and a Town Facility customer list. Regardless of the customer list, Contractor shall provide Collection Services to all Services Units and Town Facilities in accordance with this Agreement.

13.2 Billing and Collection.

A. Solid Waste, Bulk Waste, Recycling and Disposal Services. The Contractor shall bill Residential Service Units for Residential Solid Waste, Bulk Waste, Recycling Services and Solid Waste Services in accordance with the rate structure established on Forms 5 and 6 respectively, attached hereto as a part of Exhibit D and as may subsequently be adjusted as set forth in this Agreement.

1. Understandable Bills. Bills will be clear, concise and understandable. Bills must be fully itemized, clearly delineating all activity during the billing period, including optional charges, rebates and credits.

2. Uniform Billing. Contractor shall bill all Residential Service Units in a uniform, non-discriminatory manner, regardless of level of service. Payment shall be due no sooner than the 15th day of each billing period, and the due date shall be listed on each bill. Bills shall be mailed no later than the first day of the billing period. Contractor shall provide a process to accept payments from a homeowner's association or its authorized representative for Service Units within that homeowner's association.

3. Customer Dispute. In case of a bill dispute, the Contractor must respond to a written complaint from a resident within 15 days.

4. Refunds. Refund checks will be issued promptly, but no later than the next billing cycle following resolution of the request or 30 days, whichever is earlier. Credits for service will be issued no later than the next billing cycle following the determination that a credit is warranted.

5. Delinquent and Closed Accounts. The Contractor shall discontinue refuse collection service at any Residential Unit as set forth in a written notice sent to it by the Town. Upon further notification by the Town, the Contractor shall resume refuse collection on the next regularly scheduled collection day.

6. Individual Rights. Contractor shall not deny service, deny access, or otherwise discriminate against citizens on the basis of race, color, religion, national origin, sex, age, or disability. Contractor shall comply at all times with all other applicable federal, state, and local laws and regulations, and as amended from time to time, relating to nondiscrimination.

7. Equal Opportunity. Contractor shall strictly adhere to applicable equal employment opportunity requirements of federal, state, and local regulations as amended from time to time.

8. Protection of Privacy.

a. At the time of delivery of the Carts to a Residential Service Unit and at least once a year thereafter, Contractor shall provide notice in the form of a separate, written statement to each Residential Service Unit that clearly and conspicuously informs the occupant of:

(1) The nature of personally identifiable information collected or to be collected and the nature of the use of such information.

(2) The nature, frequency, and purpose of any disclosure which may be made of such information, including any identification of the types of persons to whom the disclosure may be made.

(3) The period during which such information will be maintained by the Contractor.

(4) The times and place at which the Customer may have access to such information in accordance with Section 8 of this Agreement.

(5) The limitations provided by this Section with respect to the collection and disclosure of information by Contractor and the right of the Customer to enforce such limitations.

b. For purposes of this subsection, the term "personally identifiable information" does not include any record aggregate data which does not identify particular persons.

c. Except as provided in herein, Contractor shall not disclose personally identifiable information concerning any customer without the prior written or electronic consent of the customer concerned.

d. Contractor may disclose such information if the disclosure is:

(1) Necessary to render or conduct a legitimate business activity related to Services provided by the Contractor to the customer.

(2) Made pursuant to a court order authorizing such disclosure, if the customer is notified of such order by the person to whom the order is directed.

e. A customer shall be provided, free of charge, access to all personally identifiable information regarding that customer which is collected and maintained by



Contractor. Such information shall be made available to the customer at reasonable times and at a convenient place designated by Contractor. A customer shall be provided reasonable opportunity to correct any error in such information.

f. Contractor shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending request or orders for access to such information under or pursuant to a court order.

9. Contractor shall establish a procedure for addressing delinquent accounts and shall be solely responsible for courteous resolution of any collection matters. The Contractor shall be permitted to pick up the Solid Waste Cart and Recycling Cart from any Residential Service Unit for which fees for service have become delinquent by more than 60 days after the first notice of delinquency by the Contractor to the customer.

### 13.3 Town Payment to Contractor.

A. Town Facility Sludge Hauling Collection Services. Town shall pay Contractor for Town Facility Sludge Hauling Collection Services at the rates set forth on Form 6 in an amount equal to the Town's authorized Town Facility Solid Waste Collection Services minus any disputed amounts.

13.4 Payment for Variance; Inspections. For the duration of this Agreement, Contractor shall be solely responsible for the costs associated with the request for and issuance of a variance by the Pinal County Environmental Health Division with respect to services to be provided pursuant to this Agreement. Contractor shall also be responsible for conducting any inspections required as a condition upon the Town's variance. Contractor shall provide the Town with (A) quarterly reports detailing the inspections completed and (B) other such information or reports as may be requested by the Town from time to time to comply with the requirements of the variance.

13.5 Contractor Payment to Town/Operating Agreement Fee. Contractor shall pay Town in consideration of the grant of this Agreement a sum equal to five percent (5%) of the gross retail revenues of Solid Waste Services (excluding governmental impositions such as sales taxes) from the sale by it of solid waste, bulk waste, recycling and sludge hauling services within the present and any future corporate limits of Town, as shown by Solid Waste Services billing records (the "Fee"). The Fee shall be due and payable quarterly. For the purpose of verifying the amounts payable hereunder, the books and records of the Contractor shall be subject to inspection by duly authorized officers or representatives of Town at reasonable times. Notwithstanding the above, Town and Contractor agree that on or after July 1, \_\_\_\_, Town may request that the Operating Agreement Fee be increased and Contractor will agree to such increase, provided however that Contractor shall pay no higher percentage of its gross retail revenues as and for such fee than the highest fee paid by any other provider within the Town as of the time of such request.

Beginning July 1, 2012, payment as described in the preceding paragraphs shall be payable in quarterly amounts within 30 days after the end of each calendar quarter.

13.6 Nature of Agreement. This Agreement is exclusive only as to those geographic areas within Town limits. Contractor may not assign this Agreement to any other person, firm or corporation without the prior written consent of Town.

13.7 Insurance Requirements. The Contractor, 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 term of this Agreement; failure to do so may, at the sole discretion of the Town, constitute an event of default by the Contractor under this Agreement. The Contractor 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 Insured.

A. General Liability. The Contractor 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 least as broad as Insurance Service Office, Inc., Policy Form CG000211093 (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, nor 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, CG20101185 (October 2001 version).

B. Automobile Liability. The Contractor 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 Contractor'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, material 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.

13.8 Annual Rate Adjustments. All costs proposed in Forms 5 and 6 shall remain fixed from the execution of this Agreement through June 30, 20\_\_\_. On July 1, 20\_\_\_ and every July 1st thereafter during the Term of this Agreement, all cost of Collection Services, excluding costs associated with Carts, costs associated with Containers, costs of disposal and costs of processing and marketing, shall be adjusted, increased or decreased, according to this Section. The annual adjustment shall be a composite of two indices, 85% of which will be the Consumer Price Index — All Urban Consumers, CUUSA429SAO, CWUSA429SAO, Not Seasonally Adjusted, Area: Phoenix-Mesa, Item: All items ("CPI") and 15 % of which will be the Diesel Fuel price index by the United States Department of Energy (the "DOE"). The



Diesel Fuel adjustment shall be based on the most recent price as of July 1st of the then-current year as compared to the same price as calculated one year ago for Diesel Fuel (cents per Gallon), U.S. The CPI adjustment shall be calculated by comparing the index as of July 1st of the then-current year with the same index as it existed on July 1st of the prior year.

Notwithstanding the result of the calculation for the composite indices, in no event shall the cumulative rate adjustment (the CPI plus the Diesel Fuel price index by the DOE) exceed 5% per year.

13.9 Annual Route Audit. Once during the first year and every third year thereafter, the Contractor shall conduct an audit of its Collection routes in the Town. The annual route audit, at minimum, shall consist of an independent physical observation by person(s) other than the route driver or route supervisor of each Residential Customer in the Town. The annual route audit information shall include, at a minimum, the following information for each account:

For Residential Cart Customers:

- Route Number;
- Truck Number;
- Number and size of Carts by waste stream (Refuse, Recycling);
- Service Address; and,
- Cart condition.

Within 30 days after the completion of the route audit, the Contractor shall submit to the Town a report summarizing the results of the annual audit. One copy shall be submitted to the Public Works Director. This summary shall include:

- Identification of the routes;
- Truck numbers;
- Number of accounts, by route and in total;
- Types of billing and service exceptions observed;
- Number of billing and service exceptions by type;
- Total monthly billing, pre-audit;
- Total monthly billing, post-audit (subsequent to corrections of identified exceptions; and,
- Percentage of billing and service exceptions:

- Percentage of the number of accounts with errors to the total number of accounts served;
- Percentage of the “net” change in monthly billing as a result of the audit to the total pre-audit monthly billing; and,
- Percentage of the “absolute” change in net monthly billing as a result of the audit to the total “pre-audit” monthly billing.

The report shall include a description of the procedures followed to complete the annual route audit. This description shall include the names and titles of those supervising the route audits and the name and titles of those performing the observations. Additionally, the report shall include a description of the pre-audit training of the route auditors, particularly if temporary personnel are used.

The report shall also include a description of the changes and the Contractor’s plans to resolve the exceptions. The results of the annual audit shall be available for review by the Town or its representative.

14. Public Education Activities. Contractor shall provide the following services associated with public education notices at no cost to the Town or the customer. Contractor will at no time place public education notices inside customers' mailboxes. Contractor shall not distribute any public education notices to Residential Service Units within the Service Area without written approval from Contract Administrator.

14.1 Distribution of Program Introduction Notice. Contractor shall distribute, at Contractor's own expense, a program introduction notice for each Residential Service Unit for which Contractor delivers a Cart. The program introduction notice shall be delivered to each Residential Service Unit twice before Collection begins. Contractor shall deliver the first notice via first class mail not later than 60 days prior to the Commencement Date. Thereafter, Contractor shall attach a program introduction notice via a non-adhesive means to each Cart delivered to a customer or picked up by a customer at the Contractor's office.

14.2 Development, Printing and Distribution of Improper Set-out Notice. Contractor shall develop, print and distribute, at Contractor's own expense, an improper set-out notice. The improper set-out notice shall be approved by the Town and shall include one original with two copies. The improper set-out notice shall include (A) the date (B) reason for non-Collection and (C) Contractor's customer service telephone number and (D) any other information the Town requests. Contractor shall attach the original improper set-out notice via a non-adhesive means to the handle of the Cart. Contractor shall take a digital photo of set-out that receives an improper set-out notice. Contractor shall maintain copies of improper set-out notices and digital photos in a format that enables Contractor to immediately retrieve a requested notice or photo by address. Contractor shall provide a monthly report of improper set-out notices as set forth in this Agreement.

15. Ownership of Solid Waste and Recyclables. Title to Solid Waste, including Bulk Waste, shall pass to the Contractor once the Contractor takes possession of the



materials at the Residential Service Unit. The risk of loss to the Recyclable Materials shall pass to Contractor at the time they are picked up by the Contractor.

16. Addition and Deletion of Recyclable Materials. The Town reserves the right to add or delete other Recyclables to the program or delete Recyclable Materials from the program if the contracting parties agree it is economically and technically feasible. Additional fees, if any, for recovery of additional Recoverable Materials may be negotiated and implemented as a change in service fee in an amendment to this Agreement.

17. Liquidated Damages. Contractor understands that if Contractor does not timely perform its obligations pursuant to the terms of this Agreement, Town will suffer damages which are difficult to determine and adequately specify. The acts or omissions set forth in this Section 17 shall be considered a breach of the Contract. The Contractor shall be liable for the liquidated damage amount set forth herein upon any determination by the Town that performance has not occurred consistent with the provisions of the Agreement. The Town shall notify the Contractor in writing or electronically of each act or omission in this Agreement reported to or discovered by the Town. It shall be the duty of the Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint. The Contractor agrees, in addition to any other remedies available to the Town, that the Town may deduct the full amount of any liquidated damages from any payment due to the Contractor. The remedy available to the Town under this paragraph shall be in addition to all other remedies which the Town may have under law or at equity.

17.1 Missed Collection. \$25 for each Missed Collection above two misses per Collection day, to be assessed at the end of each Collection month. A Missed Collection occurs when (A) a resident reports that their material was set at the curb by 6:00 AM, Local Time and was not collected; (B) the address was not reported by the Contractor as a late set-out or an improper set-out. Contractor may dispute the designation as a Missed Collection to the Contract Administrator. In the case of a dispute, the Contract Administrator's determination shall be final as to whether a set-out is a Missed Collection.

17.2 Missed Block. \$250 for each incident of the Contractor failing to pick up material on a block. A Missed Block occurs when one side of a street between cross streets or an entire cul-de-sac where residents from at least three households on that street report that they had their material out before 6:00 AM, Local Time and the material was not picked up; the material was properly sorted and the address was not reported by the Contractor as a late set-out. Contractor may dispute the designation as a Missed Block to the Contract Administrator. In the case of a dispute, the Contract Administrator's determination shall be final as to whether a block is a Missed Block.

17.3 Less than Majority Collected. \$2,500 for each incident for failure to complete a majority (50%) of the Collections on a given day.

17.4 Failed Spill Clean-up. \$250 for each incident for failure to clean up material spilled or littered by Contractor within six hours of verbal or written notification.

17.5 Failed Vehicle Maintenance. \$100 for each incident for failure to maintain vehicle in manner which prevents nuisances such as leaky seals or hydraulics.

17.6 Failed Correction of Missed Collection. \$250 for each incident for failure or neglect to collect materials from a Missed Collection location within the amount of time specified in this Agreement.

17.7 Failed Cart Maintenance. \$100 for each incident for failure to maintain Carts or Containers in proper working order ten days after notice has been provided by the Town.

17.8 Fail to Timely Complete Reports. \$250 for each incident for failure to timely provide a complete monthly or annual report.

17.9 Failure to Return Carts. \$100 for each incident for failure to return Carts or Containers to their original locations after collection. For the purposes of this subsection, "original location" shall mean within ten feet of the location at which the Cart was placed immediately prior to the Contractor picking it up for service. Contractor shall not be penalized for any Carts returned to their original location which are subsequently moved by a third party.

17.10 Failure to Provide Updated Maps. \$50 per day for each day beyond 30 days after change in routing for failure to provide updated route maps to Town after change in routing.

17.11 Failure to leave Education Tag. \$100 for each incident for failure to leave an education tag when material that is inappropriately prepared is not collected.

17.12 Failure to Label. \$100 for each incident for distributing Carts without labels that include text and graphics depicting what materials may be placed in the containers.

17.13 Failed Customer Complaint Response. \$100 per Business Day thereafter per incident for failure to respond to any customer complaint received by the close of the following Business Day.

17.14 Failure to Document Customer Complaints. \$50 per Business Day thereafter per incident for failure to provide the Town with the required resolved customer complaint documentation.

17.15 Failure to Accept Materials. \$3,000 for each day for failure to be able to accept materials on any day after the date upon which service begins on which materials are to be collected.

17.16 Failed Reject Handling. \$500 for each occurrence for failure to handle Rejects in accordance with this Agreement.

Exceptions: For the purposes of this Agreement, the Contractor shall not be deemed to be liable for penalties where its inability to perform Collection Service is the result of conditions of Force Majeure as set forth in Section 25 of this Agreement, or inclement weather severe enough that trucks cannot safely take Collections, provided however, that the Contractor shall obtain the approval for the delay from the Town prior to 3:00 PM, Local Time of the scheduled Collection day.

17.17 Limitations on Scope of Agreement. The Agreement shall be exclusive except



as to the categories of Solid Waste listed in this Section and only to the extent described herein. The granting of this Franchise shall not preclude the categories of Solid Waste listed below from being delivered to and Collected and transported by others provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from the Town that is otherwise required by law:

- a) Recyclable Materials source separated from Solid Waste by the Customer and for which Customer sells or is otherwise compensated by other Persons in a manner resulting in a net payment to the Customer;
- b) All Temporary Roll-off Box service;
- c) Temporary Bin service for the Collection of Construction and Demolition Waste;
- d) Roll-Off Box and Bin service provided at Non-Town Sponsored Events;
- e) Construction and Demolition Waste that is incidentally removed by a duly licensed construction or demolition Contractor or as part of a total service offered by said licensed Contractor or by the Town, where the licensed Contractor utilizes its own equipment and employees;
- f) Solid Waste, including Recyclable Materials, which is removed from any Premises by the Customer, and which is transported personally by the Customer off such Premises (or by his or her full-time employees) to a processing or Disposal Facility;
- g) Recyclable Materials and Waste which are source separated at any Premises by the Customer and donated to youth, civic, or charitable organizations;
- h) Waste removed from a Premises by a gardening, landscaping, or tree trimming Contractor utilizing its own equipment and employees as an incidental part of a total service offered by the Contractor rather than as a hauling service;
- i) Animal waste and remains from slaughterhouse or butcher shops for use as tallow;
- j) Collection services related to take-back programs in which manufacturers or retail establishments accept extended responsibility for Recycling goods produced or sold.
- k) Hazardous Waste, medical waste, and radioactive waste, regardless of its source; and,
- l) The casual or emergency Collection, removal, Disposal or diversion of Solid Waste by the Town through the Town's officers or employees.

The Contractor acknowledges and agrees that the Town may permit other Persons besides the Contractor to Collect any or all types of the Solid Waste listed in this Section without seeking or obtaining approval of the Contractor under this Agreement. Town may enter into agreements with other entities for the solid waste and Recycling services not provided for in this Agreement, including but not limited to, Disposal of street sweeping debris and Waste from Town landscaping maintenance

operations, contract services, “niche” Recycling Services, and Hazardous Household Waste pickups.

The Contractor is granted the right and privilege to Collect, transport, or process and Dispose of Solid Waste only as is consistent with State and federal laws, now and during the term of the Franchise, therefore, the scope of this exclusive Franchise shall be limited by current and developing State and federal laws with regard to Solid Waste handling, exclusivity of Franchise, control of Recyclable Materials, Solid Waste flow control, and related doctrines. In the event that future interpretations of current law, new legislative enactments or developing legal trends limit the ability of the Town to lawfully permit the scope of Franchise services set forth herein, the Contractor agrees that the scope of the work will be limited to those services and materials which may lawfully be provided for under the Agreement, and that the Town shall not be responsible for any lost profits which are claimed by the Contractor to arise from such further limitations upon the scope of the Agreement as set forth herein. In such an event, it shall be the sole responsibility of the Contractor to minimize the financial impact to the services being provided, to the fullest extent possible.

17.18 Town’s Right to Acquire Services. The Contractor acknowledges and agrees that the Town may permit other Persons besides the Contractor to provide additional Solid Waste services not otherwise contemplated under this Agreement. If, pursuant to this Agreement, the Contractor and the Town cannot agree on terms and conditions of such additional or expanded diversion services within ninety (90) days from the date when the Town first requests a proposal from the Contractor to perform such services, the Contractor acknowledges and agrees that the Town may permit Persons other than the Contractor to provide such services.

17.19 Clean-Up Days. The Town usually sponsors two (2) clean-up days per year. The Contractor agrees that it shall cooperate with the Town to fulfill any requirement necessary for the Contractor to provide services for this effort. These services may include at a minimum the following; household hazardous waste, batteries, tires, scrap metal, and those items not typically and/or excluded from the services of this Contract.

17.20 Annexations. This Agreement extends to any territory annexed to the Town during the term of this Agreement which is not within the service area for another solid waste enterprise. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law, and the Town agrees that it shall cooperate with the Contractor to fulfill any requirement necessary for the Contractor to service the annexed area consistent with this paragraph. The Town is developing and as such customers are constantly added/deleted as a result of growth and the demographics of its citizens.

17.21 Holiday Tree Collection Program. Contractor shall operate and notify Customers about an annual Holiday Tree Collection and Recycling program. The program shall include both Collection from Single Family and Multi-Family Customers. Collection period shall be from the first Collection day after December 25 and ending on the second Saturday in January. The Contractor shall reasonably cooperate with the Town in the scheduling and operation of the Holiday Tree Collection program. Trees must be cut into lengths no longer than seven (7) feet, be free of ornaments, garlands, and tinsel, and stands must be removed. Trees shall be diverted from Disposal.

17.22 Emergency Collection and Disposal Service. Contractor will assist Town at the



Town's request for emergency Collection and Disposal service in the event of major disaster, such as an earthquake, storm, wind storm, riot or civil disturbance, or as otherwise determined necessary by the Town, by providing Collection vehicles and drivers normally assigned to the Town, at the rates provided. The rate for this service is to remain fixed for the term of the Agreement.

18. Performance Guaranty. Contractor shall furnish the Town with a Performance Bond covering faithful performance of this Agreement. The bond shall be submitted within 45 days following the Effective Date, but in no event later than the Commencement Date. The Bond shall be in an amount not less than the annual value of this Agreement and in a form approved by the Town Attorney. The term of the Bond shall be not less than one year beginning on the Commencement Date. The Contractor shall furnish the Town with a renewal of the Bond for an additional term of not less than one year from the expiration date of the Bond then in effect for each year this Agreement is in effect. The renewal of the Bond shall be submitted at least 30 days prior to the expiration date of the Bond then in effect. Notwithstanding the foregoing, the Surety shall not be obligated to renew the Performance Bond for any successive year. Non-renewal shall not be construed as a default by the Contractor under the bond and shall not be actionable under any bond provided. The Performance Bond shall be limited to one and only one surety which shall be issued by a Surety Contractor authorized to do business in the State of Arizona and have A.M. Best rating of "A" or better and the "T" Underwriting limitation is not exceeded by this Bond.

19. Taxes. Contractor shall be responsible for and shall pay all sales, consumer, use and other taxes. When equipment, materials or supplies generally taxable to the Contractor are eligible for a tax exemption due to the nature of the item, Contractor shall assist Town in applying for and obtaining such tax credits and exemptions which shall be paid or credited to Town.

20. Compliance with Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remain in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services including the following: (i) existing and future Town and County ordinances and regulations, (ii) existing and future State and Federal laws, (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards, (iv) applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement and (v) requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

21. Compliance with Municipal Code. The Contractor shall comply with those provisions of the municipal code of the Town which are applicable, and with any and all amendments to such applicable provisions during the term of this Agreement.

21.1 The Municipal Town Code Chapter 52 entitled and known as the "Solid Waste Ordinance of the Town of Florence" has been excerpted and criteria contained therein is included below. In order to protect the health and safety of the citizen of the Town and to protect the environment by establishing minimum standards for the storage, collection, treatment, transportation, processing and disposal of Solid Waste; adherence to the provisions of Chapter 52 of the Town Code is required.

## 21.2 Responsibility for Solid Waste and Recyclables

A. The responsible party of any premises shall be responsible for their solid waste or recyclables until the solid waste or recyclables are collected by the Town of Florence agents of the Town of Florence or licensed solid waste haulers.

B. The responsible party of any premises shall be responsible for the sanitary conditions of the premises, business establishment or industry, and for the proper storage, containment and placement for collection of all solid waste and recyclables. Except as provided in this chapter, it shall be a violation for any person to bury, dump, dispose or release upon any street, alley, right-of-way or public land, any solid waste or recyclables, including construction and demolition solid waste and tires.

## 21.3 Solid Waste or Recyclables Container Requirements

A. *General statement.* The responsible party of any premises shall be responsible for the sanitary condition of the premises and for the proper storage, containment and placement for collection of all solid waste and recyclables. All solid waste and recyclables shall be stored in a manner that does not present a health or safety hazard or public nuisance, including, but not limited to the breeding of insects. No person shall place, deposit or allow to be placed or deposited on his or her premises or private property or any public street, alley or right-of-way any solid waste or recyclables except in a manner prescribed in this chapter.

B. *General requirements.*

1. All responsible parties using or occupying any dwelling unit, commercial, industrial or institutional establishment or grounds within the corporate limits of the Town of Florence where solid waste and recyclables accumulate, shall contain their solid waste and recyclables in watertight and fly-tight containers.

2. Solid waste shall be stored, collected and hauled for disposal in accordance with the State Department of Health Services and State Department of Environmental Quality Regulations.

3. It is the container users' and responsible parties' responsibility to properly contain solid waste or recyclables generated on their premises and to keep the area around the container continuously clear and free of all debris. If the property has alley solid waste service, the term **AREA** includes the alley.



4. A minimum service level of no less than one-fourth cubic yard per dwelling unit, collected twice weekly, is required for all residential establishments. One-fourth cubic yard is equivalent to 50 United States gallons or one-half of a Town of Florence 96-gallon curbside collection container.

5. All solid waste and recycling containers shall be maintained in a sanitary condition. Containers shall not be stored or maintained in such a manner as to constitute a nuisance, health or safety hazard.

6. It shall be unlawful for any person not authorized by the responsible party to remove, collect or disturb the solid waste and recyclables stored in the containers or to remove from a solid waste or recycling container any solid waste or recyclables set out for collection and disposal by the Town of Florence or agents of the town or licensed solid waste haulers. This prohibition does not apply to law enforcement officers acting within the scope of their official duties.

7. It shall be unlawful for any person to utilize the solid waste or recycling containers or receptacles assigned to other persons for the disposal of solid waste or recyclables without their permission. This does not apply to the automated solid waste or recycling collection system where residents share the use of common containers.

8. The lids or covers of any solid waste and recycling containers shall at all times be kept secure in such a manner to prevent intrusion or moisture, infestation of insects and scattering of solid waste or recyclables. Covers shall be kept closed except when containers are being loaded or emptied. Each container shall be placed on or adjacent to the property of the authorized user at a location approved by the Director.

9. Location of containers in alleys. Containers used for storage of solid waste and recyclables shall be placed as follows:

a. Containers shall be located on one side of the alley, as determined by the Director.

b. No container shall be placed so as to restrict egress from an exit door or beneath a fire escape. No container shall be placed under a street floor window unless the window is of fire-resistant construction.

10. Non-alley containers shall be located in such a manner to not interfere with pedestrians or vehicles at a location approved by the Director.

11. All boxes, cartons and crates shall be collapsed before being placed in containers. Ashes shall be soaked with water to extinguish any live embers and contained in tied bags before placement in containers.

12. Explosive or flammable materials of any kind shall not be placed in any solid waste recycling container.
13. Corrosives, reactives, oxidizers, lead acid batteries or any hazardous waste shall not be disposed of in solid waste or recycling containers.
14. Pool chemical containers shall be emptied, rinsed, drained and moisture free prior to being placed in a solid waste or recycling container.

C. *Residential user requirements.*

1. All household solid waste and grass shall be bagged and securely tied before being placed in solid waste containers. Solid waste shall be drained of all liquids and tied in waterproof bags before being placed in solid waste containers.
2. Construction and demolition solid waste shall not be placed in a solid waste or recycling container. If the construction and demolition solid waste is generated, the responsible party is responsible for the removal and disposal of the solid waste. All construction and demolition solid waste shall be removed promptly and shall not be stored in any location where it may blow or otherwise dispersed beyond the construction site. The Town of Florence may, upon request from the responsible party, provide containers for the construction and demolition solid waste for a different and separate fee.
3. It shall be unlawful to place material in any solid waste or recycling container of a volume or weight which prevents the collection vehicle from emptying the container or which damages the collection vehicle or container. Maximum weight of material placed in any 90- to 100-gallon container shall not exceed 200 pounds. Maximum weight of material placed in a 300-gallon container shall not exceed 500 pounds.
4. It shall be unlawful for any person not authorized by the town to utilize, for other than its intended purpose, the lid from any solid waste or recycling container.

21.4 Residential Bulk Trash Placement and Collection Services.

- A. It shall be unlawful to place bulk trash out for collection more than one week prior to the scheduled placement date. The one week period includes the two weekends prior to the scheduled placement date.
- B. Bulk trash shall be placed out for collection no later than 6:00 a.m. on the scheduled placement date.
- C. Bulk trash placed out for collection shall be in neat stacks.



D. Bulk trash placed in alleys shall be placed adjacent to the property line. Bulk trash placed out for curbside collection shall be placed on the resident's property, parallel to the street or curb. Bulk trash shall not be placed on the sidewalk or in the street.

E. Bulk trash shall not be placed within five feet of any fixed object, solid waste or recycling container, or in any manner which would interfere with or be hazardous to pedestrians, bicyclists, equestrians or motorists.

F. The amount of bulk trash placed for collection shall not exceed a total uncompacted volume of 20 cubic yards.

G. Items of bulk trash which are acceptable for normal residential collection are:

1. Tree limbs and branches less than four feet in length and 12 inches in diameter;
2. Palm fronds;
3. Metal materials 20 pounds or less;
4. Pipe less than one inch in diameter and less than four feet in length;
5. Cardboard boxes;
6. Bagged or boxed leaves, weeds, grass, small hedge and vegetation clippings;
7. Manufactured items, such as washers, dryers, hot water heaters and appliances and equipment not containing refrigerants;
8. Twenty-five pounds or less of construction and demolition solid waste generated by a resident;
9. Hedge clippings, such as oleanders; and
10. Rubbish consisting only of cardboard, wooden boxes, brush, furniture, appliances, weeds and cuttings from trees or shrubs may be kept separately, without depositing in containers. Bulk materials, such as leaves and lawn clippings, if not placed in containers, shall be in a sack or receptacle for ease of loading. Compost piles may be maintained for fertilization purposes and matter used for fertilization purposes only be transported, kept and used. Nothing in this section shall be construed as to permit the violations of any provision of this code, any ordinance or any rule or regulation of the Department.

H. Items of bulk trash which are not acceptable for normal residential collection include:

1. More than 25 pounds of construction and demolition solid waste generated by a resident or any amount generated by a contractor;
2. Vehicles or equipment parts in excess of 20 pounds;
3. Metal material in excess of 20 pounds;
4. Tires;
5. Pipe over one inch in diameter or over four feet in length;
6. Cement, cement blocks, bricks, asphalt, stones and dirt; and
7. Lead acid batteries.

I. It shall be a violation of this chapter to place unacceptable items, an amount exceeding 20 cubic yards or improperly placed bulk trash items out for collection. The responsible party shall remove and dispose of all bulk trash improperly placed, bulk trash exceeding 20 cubic yards and any unacceptable items of bulk trash at their own expense.

J. The town municipality may abate any violation of this section pursuant herein.

K. The Director may require that yard waste be separated from other bulk trash for collection in an alternative manner.

22. Pinal County Garbage Collection Variance Plan Application. Approval must be obtained from the County's Environmental Health in conjunction with the Arizona Department of Environmental Quality for requesting a variance transitioning and for the collection and disposal of recycling materials prior to the start of operation. This shall be accomplished by assisting the Town with the variance request.

Exhibit E outlines the comprehensive program and proposed plan to meet the statutory and county requirements to obtain a once-a-week variance in having both solid waste and recycling collection services. The Contractor shall prepare the "Pinal County Garbage Collection Variance Plan Application" in conjunction with their contractual services and those services that are contingent on a successful continuation of protection to be afforded to public health and the environment while the Town's requires effective services in establishing and maintaining a high level of trash/recycling containment compliance amongst variance participants.

### 23. Town Inspection Rights.

23.1 Town's Right to Inspect Records, Books, Data and Documents. The Town or any of its duly authorized representatives shall have access, within 24 hours of notification, to all books, records, data and documents of the Contractor for inspection and audit, at Town's expense. Additionally, the Contractor shall give the Town written notice of any other professional relationships it enters into with the Town or any of its agencies or component units during the period of this Agreement.



23.2 Town's Rights to Inspect Facilities and Equipment. The Town or any of its duly authorized representatives shall have access, within 24 hours of notification, to inspect Contractor's facilities and equipment, including the Disposal Facility and Recycling Facility if operated by the Contractor, and perform such inspections, as Town deems reasonably necessary, to determine whether the services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Town shall conduct the inspection of facilities and equipment during hours of operation. Contractor shall make available to Town all reasonable facilities and assistance to facilitate the performance of inspections by Town's representatives.

24. Dispute Resolution.

24.1 Interpretation of Agreement. Except as provided otherwise in this Agreement and to the extent prohibited by law, the Contract Administrator shall be responsible for interpreting this Agreement to resolve disputes that may arise hereunder. The parties agree that any decision rendered by the Contract Administrator in connection with such matters shall be final and binding upon Contractor, the customer and the Town.

24.2 Definition of Claim. As used herein "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of the Agreement terms, or other relief, arising under or relating to this Agreement. A claim by the Contractor shall be made in writing and submitted to the Contract Administrator. When a controversy cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the Contract Administrator. The written request shall set forth all the facts surrounding the controversy.

24.3 Process for Dispute Resolution. In connection with any claim under this clause, the Contractor, at the discretion of the Contract Administrator, may be afforded an opportunity to be heard and to offer evidence in support of its claim. The Contract Administrator shall render a written decision on all claims within 30 Business Days of receipt of the Contractor's written claim, unless the Contract Administrator determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. If a decision is not issued within 30 calendar days, the Contract Administrator shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension. The Contract Administrator's decision shall be final and conclusive. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Agreement in accordance with subsection 24.4 below.

24.4 Operations during Dispute. In the event that any dispute arises between Town and Contractor relating to this Agreement performance or compensation hereunder, Contractor shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the Town, regardless of such dispute. The Contractor expressly recognizes the paramount right and duty of Town to provide adequate services to its residents and further agrees, in consideration of the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with Town in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute shall present the matter to mediation in the courts of Arizona.



If mediation fails, Contractor shall present the matter to a court in Arizona. Notwithstanding the other provisions in this subsection, Town reserves the right to terminate this Agreement at any time whenever the service provided by Contractor fails to meet reasonable standards of the trade, after Town provides written notice to Contractor pursuant to Section 30 of this Agreement. Upon termination, Town may call the performance bond and apply the cash and surety bond for the cost of service in excess of that charged to Town by the firm engaged for the balance of the Agreement period.

25. Force Majeure. Except for any payment obligation by either party, if the Town or Contractor is unable to perform or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the Town or Contractor to correct the adverse effect of such event of force majeure. An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the Town or Contractor from performing any of its obligations (other than payment obligations) under this Agreement: acts of God, tornadoes, hurricanes, floods, sinkholes, fires and explosions (except those caused by negligence of Contractor, its agents and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, extremely abnormal and excessively inclement weather, acts of the public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances or national or international calamities and suspension, termination or interruption of utilities necessary to the operation of either the Disposal Facility or the Recycling Facility. In order to be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure.

26. Labor Unrest. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by the Contractor's employees or directed at the company will be considered an excuse from performance to the extent that Contractor meets the terms of this Section. Notwithstanding other remedies to which the Town shall be entitled under this Agreement in event of failure to perform, in the event of Contractor's failure to perform, or anticipated failure to perform, due to labor unrest, Contractor shall:

- 1) Provide a contingency plan to the Town within ninety (90) days of the execution of this Agreement demonstrating how services will be provided during the period of labor unrest. The contingency plan is subject to Town approval and Contractor shall amend the plan to meet Town requirements, including reasonably demonstrating how Town basic collection and sanitary needs will be met to the Town's satisfaction. The contingency plan shall address, at a minimum, the priority of Collection by customer type (residents, hospitals, restaurants, nursing homes, etc.) and waste streams, additional Collection options to be provided (drop-off sites, etc.), source of additional personnel to be utilized and detailed communications procedures to be used.
- 2) Meet the requirements agreed to in the contingency plan.
- 3) Meet the requirements below:



Contractor shall meet all requirements under this section or Town may revoke any excuse from performance as offered herein and may further choose to use the enforcement provisions of this Agreement, in which case Contractor is not excused from performance and Contractor shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events.

27. Procedures In Event of Excused Performance. The party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this section. Throughout service disruption, Contractor shall:

- 1) Provide Town with a minimum of daily service updates.
- 2) Shall notify Customers on a real-time basis as to alternative Collection procedures. At a minimum, Contractor shall update its website and shall provide ongoing updates to Town for use on its website, and a "reverse 911" contact method to reach all possible Customers. Should enhanced contact technologies become available, Contractor shall use such methods upon approval from Town.

The interruption or discontinuance of the Contractor's services caused by one or more of the events excused shall not constitute a default by the Contractor under this Agreement. Notwithstanding the foregoing, however, if the Contractor is excused from performing its obligations hereunder for any of the causes listed in this section for a period of thirty (30) days or more, the Town shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days' notice.

28. Indemnification. To the fullest extent permitted by law, the Contractor, as Indemnitor, shall indemnify, defend and hold Town, its officers, officials, employees, agents and volunteers ("Indemnitees") harmless from and against any and all liability, claims, losses, suits, actions, damages and expenses (including court costs, attorneys fees, and costs of claim processing, investigation and litigation (collectively "Claims") for any bodily injury, sickness, loss of life or loss or damage to property including loss of use, or any violation of any Federal, state or local law or ordinance or other cause related to or arising out of Contractor's performance of its obligations pursuant to the terms of this Agreement, caused, in whole or in part by the negligent or intentional acts or omissions of Contractors, its owners, officers, directors, employees, subcontractors or agents on account of the performance of this Agreement. This indemnity includes any claim or amount arising out of or recovered under the Workers Compensation Law or arising out of the failure of Indemnitor to conform to any Federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Indemnitor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

29. Insurance.

29.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

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

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

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

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

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

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



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

**Town of Florence Insurance Requirements for Contractors**

|  |               |             |
|--|---------------|-------------|
| Employer's Liability                                   |               | \$1,000,000 |
| Contractors General Liability                          |               |             |
| a. General Aggregate                                   |               | \$2,000,000 |
| b. Products – Completed Operations Aggregate           |               | \$2,000,000 |
| c. Personal and Advertising Injury                     |               | \$2,000,000 |
| d. Each Occurrence (Bodily Injury and Property Damage) |               | \$2,000,000 |
| e. Excess or Umbrella Liability                        |               |             |
| 1.) General Aggregate per job                          |               | \$3,000,000 |
| per policy year  |               | \$5,000,000 |
| 2.) Each Occurrence per job                            |               | \$3,000,000 |
| per policy year  |               | \$5,000,000 |
| Automobile Liability                                   |               |             |
| a. Bodily Injury:                                      |               |             |
| Each Person  |               | \$1,000,000 |
| Each Accident  |               | \$1,000,000 |
| b. Property Damage                                     |               |             |
| Each Accident  |               | \$1,000,000 |
| c. Combined Single Limit 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.



30. Termination; Cancellation.

30.1 By the Town for Cause. In the event there should occur any Material Breach or Material Default in the performance of any covenant or obligation of Contractor which has not been remedied within 30 days after receipt of written notice from the Town specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within 30 days, provided that the Contractor has undertaken the cure within such 30 days and proceeds diligently thereafter to cure in an expeditious manner; provided further that such cure period shall not exceed 90 days), the Town may if such breach or default is continuing, terminate this Agreement upon written notice to the Contractor. The following events shall, without limitation, constitute a Material Breach or a Material Default by Contractor for purposes of this Section: (i) contractor shall abandon as hereinafter defined, the performance of Collection Services for a period of five consecutive calendar days unless caused by event of Force Majeure. As used herein, the term "abandon" shall refer to voluntary cessation of performance of Collection Service or operation of the Disposal Facility or Recycling Facility; (ii) the failure of Contractor to process Recyclables for a period of five consecutive calendar days at any time after the Commencement Date; (iii) if the Contractor's hazardous substance contingency plan as required by this Agreement hereof shall fail to comply with all Federal and State regulations regarding the handling of hazardous waste; (iv) the failure of Contractor to pay amounts owed to the Town under the terms of this Agreement within 14 calendar days after such amounts become finally due and payable; (v) if Contractor does not pay its debts when they become due; or shall have filed, or consented by answer or otherwise to the filing against it of a petition for relief or reorganization under the bankruptcy or insolvency law of any jurisdiction; shall make an assignment for the benefit of its creditors in lieu of taking advantage of any such bankruptcy or insolvency law; shall consent to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; shall be adjudicated insolvent or shall take corporate action for the purpose of any of the foregoing; and (vi) the default by Contractor with respect to any obligation to any third party pertaining to the Contractor or to Collection Services, which may permit any third party, either immediately or following notice and/or the passage of time to accelerate the maturity of any obligation of the Contractor, to assume control of the Contractor or take possession of or to transfer or caused to be transferred to any third party any portion of the assets of the Contractor, but only if such default materially interferes with or prevents Contractor's performance under the terms of this Agreement.

A. Failure to Cure. If the Contractor shall fail to cure its Breach or Default as specified in this Section, the Town may terminate this Agreement upon ten days written notice. In such case, the Contractor shall not be entitled to receive further payment for services rendered from the effective date of the notice of termination.

B. Notice of Termination. Upon receipt of Notice of Termination, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise, deliver or otherwise make available to Town all data, drawings, specifications, reports, estimates, summaries, such other information as may have been required under the terms of Agreement whether completed or in process.

C. Town's Right to Mitigate. In addition, Town may enter into a



separate contract for the completion of the Agreement, according to its terms and provisions, or use such other methods as in Town's sole opinion shall be required for the completion of the Agreement. All damages, costs and charges incurred by Town, together with the cost of completing the terms and provisions of the Agreement, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed the unpaid balance, then Contractor shall be liable and shall pay to Town the amount of such excess.

D. Contractor Not in Breach. If after Notice of Termination it is determined for any reason that Contractor was not in Breach or Default, then the rights and obligations of the Town and the Contractor shall be the same as if the Notice of Termination had not been issued pursuant to the termination for cause clause as set forth in paragraph 1 of this Section.

30.2 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Contractor of written notice by the Town. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the Town to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the Town's election to terminate this contract in whole or in part for its convenience.

30.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

30.4 Transition to the Next Contractor. If the transition of services to another Contractor occurs through expiration of term, default and termination, or otherwise, the Contractor will cooperate with the Town and subsequent Contractor's to assist in an orderly transition which will include, but not be limited to, the Contractor providing detailed route lists, billing and service-level information and other operating records needed to service all properties covered by this Agreement. The failure to cooperate with Town following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

Contractor shall be responsible for coordinating transfer immediately after Contractor's final pickups, so as not to disrupt service. Contractor shall provide Town with detailed route sheets containing service names and addresses, Billing names and addresses, monthly rate and service levels (number and size of Containers and pickup days) at least 90 days prior to the transition date, and provide an updated list two weeks before the transition and a final list of changes the day before the transition. Contractor shall provide means of access to the new service provider at least one full Working Day prior to the first day of Collection by another party, and always within sufficient time so as not to impede in any way the new service provider from easily servicing all Containers.



Contractor shall cooperate in good faith with Town and any new service provider in scheduling exchanges of Contractor containers with containers provided by the new service provider so as to assure that customers neither need to find storage for two sets of containers nor go without a container for an inconvenient length of time.

30.5 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. The Town may cancel this Agreement without penalty or further obligation by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

30.6 Gratuities. The Town may, by written notice to the Contractor, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is cancelled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor an amount equal to the gratuity.

30.7 By Contractor For Cause. In the event there should occur any Material Breach or Material Default in the performance of any covenant or obligation of Town which has not been remedied within 30 days after receipt of written notice from the Contractor specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within 30 days, provided that the Town has undertaken the cure within such 30 days and proceeds diligently thereafter to cure in an expeditious manner), the Contractor, may if such breach or default is continuing, terminate this Agreement upon written notice to the Town. The following events shall, without limitation, constitute a Material Breach or a Material Default by Town for purposes of this Section: (i) The failure of Town to pay amounts owed to the Contractor under the terms of this Agreement within 45 days after such amounts become finally due and payable or (ii) If Town shall have filed, or consented by answer or otherwise to the filing against it of, a petition for relief or reorganization under the bankruptcy or insolvency law of any jurisdiction; shall make an assignment for the benefit of its creditors in lieu of taking advantage of any such bankruptcy or insolvency law; shall consent to the appointment of custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; shall be adjudicated insolvent or shall take official action for the purpose of any of the foregoing.

A. Failure to Cure. If Town shall fail to cure its Breach or Default as specified, the Contractor may terminate this Agreement upon ten days written notice. In such case, the Town shall not be entitled to receive further payment from the Contractor from the effective date of the Notice of Termination.

B. Damages. All damages, costs and charges incurred by Contractor, together with the cost of completing the terms and provisions of the Agreement, shall be deducted from any monies due or which may become due to Town. In case the damages and expenses so incurred by Contractor shall exceed the unpaid balance, then Town shall be liable and shall pay to Contractor the

amount of such excess.

31. Miscellaneous.

31.1 Survival. Any rights either party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.

31.2 Joint Preparation. The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

31.3 Further Assurance. Contractor and Town agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it in order to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

31.4 Time of the Essence. For purposes herein, the parties agree that time shall be of the essence of this Agreement and the representations and warranties made are all material and of the essence of this Agreement.

31.5 Captions and Section Headings. Captions and section headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

31.6 No Waiver. No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

31.7 Exhibits. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated into this Agreement by reference.

31.8 Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed scope of work. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Agreement.

31.9 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor.



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

31.11 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect by a Court of competent jurisdiction, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action remain in full force and effect.

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

31.13 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the Town signed by the Town Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the Town signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. This Agreement and the rights and obligation contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

31.14 Subcontracts. This Agreement and any permits required for performance of the Agreement may not be assigned, subcontracted, conveyed, or otherwise disposed of without the prior, written approval of the Town, which will not be unreasonably withheld. No such assignment or subcontracting shall relieve Contractor of its liability under this Agreement. In the event Contractor elects to use any subcontractors, this does not relieve Contractor from any prime responsibility of full and complete satisfactory and acceptable performance under any awarded Agreement.

31.15 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law and shall not be deemed a waiver of any right of the

Town to insist upon the strict performance of this Agreement.

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

31.17 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

31.18 Offset.

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

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

31.19 Notices and Requests. Unless a specific time frame for notice is otherwise specifically set forth in this Agreement, any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

If to the Town:           Town of Florence  
                                  P.O. Box 2670  
                                  Florence, Arizona 85132  
                                  Facsimile: (520) 868-7564  
                                  Attn: Jess Knudson, Deputy Town Manager

With copy to:           Town Attorney  
                                  P.O. Box 2670  
                                  Florence, Arizona 85132  
                                  Facsimile: (520) 868-7564  
                                  Attn: James Mannato

If to Contractor: \_\_\_\_\_  
                                  \_\_\_\_\_



\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Attn: \_\_\_\_\_

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

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

31.21 Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 31.22 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 31.22 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements



hereof in any subcontract pursuant to this Agreement.

31.22 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all Federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

31.23 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

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

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

**"Town"**

**"Contractor"**

TOWN OF FLORENCE, an Arizona  
municipal corporation

\_\_\_\_\_  
a(n) \_\_\_\_\_

\_\_\_\_\_  
Mayor

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Name: \_\_\_\_\_

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

Its: \_\_\_\_\_



(ACKNOWLEDGEMENTS)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF PINAL )

This instrument was acknowledged before me on \_\_\_\_\_, 20,  
by \_\_\_\_\_, the Mayor of the TOWN OF FLORENCE, an Arizona municipal  
corporation, on behalf of the Town of Florence.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

My Commission Expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_  
  ) ss.  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, a(n) \_\_\_\_\_, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

Exhibit A Solid Waste Services (the Proposal)

Exhibit B Proposal (Later)



Exhibit C Phase-in Schedule (Later)

Exhibit D Prices (Later)

## EXHIBIT E

### TOWN OF FLORENCE'S SOLID WASTE MANAGEMENT DIVISION REPORT SUMMARY

The Town of Florence provides a full range of solid waste services to its citizens, and strives to manage those services in a responsible manner with the protection of human health and the environment a priority. With this in mind, Florence offers a comprehensive plan to address any and all requirements, concerns or guidelines relating to meeting the State and County requirements to obtain a once-a-week collection variance.

Section A describes our comprehensive program for monitoring, enforcing and reporting these activities. Step-by-step processes and ordinance references are provided, as well as detailed descriptions of our inspection tracking system to assure follow up on any violations.

Section B describes the various methods being used to provide educational outreach to Florence's citizens. Vector control information is disseminated in partnership with other towns through a Vector Control Public Education "Bag and Tie" Campaign, and individually through a variety of local media available to Florence.

Section C reports on the various services offered to residents diverting 30% of the residential wastestream through other collection methods and programs.

Section D is an overview of Florence's philosophy and efforts to address vector control issues.

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### **SECTION A: MONITORING PROCESS, ENFORCEMENT AND REPORTING**

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### **SECTION B: EDUCATIONAL OUTREACH**

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### **SECTION C: RESIDENTIAL WASTESTREAM DIVERSION**

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Page 5 Household Hazardous Waste Collection  
Page 5 Bi-Annual Clean-up  
Page 5 Wood Waste  
Page 5 Christmas Tree Collection

### **SECTION D: OVERVIEW**

Page 5-6 Modification to Collection Frequency

#### **ATTACHMENTS: (Later)**

1. Service Area Maps
2. Non-participation
3. Container Cleaning Information
4. Town Wide Vector Control Program
5. Sanitation Brochure "Bag and Tie"
6. Recycling Brochure "Bag and Tie"
7. Household Hazardous Waste
8. Municipal Ordinance

## **TOWN OF FLORENCE – PINAL COUNTY GARBAGE COLLECTION VARIANCE PLAN**

## **SECTION A: MONITORING PROCESS, ENFORCEMENT AND REPORTING**

Florence's monitoring process consists of four key elements:

- Inspection Process
- Enforcement Process
- Inspection Tracking System
- Reporting Process

These elements comprise a comprehensive monitoring process which provide solid waste inspectors with the tools to address violations in a timely manner.

### **Inspection Process**

25 percent of all refuse containers within the Town of Florence's designated variance area will be inspected annually. In a partnering effort between governmental agencies and to effectuate a comprehensive and compatible program of review, the Inspection Report Guidelines mirror those of Pinal County Solid Waste Program. The Inspection Report will be used and a total count of the numbers actually inspected are kept; however, only those with violations will be listed on the Inspection Report submitted to the Pinal County Environmental Services Department/Solid Waste Program.

Solid Waste Inspectors keep a daily log of every address inspected utilizing a daily "Inspection Log". The Inspection Log reflects an assigned Violation Number and Point Value that mirrors that of Pinal County.

Each container inspected has a maximum value of 10 points. Violations deduct points, but only up to 10 per individual container, regardless of how many violations are noted.

For each container violation:

- Enter the address
- List all violations noted, by number
- Enter point total for violations noted, but no more than 10
- Add comments as noted, to note unusual or noteworthy situations.

The compliance level is figured by subtracting the Violation Points from the Total Available Points and dividing the result (Earned Points) by the Total. This figure multiplied by 100 will give the Percent Compliance,

### **Enforcement Process**

Solid Waste Inspectors, duly authorized agents of Florence, conduct town-wide inspections of all refuse containers on a random and complaint driven basis, and a systematic Continuous Coverage Campaign which annually will assure every container within the Town of Florence will be inspected. Random inspections include those conducted daily by Solid Waste Equipment Operators who report only containers which are in violation to Solid Waste Inspectors. To ensure that coverage of the entire Town is accomplished, currently four (4) service areas have been created and personnel have been assigned to each, to ensure the protection of health to humans and the environment.



A minimum of 100 inspections Townwide of refuse containers are conducted each month and detailed reports are utilized to track the number of containers inspected, violation types, point values, address, etc. Each of the compliance inspectors conduct a minimum of 33 refuse container inspections within the assigned service areas to determine if the following are present:

- Fly larvae (or pupae) present
- Container needs cleaning
- Loose garbage
- Open bags
- Container in poor repair
- Lid open, or container overfilled
- Fly-tight lid
- Loose grass
- Diapers (unwrapped)
- Pet waste
- Livestock waste
- Adult flies present
- Intense odor

In addition to proactive refuse inspections, the Inspectors provide town-wide coverage to address recycling and other ordinance regulations. Each day inspectors perform their Continuous Coverage Campaign. Every household in Florence benefits from this coverage during the year. Working in a systematic way, utilizing one-quarter section maps, area maps and route sheets, every refuse/recycling container is inspected. Random inspections are made also so that inspectors do not overlook compliance violations.

In the event a violation is found, the inspector will take the following measures to effectuate compliance. (If maggots are present or an eminent health hazard is present, the offending container will be removed and replaced immediately).

### **First Inspection**

If first inspection reveals container in violation:

- Tag container on handle
- Fill out tag completely
- Noted on driver's log
- Bring bottom part of tag back to office and file
- Container serviced
- Reinspection



## **Second Inspection**

If second inspection reveals container in violation:

- Tag container on handle
- Fill out tag completely
- Noted on driver's log
- Bring bottom part of tag back to office and file
- Container serviced
- Customer contact attempted
- Reinspection

## **Third Inspection**

If third inspection reveals container in violation:

- Tag container on handle
- Fill out tag completely
- Noted on driver's log
- Bring bottom part of tag back to office and file
- Customer contact attempted
- Resident needs to attempt to correct problem
- Container serviced
- Reinspection

## **Fourth Inspection**

If, on the fourth inspection, resident still not in compliance, the Town notifies resident of their status as nonparticipants. A nonparticipant shall receive twice-per-week refuse collection, and an extra fee will be charged. The Town will assess this fee on a monthly basis in addition to the regular monthly service fee.

## **Container Cleaning**

If the resident is required to clean the Town-owned container(s) they are using, specific "How To" instructions will be provided and a reinspection of the container will be made within seven days. The resident will be advised to leave the can out for inspection.

If vectors are present, the Town will immediately remove and replace the container and notify the resident.

## **Inspection Tracking System**

These formal tracking tools provide accurate data regarding the number of inspections, type of violation, type of notice issued (English/Spanish) and their relative effectiveness

in gaining correction, and modification of frequency as deemed necessary to abate nuisances.

Driver's logs and tag bottoms will be turned into Sanitation Inspectors. In turn, Inspectors will compile a daily report. This report will note the address, violation, time and date. Copy of report distributed to office staff who enters data into a Town's system.

### **Reporting Process**

Pinal County Environmental Services Solid Waste Program, working cooperatively with the Town of Florence will annually inspect a percentage of all residential containers with a collection variance. Florence's Solid Waste Inspectors will respond promptly to Vector Violation Reports received from Pinal County. Upon receipt, each violation is investigated with appropriate actions taken to correct the violation. The report is then sent back to the Solid Waste Program noting the action taken to correct the violation.

## **SECTION B: EDUCATIONAL OUTREACH**

Florence is committed to making public awareness a priority regarding all solid waste management issues. Public education is being accomplished through two main avenues. One is through Florence's active participation in a Vector Control Public Education Program; the second is internal, outgoing efforts to provide information and education to our citizens at every opportunity.

### **Vector Control Public Education**

Florence is committed to participation in this effort to increase public awareness and to educate the public on ways to eliminate vector problems. A comprehensive educational program will be developed.

### **Town-wide Educational Efforts**

In addition to the education promotion being conducted by Vector Control, Florence provides an internal comprehensive public education campaign using a variety of methods on an ongoing basis:

### **In-field Contacts**

#### **"Bag and Tie" Ongoing Education**

- "Bag and tie" message in Sanitation brochure.
- "Bag and tie" message in Recycling brochure.

### **Additional Outlets**

#### **Weekly Staff Meetings**

Weekly staff meetings are conducted to review problematic areas so that immediate modifications to abate the nuisance can be made. Inspection personnel undergo continuous Vector Control training to keep updated on the latest information and also

attend Vector Control meetings networking with other municipalities and exchanging information.

### **Recycling Hotline**

Phone number that residents can call with questions/concerns; staffed weekdays; voice mail off hours; calls returned the following business day.

### **Internet Access**

Website dedicated to Town recycling issues including "Bag and Tie".

## **SECTION C: RESIDENTIAL WASTESTREAM DIVERSION**

Florence's Solid Waste Management provides a number of special collections and services to its residential customers which effectively diverts a substantial portion of the solid waste generated, to help ensure adequate capacity is available with once-a-week refuse collection.

### **Curbside Recycling**

Florence's curbside recycling program will be very successful diverting material from the residential wastestream, as Florence's residents participate in the program. Annually, 5500 tons of material will be diverted from the landfill.

### **Brush and Bulk Item Collection Services**

Florence provides its residents with quarterly collection of uncontained brush and bulk items collecting 8000 tons a year from this service.

### **White Goods Recycling**

White goods are pulled from the waste stream..

### **Household Hazardous Waste Collection**

Florence conducts at least one Household Hazardous Waste Collection event annually to provide our citizens with a way to properly dispose of these materials in an effort to keep these items out of the residential wastestream.

### **Bi-Annual Clean-up**

Florence conducts at least one (1) annual Clean-up.

### **Wood Waste**

Wood waste is pulled from the wastestream and chipped.

### **Christmas Tree Collection**

Cut tree drop off locations are set up throughout the Town.

## **SECTION D: OVERVIEW**

Florence has made every effort to assure the collection of refuse on a weekly basis will not pose any threat to human health or the environment. The programs are in place to monitor compliance

with State, County and Town regulations to provide comprehensive educational outreach and to divert a substantial amount of the residential wastestream.

In addition, we have ordinances in place, which provide the authority and the resources available to make immediate modifications to collection frequency, as necessary, to comply with variance criteria and vector control.



**TOWN OF FLORENCE**  
**PINAL COUNTY GARBAGE COLLECTION VARIANCE PLAN**

On \_\_\_\_\_, the Town of Florence (Town) will commence curbside garbage collection for Town residents. The program will be implemented in accordance with the phasing map including on the CD. By \_\_\_\_\_, all Town residents shall receive garbage collection via the Town program. If granted a variance for once per week garbage collection by the Pinal County Environmental Services Department (Department), the residents participating in the Town program will be provided the following solid waste management and recycling services:

- Weekly curbside garbage collection (96 gallon cart);
- Weekly curbside recycling collection (96 gallon cart);
- Quarterly curbside bulk waste collection (20 cubic yards);
- Annual drop-off electronics recycling;
- Annual drop-off tire disposal;
- Annual drop-off Christmas tree disposal;
- Unlimited access to Neighborhood Drop-Off Recycling Site(s); and
- Other solid waste management and recycling services.

The Town's community-wide garbage and recycling collection program was developed with a commitment to the protection of human health and the environment. The Town's Garbage Collection Variance Plan (Plan) addresses the requirements, concerns and guidelines relating to meeting Arizona State and Pinal County regulations in order to obtain a garbage collection variance for once per week garbage collection. The remainder of the Plan is organized in accordance with following items identified in Pinal County Garbage Collection Variance Application:

- Item 1 — Permitted Vehicles Requirements
- Item 2 — Public Health Hazard and Nuisance Prevention
- Item 3 — Public Education Plan
- Item 4 — Garbage Set-out Requirements and Enforcement
- Item 5 — Garbage Stream Reduction Initiatives
- Item 6 — Garbage Carts Specifications, Maintenance, and Replacement

### **ITEM 1: PERMITTED VEHICLES REQUIREMENTS**

In \_\_\_\_\_ of \_\_\_\_\_, the Town Council entered into an agreement with \_\_\_\_\_ for the collection of solid waste, bulk waste, and recyclable materials (Agreement), an electronic copy of which is included on the CD. Per Section \_\_\_\_\_ of the Agreement, the Town requires \_\_\_\_\_ to maintain at all times a minimum number of vehicles for provision of garbage collection services. As of the date of submittal of this Plan, \_\_\_\_\_ has reported to the Town to have five permitted collection vehicles in accordance with the Pinal County Environmental Health Department requirements. In addition to specifying a requirement as to the number of collection vehicles, the Town has provided for requirements as to appearance, age, and maintenance of the collection vehicles in the Agreement.

Upon commencement of the garbage collection program, \_\_\_\_\_ will utilize the permitted collection vehicles meeting the requirements as set forth by Pinal County Environmental Health Code and the Agreement, to provide services to approximately 3,200 residential households located in within the Town in Pinal County. A detailed phasing map presenting the estimated household counts and commencement dates for services is provided on the enclosed CD. In addition, a routing map describing the days of collection is presented on the enclosed CD. To ensure compliance with the requested variance and the Agreement, the Town will periodically monitor and inspect \_\_\_\_\_ collection vehicles providing services to Town residents,

### **ITEM 2: PUBLIC HEALTH HAZARD AND NUISANCE PREVENTION**

The Town has incorporated public hazard and nuisance prevention protocols into the Town's program. Specifically, the Town's garbage collection program places requirements on the residents, \_\_\_\_\_, and the Town via the Agreement and the Solid Waste Ordinance of the Town of Florence. An electronic copy of each is included on the CD.

The Ordinance mandates that all Town residents participating in the Town garbage collection program "accumulate and store Solid Waste in bags that are tightly secured to where odors cannot escape, flies or other vectors cannot pass, and uncontained Solid Waste shall not release dust or other



particles.” Furthermore, Town residents participating in the Town garbage collection program are required to place such bags in carts designated by the Town for garbage collection with the lid tightly closed.

Town program carts will be inspected by the Agreement and the Town. \_\_\_\_\_, in accordance with the Agreement, will conduct an audit of carts in possession of residents a minimum of once per every three consecutive months to identify cart(s), if any, that are breeding flies or creating health hazards. In addition, the Town, by the authority granted in Ordinance, will perform inspections of garbage carts to ensure compliance. Upon identification of a violation of the Ordinance, either by the Town or \_\_\_\_\_, the Town will provide public education to the resident and if necessary pursue available enforcement mechanisms as provided by Town.

Prior to commencement of the Town’s garbage and recycling program, the Town plans to maintain a Solid Waste & Recycling Inspector, as a duly authorized agent of the Town, to conduct inspections of all garbage and recycling carts on a random and complaint driven basis. The Town’s inspection plan goal is to inspect each residential household a minimum of twice annually, not including complain inspections. If required, the Town is prepared to submit a quarterly report to Pinal County within ten business days of the end of each quarter. The quarterly report would document the date of inspections, address(es) of violations, and type of violation and correction action taken by the Town.

### **ITEM 3 – PUBLIC EDUCATION PLAN**

The Town has developed a comprehensive public education program. As of today, the Town has developed a website locate on the Town’s official site to provide information as to the new program. The website also has a section of FAQ’s relating to the program and provides the resident an avenue to submit questions to the Town via the internet, by phone or by mail. In addition, the Town has issued press releases, has posted information on the Town’s social media sites and presented information at community events.

As September approaches, the Town shall distribute an Initial Program Introductory Package to all Town residents as to the Town's garbage and recycling program. The information will be provided via mail and will contain the following:

- Date of services will begin;

- Materials accepted by the Town curbside recycling program;
- Material set-out and storage requirements (i.e. bagged, weight restrictions, fastened lid);
- Collection days and times;
  - Distribution of carts;
  - Procedures for setting out carts;
  - Procedures for maintaining carts;
  - Requesting additional or replacement carts;
  - Customer service office information; and
  - Other pertinent information.

The Town will be conducting several HOA meetings prior to commencement of services in which the HOA Board Members and/or Management Companies will be invited to an informal informational meeting to discuss the Town's garbage and recycling program, answer questions and provide copies of the Program Introductory Notice. The Town will also encourage the HOA's to provide this information in their neighborhood newsletters or community bulletin boards, if applicable.

For each cart distributed, \_\_\_\_\_, per the Agreement, will affix a Program Introductory Notice. The Program Introductory Notice will highlight the information received in the Initial Program Introductory Package. In addition, the Program Introductory notice will include a magnet with recycling and customer service contact information.

Once a resident has started participating in the Town program, the Town customer service staff will develop public education materials to be distributed by the Town and \_\_\_\_\_. For example, \_\_\_\_\_, per the Agreement, will attach an Improper Set-out Notice to carts identified as in violation of the Residential Waste Services Ordinance. The Improper Set-out Notice shall be approved by the Town and shall include one original copy, for the resident, and two carbon copies, a copy for the Town and a copy for \_\_\_\_\_. The Improper Set-out Notice shall, at a minimum, include the following information:

- The date;
- The reason for non-collection; and
- The customer service telephone number.

The Town's public education plan also provides for periodic reminders of the rules and regulations regarding the program by means of mail-outs, utility mailing, internet sites, Channel



11, and other local media resources. In addition to the public education materials, the Town will staff a customer service office to address citizen questions regarding the Town's program.

#### **ITEM 4 – GARBAGE SET-OUT REQUIREMENTS AND ENFORCEMENT**

The Solid Waste Ordinance delineates the requirements for setting out garbage for collection via the Town program. The Residential Waste Services Ordinance mandates that residents participating in the Town program “accumulate and store Solid Waste in bags that are tightly secured to where odors cannot escape, flies or other vectors cannot pass, and uncontained Solid Waste shall not release dust or other particles.” Furthermore, residents participating in the Town program are required to “place bags containing Solid Waste in Carts designated by the Town for collection of Solid Waste with the Cart lid completely closed” and “store Solid Waste within the Residential Waste Service Unit until placement” at the collection location as set-forth in the ordinance. The Residential Waste Services Ordinances permits residents participating in the program to place the carts at the collection location after 6:00 pm on the day proceeding the designated collection day or prior to 6:00 am on the designated collection day.

The Town, with the assistance of \_\_\_\_\_, will inspect garbage set-outs. If a resident improperly set-out garbage, \_\_\_\_\_ shall provide an Improper Set-out Notice as described in Item 3 above. \_\_\_\_\_ shall provide copies of Improper Set-out Notices and digital photographs of such set-outs to the Town on a monthly basis. The Town will utilize the monthly reports required by the Agreement, including the monthly Improper Set-out Notice report, to develop public education materials for the purpose of informing residents of the set-out requirements. Furthermore, the Town may pursue available enforcement mechanisms as provided by Town Solid Waste Ordinance upon the identification of an improper garbage set-out.

#### **ITEM 5 — GARBAGE STREAM REDUCTION INITIATIVES**

The Town program offers residents a variety of garbage stream reduction opportunities. The curbside recycling program will be provided to each resident participating in the Town program. Residents may set out the following materials in the recycling cart:

- **Aluminum and Steel.** Aluminum and steel includes aluminum used beverage containers, aluminum foil, pie plates, and scrap aluminum. In addition, includes steel "tin" food

cans, bi-metal containers, aerosol cans, and lids composed primarily of whole iron or steel.

- **Glass.**

- **Clear Glass.** Clear glass includes clear (flint) food and beverage jars and bottles. Paper labels, rings, and lids on glass containers are acceptable. Window glass, porcelain and china are not acceptable.

- **Brown Glass.** Brown glass includes brown (amber) food and beverage jars and bottles. Paper labels, rings, and lids on glass containers are acceptable. Window glass, porcelain and china are not acceptable.

- **Green Glass.** Green glass includes green food and beverage jars and bottles. Paper labels, rings, and lids on glass containers are acceptable. Window glass, porcelain and china are not acceptable.

- **Commingled Plastic.** Commingled plastics include any #1 through #7 rigid plastic bottle, containers, jug, or jar.

- **Paper.**

- **Kraft Bags.** Kraft paper includes all loose or bagged Kraft paper.

- **Old Corrugated Cardboard ("OCC").** Old Corrugated Cardboard includes all loose or bagged old corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, and shoe boxes. Staples and tape with water soluble glues do not have to be removed. OCC can be tied with string or twine.

- **Old Newspaper ("ONP").** Old newspaper includes all loose or bagged old newspaper including slick paper inserts. ONP can be tied with string or twine.

- **Other Paper.** Other paper includes all of the following: junk mail, junk mail inserts, residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards,



facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages.

In addition to the curbside recycling program, Town residents shall be permitted to use Neighborhood Drop-Off Recycling Site(s) and participate in the annual electronics recycling event for Town residents.

#### **ITEM 6 – GARBAGE CART SPECIFICATIONS, MAINTENANCE, AND REPLACEMENT**

The Town has purchased garbage carts to be used for the Town program. A photograph of the Town program carts is included. Each cart will be assigned a unique identification number. Upon distribution of the carts to residents participating in the town program, \_\_\_\_\_, per the Agreement, shall record the unique identification number and the residential address. All Town program carts, garbage and recycling, shall have a 10 year warranty. Residents participating in the own program are required, per the Solid Waste Services Ordinance, to maintain carts assigned to their household in a “clean and sanitary condition” and to use such carts “only for their intended purpose.” If a cart requires maintenance, \_\_\_\_\_, per the Agreement, shall be solely responsible for the maintenance, including warranty issues, of such cart. If a resident fails to adequately maintain a cart, the Town may utilize enforcement mechanisms, including cart repossession, as provided by the Solid Waste Services Ordinance. If a cart requires replacement, \_\_\_\_\_, per the Agreement, will provide a replacement cart to such residence within two business days of notice from the Town or a resident.

The base service for the Town program will include 96 gallon cart for weekly garbage collection, a 96 gallon cart for weekly recycling collection, and a 6 cubic yard allowances for monthly bulk waste collection. Town resident’s participating in the Town program may request additional cart(s). \_\_\_\_\_, per the Agreement, shall empty each cart completely during the collection operation. As described in Item 2, residents, \_\_\_\_\_, and the Town each will be responsible for ensuring the carts are maintained as to prevent insect harborage and odor nuisance. To provide new, replacement, or additional carts as needed, the Town shall ensure the Town maintains adequate carts (i.e. containers) of sufficient size and number to accommodate the Town program service area. For the initial cart purchase, the Town has contracted for new garbage carts and new recycling carts.

**EXHIBIT B**  
**Solid Waste Services Proposal**



# Response to the Town of Florence RFP for Solid Waste & Recycling Services



**RIGHT AWAY DISPOSAL**

*Sealed Proposal-Solid Waste & Recycling Services*

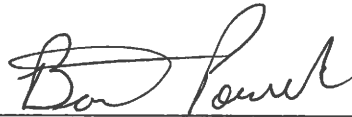


Chapter 1

Letter of Intent

This proposal is a firm offer that is binding for one hundred eighty (180) days from the proposal opening date of July 26, 2012 at 2pm, local Arizona time.

The information contained in this Proposal or any part thereof, including its exhibits, schedules, other documents and instruments delivered or to be delivered to the Town, are true, accurate, and complete to the Proposer's knowledge. This proposal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the Town as to any material facts.

A handwritten signature in cursive script, appearing to read "Bart Powell", is written above a solid horizontal line.

Bart Powell- General Manager, Right Away Disposal

FORM 1: STATEMENT OF ORGANIZATION

1. PROPOSER

Full Name of Business: Right Away Disposal

Principal Business Address: 3755 South Royal Palm Dr.  
Apache Junction AZ 85119

Principal Phone Number: (480) 983 9100

Local Business Address: 3755 South Royal Palm Dr.  
Apache Junction AZ 85119

Local Business Contact Person: Bart Powell

Local Business Fax: (480) 983 9102

Local Business Email: bart@rightawaydisposal.com

Type of Organization: LLC

Tax ID #: 26-1554299

Town of Florence Business License: # 7458

Provide Names of authorized representative(s) of the Proposer who has legal authority to bind the Proposer  
In contractual obligations:

(a) Bart Powell

(b) Jeremy Takas

2. SERVICE OPTIONS

Service Options Proposed (Check all that apply):

Residential Solid Waste Services, Residential Bulk Waste Services, Residential Recycling Services and  
Town Facility Recycling Services

Town Facility Solid Waste Services

Town Sludge hauling Services

3. SUBCONTRACTOR

List of all firms participating in this Proposal:

| Name                    | Address                            | Area of Responsibility                                      |
|-------------------------|------------------------------------|---|
| (a) Casa Grande Pumping | 1367 N VIP Blvd, Casa Grande 85122 | Hauling liquid waste between<br>Wastewater treatment plants |

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**FORM 2: CERTIFICATE OF INSURABILITY**

By Submitting a Proposal, the submitting Proposer certifies that it is fully aware that the Insurance Requirements contained in the Agreement apply whether awarded one or more Services Options pursuant to this RFP. Furthermore, the Proposer assures the Town of Florence that it is able to produce the insurance coverage required should it be selected for award of the Agreement.

Should the Proposer's firm be awarded the Agreement by the Town and then be unable to produce the insurance coverage specified within ten calendar days, it is fully aware and understands that it may not be considered for further projects by the Town of Florence.

Bart Powell  
Signature of Proposer

Bart Powell  
Printed Name of Signee

Right Away Disposal  
Company Name

7-24-2012  
Date

**FORM 3, ACKNOWLEDGEMENT OF ADDENDA:**

By submission of this proposal, I hereby certify receipt of all the addendums listed in the table below.

| <b>Addendum Number</b> | <b>Description of Addendum</b>                       |
|------------------------|--|
| 1                      | Changes from Pre Bid Conference/Issued July 16, 2012 |
|                        |  |
|                        |  |
|                        |  |
|                        |  |
|                        |  |
|                        |  |
|                        |  |

**FORM 4: EXPERIENCE**

Proposer shall provide a minimum of (3) references of public agencies, cities, towns, private companies, contracts and communities presently being served by the proposer with similar services to those being proposed in this proposal

Name of Agency: Town of Queen Creek

Address: 22350 S Ellsworth Road, Queen Creek AZ 85242-9311

Phone Number: 480-358-3831

Contact Person: Ramona Simpson

Year Contract Initiated: January 20, 2010

Number of Residential Units Served: 8,000

Description of Services: Right Away Disposal is the service provider for the Town of Queen Creek's residential solid waste and recycling program. Right Away Disposal also provides front load recycle and trash service and roll off services for the town.

Name of Agency: Pinal County

Address: 31 N Pinal St Building F, Florence, AZ

Phone Number: (520) 509-3555

Contact Person: Gregory Stanley, Asst County Manager for Development Services

Year Contract Initiated: 2011

Number of Recycle Units Served: 200

Description of Services: Right Away Disposal provides front load recycle service to all recycle drop off locations and several businesses located in Pinal County.

Name of Agency: City of Eloy

Address: 1137 W Houser Rd, Eloy, AZ

Phone Number: (520) 466-3082

Contact Person: John Mitchell, Public Works Director

Year Contract Initiated: 2010

Number of Residential Units Served: 3200

Description of Services: Right Away Disposal provide for the City of Eloy's residential solid waste program. Right Away Disposal also provides front load service to all businesses, state, federal and local government buildings within the City of Eloy.



## Chapter 2

### Key Personnel

Right Away Disposal will have a management team dedicated to a smooth transition for the Town of Florence. The team leaders will be Bart Powell and Jeremy Takas. Their combined trash experience along with the other team members will guarantee a smooth transition for the residents and the Town of Florence. The Key Personnel will be, Bart Powell (CEO, General Manager), Jeremy Takas (President, Operation Manager), Mike Russ (Maintenance Manager), and Jennifer Barton (Municipal Contract Administrator).

Bart Powell and Jeremy Takas will initially dedicate 60-80% of their time to ensure a smooth transition. Jennifer Barton will dedicate around 25% of her time during the transition period and more time if needed. Throughout the contract term, each team member will devote necessary time to maintain the services being provided to the Town of Florence. However, all team members will do what it takes and dedicate whatever time is necessary to ensure all expectations are met and quality service is provided throughout the contract term. This same team has implemented a commercial and residential program for the City of Globe, the City of Eloy and has worked together to implement the Town of Queen Creeks' residential trash and recycle program. All members worked together to meet deadlines while maintaining customer service.

#### **Bart Powell- CEO & General Mgr.**

Mr. Powell is the main point of contact for all municipal accounts. Mr. Powell has extensive knowledge of all operations for Right Away Disposal and oversees all operations both inside the office and in the field. Mr. Powell handles all negotiations and attends all meetings with municipalities.

#### **Jeremy Takas- President & Operations**

Mr. Takas handles all day to day operations at Right Away Disposal. Mr. Takas deals with everything inside and outside of the office. Mr. Takas is the supervisor that all employees report to on a daily basis.

#### **Jennifer Barton- Municipal Contract Administrator**

Mrs. Barton is the inter-office point of contact for all municipal accounts. She supervises input of customer data and account set up. Mrs. Barton deals directly with representatives from municipalities regarding customer service issues and handles all work orders. Mrs. Barton dedicates a large portion of her time dealing with municipal accounts and will be an integral member of the Right Away Disposal

#### **Mike Russ- Maintenance Manager**

Mr. Russ is in charge of all aspects of maintenance and service on Right Away Disposal vehicles. Mr. Russ is on call 24/7 to deal with any maintenance related issues. Mr. Russ handles service and maintenance on all trucks and ensures the trucks are maintained to the highest standards and exceed expectations.

## **Bart Powell: General Manager**

21235 E Mewes Queen Creek, AZ 85142

**2008-Present:** General Manager, Right Away Disposal

**2006-Present:** General Manager, Tucson Trash Haulers

### **Responsibilities:**

- Oversees all operations for Right Away Disposal and is the primary contact for all Municipal contracts.
- Oversees all operations for Right Away Disposal (Tucson), RAD services numerous commercial front load accounts and front load construction accounts throughout the Tucson area.
- Right Away Disposal also provides curbside residential trash and recycling services throughout the Tucson Metro area.

**2003-2006:** District Manager for Waste Services Inc. (WSI, Arizona Waste Services)

### **Responsibilities:**

- Oversaw operations of 100 trucks, 2 transfer stations and 1 landfill, in the Phoenix Metro area. WSI serviced over 3800 front load containers, and over 25,000 residential customers throughout the Phoenix Metro Area.

**1999-2003:** Owner of ABC Disposal

### **Responsibilities:**

- Operated 17 trucks and provided residential and Rolloff trash service for the Phoenix Metro Area.

### **References:**

Susanna Struble, City of Coolidge,,Phone (520) 723-4882, Fax (520) 723-3004,  
[sstruble@coolidgeaz.com](mailto:sstruble@coolidgeaz.com)

John Mitchell, City of Eloy, Phone (520) 466-3082, Fax (520) 466-4092,  
[jmitchell@ci.elay.az.us](mailto:jmitchell@ci.elay.az.us)

Ramona Simpson, Town of Queen Creek, Management Assistant, Public Works  
Phone (480) 358-3831, Fax (480) 358-3105 [ramona.simpson@queencreek.org](mailto:ramona.simpson@queencreek.org)

## **Jeremy Takas: President**

1429 E Buffalo St Gilbert, AZ 85295

**2006-Present:** President and Operations Manager of Right Away Disposal

Right Away Disposal currently services over 45,000 residential customers in Pinal, Maricopa and Pima Counties. RAD also services several hundred commercial accounts in both counties as well. RAD also has municipal contracts with the Coolidge, Globe, Eloy and Queen Creek.

Responsibilities:

- Developed a business plan to grow business in Pinal, Pima and Maricopa Counties
- Running day to day operations of all aspects of Right Away Disposal's waste and recycling services

**2003-2006:** Operations Manager for Waste Services Inc. (WSI, Arizona Waste Services)

Responsibilities:

- In charge of operations for all, commercial and residential customers in the East Valley
- Implementation and operations of the City of Eloy, Sideload residential and Frontload commercial contract from 2005- 2006

**1999-2003:** Operations Manager, ABC Disposal

Responsibilities:

- Dealt with all the day to day operations for ABC Disposal
- ABC operated 17 trucks and had 20,000 residential customers
- ASE Certified Technician for Heavy/Medium Trucks

### **References:**

Gregory Stanley, Pinal County, Asst County Manager for Development Services, Phone (520) 509-3555, Fax (520) 866-6511, Gregory.Stanley@pinalcountyz.gov

Ramona Simpson, Town of Queen Creek, Management Assistant, Public Works Phone (480) 358-3831, Fax (480) 358-3105, Ramona.Simpson@queencreek.org

Jodi Martin, City of Globe, Phone (928) 425-7146 ext. 14, Jmartin@globeaz.gov

## Jennifer Barton: Office Manager

397 E Yellow Wood Ave, San Tan Valley, AZ 85140

**2008- Present:** Office Manager, Right Away Disposal, Apache Junction, AZ

Responsibilities:

- Handle all inside sales calls, customer service issues and municipal work orders
- Greets walk in customers, organize and delegate all office work among office personnel
- Dispatch residential work orders, filing, deal with accounts payables, receivables, run and manage all aspects of the office at Right Away Disposal

**2006-2008:** Administrative Assistant, Pace Concrete & Plumbing Inc. Apache Junction, AZ

Responsibilities:

- Payroll, time and material entry, manage aging accounts, accounts payable and accounts receivable billing, data entry, filing, dispatch, customer service scheduling and answer calls
- Greet customers and additional office support

References:

Jodi Martin, City of Globe, Phone: (928) 425-7146 ext. 14, [jmartin@globeaz.gov](mailto:jmartin@globeaz.gov)

Janet Kawczynski, Town of Queen Creek, Phone: (480) 358-3907, Fax: (480) 358-3001  
[janet.kawczynski@queencreek.org](mailto:janet.kawczynski@queencreek.org)

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## Mike Russ: Maintenance Manager

116 S 11<sup>th</sup> St, Mesa, AZ 85208

**2011- Present:** Maintenance Manager, Right Away Disposal, Apache Junction, AZ

Responsibilities:

- Scheduling of all maintenance employees to ensure adequate coverage
- Oversight of all maintenance, service and inspection requirements
- 24/7 on call contact for emergencies involving equipment

**2002-2011:** G & J Transport, Fleet Manager, Mesa, AZ

- Scheduling of all maintenance employees to ensure truck fleet is properly maintained
- Oversight of all maintenance, service and inspection requirements for OTR trucks
- 24/7 on call contact for emergencies involving equipment

References:

Jodi Martin, City of Globe, Phone: (928) 425-7146 ext. 14, [jmartin@globeaz.gov](mailto:jmartin@globeaz.gov)

Susanna Struble, Public Works Director, City of Coolidge, Phone: (520) 723-4882, Fax: (520) 723-3004  
[sstruble@coolidgeaz.com](mailto:sstruble@coolidgeaz.com)

## Chapter 2

### **Statement of Independence**

Right Away Disposal has been a member of the Florence Chamber of Commerce since April 2011.

Right Away Disposal's Membership with the Town Chamber of Commerce does not create a conflict of interest. Right Away Disposal and/or its employees involved with this RFP have no personal relationships with any employees of the Town of Florence. Any business performed in the Town of Florence is part of our normal operations.

### **Disclosure of Preclusion from Participating in Public Procurement**

Right Away Disposal LLC, Right Away Disposal's Subcontractors and persons submitting this proposal has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, State or Local government.

There is no such litigation/ action pending against Right Away Disposal LLC or any of the subcontractors or Proposer's included in this bid.

### **Litigation, Regulatory Actions, and Payment of Liquidated Damages History**

Right Away Disposal and/or its Sub Contractors have no past or pending civil, legal, regulatory or criminal actions now pending or that have occurred in the past ten (5) years against key personnel, Proposer, Proposer's sub-contractor(s), and all subsidiaries owned by Proposer.

### **Compliance Records**

Right Away Disposal and its Sub contractors have received no notices of violations, corrective action notices, enforcement actions or orders, warning notices, or other forms of permit violation/non-compliance documentation in the past five years (5) from public agencies for any equipment, and vehicle staging, maintenance, processing, green waste processing, transfer, and disposal facilities in Arizona, which are owned or operated by the Proposer, Proposer's subcontractor(s), or Proposer's parent company and subsidiaries. Right Away Disposal has a current business license in Florence.

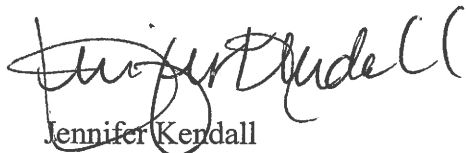
## Chapter 3

### EVERET D. HOWELL TAX & ACCOUNTING

We have audited the attached Balance Sheet of Waste Technologies,LLC., DBA Right Away Disposal as of December 31, 2011 and the related Income and Expenditure account for the period ended on that date. These financial statements are the responsibility of the management. Our responsibility is to express and opinion on these financial statements based on our audit.

We conducted the audit in accordance with Generally Accepted Accounting Principles. These standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the Balance Sheet and Income & Expenditure account comply with relevant Accounting Standard and to the best of our information and according to the explanations given to us the statements together with the schedules give a true and fair view.



Jennifer Kendall

Accountant

Everet D. Howell Tax & Accounting

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EVERET D. HOWELL TAX & ACCOUNTING  
2206 E. VIRGINIA STREET  
MESA, AZ 85213  
480.898.7302 OFFICE  
480.898.0594 FAX



**CHAPTER 3**  
**Right Away Disposal**  
**Profit & Loss**  
January through December 2011

|   |                     |
|---|---------------------|
| <b>Income</b>                             |                     |
| <b>Service Income</b>                     |                     |
| Chargebacks                               | -3,614.95           |
| Recycle                                   | 303,492.24          |
| Refunds                                   | -7,167.77           |
| Services                                  | <u>7,838,537.58</u> |
| <b>Total Service Income</b>               | 8,131,247.10        |
| <b>Other Income</b>                       | <u>15,459.44</u>    |
| <b>Total Other Income</b>                 | <u>15,459.44</u>    |
| <br>                                      |                     |
| <b>Total Income</b>                       | 8,146,706.54        |
| <br>                                      |                     |
| <b>Cost of Goods Sold</b>                 |                     |
| Disposal                                  | 2,009,531.65        |
| Recycle                                   | <u>52,307.15</u>    |
| <b>Total COGS</b>                         | <u>2,061,838.80</u> |
| <br>                                      |                     |
| <b>Gross Profit</b>                       | <u>6,084,867.74</u> |
| <br>                                      |                     |
| <b>Expense</b>                            |                     |
| <b>Facility Costs</b>                     |                     |
| Building Repairs                          | 6,275.66            |
| Gas and Electric                          | 19,060.77           |
| Janitorial Exp                            | 125.00              |
| Rent                                      | 74,290.25           |
| Security                                  | 2,361.68            |
| Water                                     | <u>13,744.25</u>    |
| <b>Total Facility Costs</b>               | 115,857.61          |
| <br>                                      |                     |
| <b>Fuel &amp; Oil</b>                     |                     |
| Fuel                                      | <u>970,796.33</u>   |
| <b>Total Fuel &amp; Oil</b>               | 970,796.33          |
| <br>                                      |                     |
| <b>General &amp; Administrative Costs</b> |                     |
| Accounting                                | 10,274.80           |
| Bank Service Charges                      | 13,063.31           |
| Computer Repairs                          | 15,102.32           |
| Computer/Internet Expenses                | 5,987.74            |
| Contributions                             | 4,802.37            |
| Credit Card Fees                          | 53,446.70           |
| Gifts                                     | 9,619.59            |
| Legal Fees                                | 3,420.01            |
| License/Permits                           | 34,847.70           |
| Meals and Entertainment                   | 14,944.72           |
| Medical                                   | 5,135.13            |
| Miscellaneous                             | 6,288.75            |

**CHAPTER 3**  
**Right Away Disposal**  
**Profit & Loss**  
**January through December 2011**

|   |                   |
|---|-------------------|
| Office Supplies                                 | 26,675.13         |
| Outside Services                                | 6,125.00          |
| Owners Expense                                  | 13,315.61         |
| Professional Development                        | 162.70            |
| Recycle % Fees                                  | 9,947.04          |
| Telephone Expense                               | 43,059.98         |
| Temporary Labor                                 | 8,102.24          |
| Travel  | 1,643.93          |
| Uniform Cleaning                                | 10,887.92         |
| Uniforms  | 4,123.04          |
| <b>Total General &amp; Administrative Costs</b> | <u>300,975.73</u> |
| <b>Insurance</b>                                |                   |
| Liability Insurance                             | 29,578.73         |
| Vehicle Insurance                               | 71,112.47         |
| Work Comp                                       | 43,501.75         |
| <b>Total Insurance</b>                          | <u>144,192.95</u> |
| <b>Other Equipment Costs</b>                    |                   |
| Equipment Rental                                | 8,165.36          |
| <b>Total Other Equipment Costs</b>              | <u>8,165.36</u>   |
| <b>Payroll Expenses</b>                         | 229,921.28        |
| <b>Payroll Expenses*OE</b>                      | 1,774,700.78      |
| <b>Sales Expenses</b>                           |                   |
| Advertising                                     | 28,759.13         |
| Auto  | 2,546.06          |
| Commissions                                     | 5,115.00          |
| Credit Credit Fees                              | 72.97             |
| Dues and Subscriptions                          | 4,416.82          |
| Expenses  | 9,191.77          |
| Postage   | 42,435.53         |
| Printing and Reproduction                       | 33,682.61         |
| Telephone                                       | 9,915.73          |
| <b>Total Sales Expenses</b>                     | <u>136,135.62</u> |
| <b>Taxes</b>                                    |                   |
| Property  | 25,944.07         |
| <b>Total Taxes</b>                              | <u>25,944.07</u>  |
| <b>Transfer Station Expenses</b>                |                   |
| Drawings  | 1,735.00          |
| Permits   | 45,034.97         |
| Transfer Station Expenses - Other               | 52,339.55         |
| <b>Total Transfer Station Expenses</b>          | <u>99,109.52</u>  |

**CHAPTER 3**  
**Right Away Disposal**  
**Profit & Loss**  
**January through December 2011**

|   |                            |
|---|----------------------------|
| <b>Vehicle Repairs &amp; Maintenance</b>                      |                            |
| 3rd Party Repairs   | 52,386.93                  |
| 3rd Party Towing  | 7,929.75                   |
| Automobile Expense  | 40,514.05                  |
| Container Repair  | 11,927.61                  |
| Licensing   | 61,183.89                  |
| Paint   | 31,035.75                  |
| Parts   | 687,560.09                 |
| Repairs   | 79,150.71                  |
| Shop Equipment  | 1,113.73                   |
| Tire Repairs  | 130,905.13                 |
| Tires   | 48,473.92                  |
| Welding   | 7,236.24                   |
| Vehicle Repairs & Maintenance - Other                         | -844,832.80                |
| <b>Total Vehicle Repairs &amp; Maintenance</b>                | <u>314,585.00</u>          |
| <br>  |                            |
| <b>Total Expense</b>  | <u>4,120,384.25</u>        |
| <br>  |                            |
| <b>Net Ordinary Income</b>                                    | <u><u>1,964,483.49</u></u> |
| <br>  |                            |
| <b>Other Income</b>   |                            |
| Interest Paid   | 97.01                      |
| <b>Total Other Income</b>                                     | <u>97.01</u>               |
| <br>  |                            |
| <b>Other Expense</b>  |                            |
| Loan Interest   | 1,086,815.84               |
| <b>Total Interest Exp</b>                                     | <u>1,086,815.84</u>        |
| <br>  |                            |
| <b>RAD Depreciation</b>                                       |                            |
| Amortization  | 4,917.00                   |
| Depreciation - Containers                                     | 388,675.00                 |
| Depreciation - Machinery & Equi                               | 3,431.00                   |
| Depreciation - Transfer Trucks                                | 46,324.00                  |
| Depreciation - Trucks   | 545,756.00                 |
| <b>Total RAD Depreciation</b>                                 | <u>989,103.00</u>          |
| <br>  |                            |
| <b>Total Other Expense</b>                                    | <u>2,075,918.84</u>        |
| <br>  |                            |
| <b>Net Other Income</b>                                       | <u>-2,075,821.83</u>       |
| <br>  |                            |
| <b>Net Income</b>   | <u><u>-111,338.34</u></u>  |
| <br>  |                            |
| <b>NIBITD (Net Income Before Interest Taxes Depreciation)</b> | <u><u>1,964,483.49</u></u> |

**CHAPTER 3**  
**Right Away Disposal**  
**Balance Sheet**  
As of December 31, 2011

**ASSETS**

**Current Assets**

**Checking/Savings**

|                            |            |
|----------------------------|------------|
| MERCHANT CC ACCOUNT - 9477 | 100,539.96 |
| OPERATING ACCOUNT- 9451    | 60,758.31  |
| PAYROLL ACCOUNT - 9469     | 2,141.32   |
| SAVINGS ACCOUNT - 7567     | 173,121.96 |

|                               |            |
|-------------------------------|------------|
| <b>Total Checking/Savings</b> | 336,561.55 |
|-------------------------------|------------|

**Other Current Assets**

|                     |            |
|---------------------|------------|
| Accounts Receivable | 635,732.73 |
|---------------------|------------|

|                             |            |
|-----------------------------|------------|
| <b>Total Current Assets</b> | 972,294.28 |
|-----------------------------|------------|

**Fixed Assets**

|                           |              |
|---------------------------|--------------|
| AZ Waste Services Route   | 9,836.00     |
| Containers                | 2,076,268.09 |
| Office                    | 12,158.96    |
| Shop                      | 106,098.32   |
| Transfer Station          | 4,914,851.76 |
| Transfer Station - Efoy   | 1,577,000.00 |
| Transfer Trucks/Equipment | 157,776.00   |
| Trucks                    | 1,815,955.29 |

|                           |               |
|---------------------------|---------------|
| <b>Total Fixed Assets</b> | 10,669,944.42 |
|---------------------------|---------------|

|                     |                      |
|---------------------|----------------------|
| <b>TOTAL ASSETS</b> | <b>11,642,238.70</b> |
|---------------------|----------------------|

**LIABILITIES**

**Current Liabilities**

|                           |            |
|---------------------------|------------|
| Accounts Payable          | 427,120.43 |
| Credit Card               | 14,242.87  |
| Other Current Liabilities | 55,059.67  |

|  |            |
|--|------------|
| <b>Total Other Current Liabilities</b> | 496,422.97 |
|--|------------|

**Long Term Liabilities**

|                  |              |
|------------------|--------------|
| Southwest Note   | 5,000,000.00 |
| Metro Phx Note   | 252,958.20   |
| Powell           | 85,000.00    |
| Transfer Loan    | 2,000,000.00 |
| Transfer Loan #2 | 1,492,311.58 |

|                              |              |
|------------------------------|--------------|
| <b>Long Term Liabilities</b> | 8,830,269.78 |
|------------------------------|--------------|

|                          |                     |
|--------------------------|---------------------|
| <b>TOTAL LIABILITIES</b> | <b>9,326,692.75</b> |
|--------------------------|---------------------|

**EQUITY**

|                    |               |
|--------------------|---------------|
| Opening Bal Equity | 3,978,002.73  |
| Retained Earnings  | -1,551,118.44 |
| Net Income         | -111,338.34   |

|                     |              |
|---------------------|--------------|
| <b>TOTAL EQUITY</b> | 2,315,545.95 |
|---------------------|--------------|

|                                       |                      |
|---------------------------------------|----------------------|
| <b>TOTAL LIABILITIES &amp; EQUITY</b> | <b>11,642,238.70</b> |
|---------------------------------------|----------------------|

## Chapter 4

### Method of Approach

#### 1. General Proposal Requirements:

##### *a. Description of Collection Equipment:*

**Solid Waste and Recycling Carts to be purchased for contract:** RAD has selected the Otto Millennium 95 gallon side-load container as the best container to be used for the Town of Florence Trash & Recycle Proposal. RAD has used this container exclusively for the past 5 years and has found this container to be the most durable, practical and cost effective compared to other containers. The Otto Millennium container can withstand 40 mph wind gusts, making the container much less likely to blow over during windy conditions. The containers are also rated at a weight capacity of 340 lbs., thus making the container less likely to crack from being overloaded.

In addition to being well built, the Otto Millennium Container has the option of placing a full color label on the lid of the container. This is a helpful option for recycling containers to assist residents in identifying what materials are acceptable and unacceptable. The colored label has a 10 year warranty and can increase the amount of material residents recycle. RAD has attached (**Attachment A**) a sample of the current label that is being placed on all of Right Away Disposal's residential recycle containers.

**Side-load Vehicles (Residential Trucks):** Right Away Disposal currently uses Heil STARR System Rapid Rail trucks. The STARR System is the industry's only semi-trailer refuse collection system, and the most maneuverable full size collection vehicle in the world. The STARR can literally run circles around other "straight frame" trucks, going through cul-de-sacs with ease, and maneuvering in and out of tight areas without constant backing. Because of its maneuverability, the STARR is arguably the most productive refuse collection vehicle on the market today. These trucks produce less wear and tear on streets because they are a tractor trailer style truck that has a central pivot point so rear tires do not drag on residential streets. Right Away Disposal will be purchasing an updated fleet of these vehicles prior to the start of collection. Right Away Disposal currently runs 33 of these trucks in Pima, Pinal and Maricopa Counties.

Collection service will be performed with a one man crew, unless training is in progress. All bulk services will be done by a two man crew.

##### *b. Collection Routes Schedules and Maps:*

If Right Away Disposal is selected as the provider for the Town of Florence, trash and recycling collection would occur on the same day in each area, unless the Town chose otherwise.

Service day for trash & recycling would be: **See Maps on final page of Chapter 4**

**Monday-** Outlying areas and downtown area homes within the Town

**Thursday-** All homes in the Anthem (Merrill Ranch) Community

##### *c. Disposal and Processing Contracts:*

Throughout the length of the agreement, Right Away Disposal would bring the recyclable material to the RAD Waste & Recycling Facility to be processed. All of the municipal solid waste (MSW) would be brought to the Central Arizona Transfer Station until the current contract expires in April 2013. Upon expiration, Right Away Disposal would bring the waste to the RAD Waste & Recycling Facility to be processed. The RAD Waste & Recycling Facility does not have a daily capacity and can easily absorb the Town's waste and recyclables.

*d. Approach to Minimize Container Damage:*

The type of collection equipment that Right Away Disposal uses to service residential containers is designed to minimize container damage. The grippers on the mechanical arm on the trucks have rubber rollers on the tips and a fabric belt that grips the containers on the sides. Between the style of the collection equipment and the quality of the containers, damage is kept to a minimum. In addition, all Otto containers are under warranty for 10 years for free replacement.

*e. Self-Haulers:*

Self-haulers will be permitted to drop off solid waste at the RAD Waste & Recycling Facility at 3755 S Royal Palm Rd; Apache Junction, AZ 85119. Residents will receive a rate of \$40 per ton for their load, with a \$10 minimum. Hours of Operation are Monday through Friday from 6:30am to 4:00pm and Saturdays from 7:00am to 4:00pm. Recyclables are also accepted at the RAD Waste & Recycling Facility at the same address, free of charge.

## **2. Recycling Service Proposal Requirements**

*a. Recyclable Materials to be collected:*

- Aluminum cans, foil, cans, foil food containers
- Steel/tin cans
- Glass food and beverage containers (flint, amber, clear and green)
- Newspaper, slick paper inserts
- Magazines and paperback books
- Residential mixed paper, junk mail inserts and bagged shredded paper
- Telephone books and Yellow Pages
- Cardboard (corrugated, chipboard), dry food boxes, beer and soda carriers, and shoe boxes
- Aerosol cans
- Plastic bottles and containers (Recycling logo #1 through #7)

*b. Recyclable Materials Accepted by Processing Facility*

All of the above listed materials (2a) will be accepted at recycling facility. **Attachment B** will include a flyer that lists all acceptable materials. This is also part of the educational material that will be distributed with Recycling Carts upon initial delivery.

*c. Processing Site Information:*

All Recyclables will be processed at the RAD Waste & Recycling Facility located in Apache Junction at:

3755 S Royal Palm Rd

Apache Junction, AZ 85119

Right Away Disposal owns the waste and recycling facility where material will be processed.

**Attachment C** will include a Certificate of Occupancy for the RAD Waste & Recycling Facility



### 3. Solid Waste Services

Right Away Disposal will use fully automated sideload trucks to perform residential solid waste and recycling collection services.

#### *a. Disposal Site Information*

All materials will be handled at the RAD Waste & Recycling Facility at 3755 S Royal Palm Rd. Apache Junction, AZ 85119. This is a Right Away Disposal owned facility (**Attachment C**). This facility is a brand new waste transfer and recycling facility. At this location, Employees sort, process and transfer out municipal solid waste, single stream recyclables, green waste and construction debris. Right Away Disposal's facility does not have a limit to the amount of material it can process daily.

### 4. Residential Bulk Waste Services

Right Away Disposal will offer 2 options for residential bulk waste.

- i. On-call service that will be a fee-per-service basis to all residents
- ii. Monthly scheduled bulk removal service will be scheduled every month on the second Wednesday of each month. The entire town will be collected on this day.

Residents will schedule with our office by either phone, email or our website to have their bulk items on schedule to be picked up. Residents must call at least 24 hours prior to the scheduled collection day to be placed on the bulk collection schedule. Residents are asked to put their bulk material out at curbside the day prior to the bulk collection. This collection schedule does comply with the HOA regulations for the Anthem (Merrill Ranch) Community. This service will be performed with a rear load style collection vehicle and a 2-man crew. Bulk waste cannot exceed 20 yards of debris; any material over the allowed 20 yards will not be collected and will be the residents' responsibility to dispose of.

#### *a. Disposal Site Information*

All materials will be handled at the RAD Waste & Recycling Facility at 3755 S Royal Palm Rd. Apache Junction, AZ 85119. This is a Right Away Disposal owned facility (See **Attachment C**). This facility is a brand new waste transfer and recycling facility. At this location, Employees sort, process and transfer out municipal solid waste, single stream recyclables, green waste and construction debris. Right Away Disposal will also be recycling/composting all green waste collected during Bulk Waste pickup, Christmas tree pickup and community clean up events.

### 5. Town Sludge Hauling Proposal Requirements

#### *a. Sludge Hauling Processing Site Information*

Butterfield Station Landfill – Mobile, AZ

Waste Management is the owner of this facility

Mark Allen 480-819-0141

Right Away Disposal has an ongoing agreement for special waste disposal with Waste Management.

**Attachment D** is a letter from Waste Management's Industrial Account Manager

#### *b. Permitted Available Processing Capacity*

There are no restrictions on maximum processing capacity for this landfill



RIGHT AWAY DISPOSAL

# Service Days Proposal

## Trash & Recycle Collection

Monday

Thursday

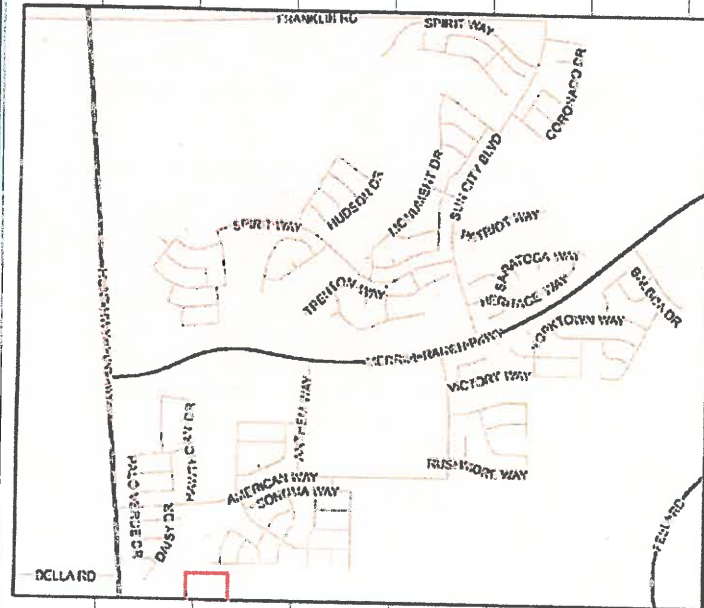
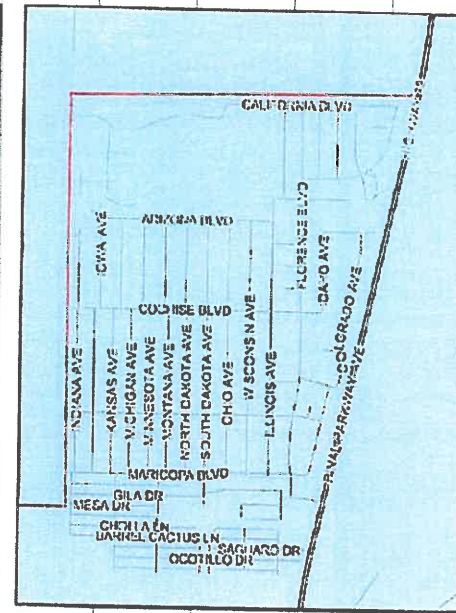
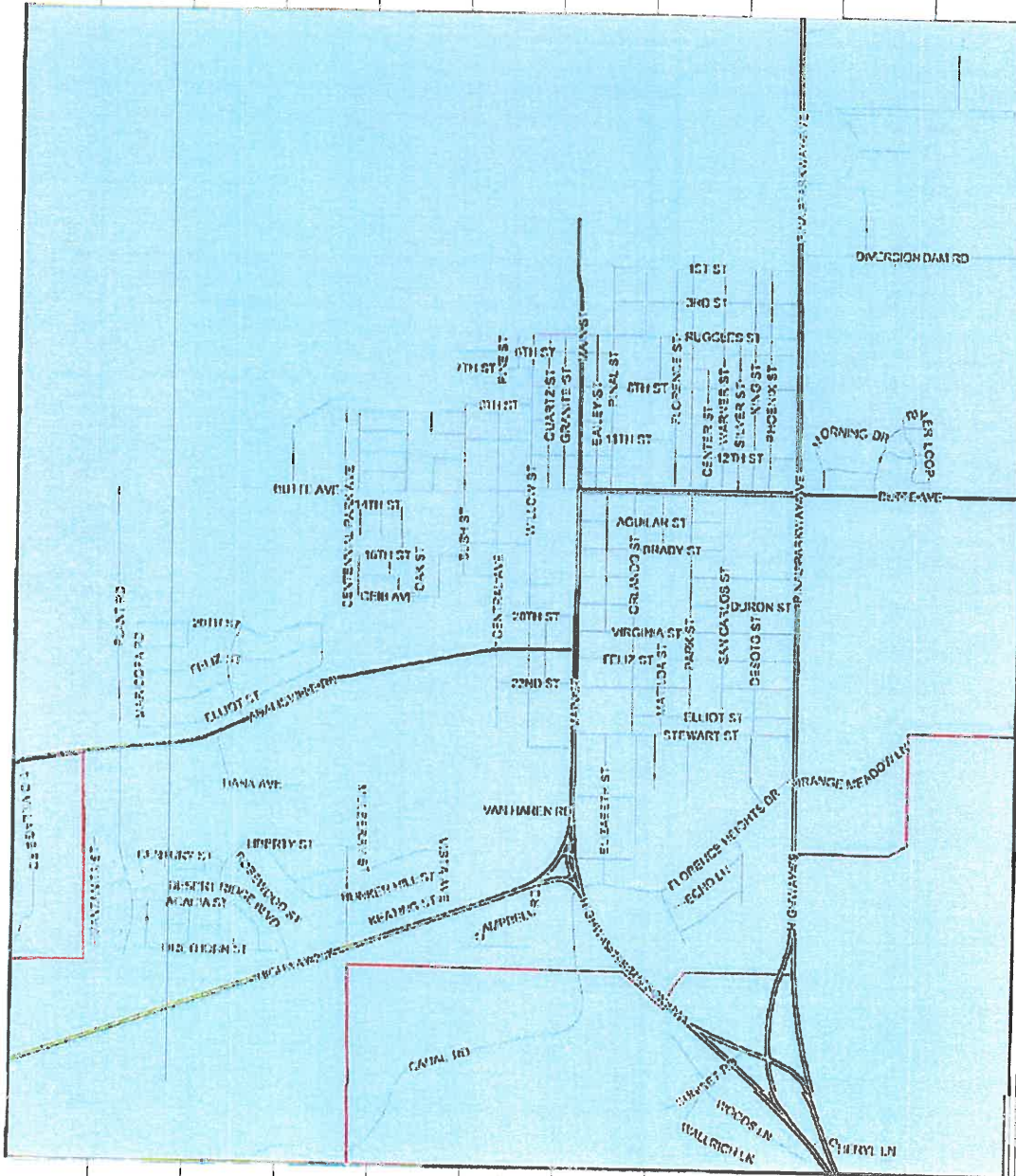


EXHIBIT I



### Town of Florence



0 1,100 2,200 Feet

This map is not to be used for any purpose other than that for which it was prepared. The Town of Florence is not responsible for any errors or omissions on this map. The Town of Florence is not responsible for any damages or liabilities arising from the use of this map. The Town of Florence is not responsible for any claims or damages arising from the use of this map. The Town of Florence is not responsible for any claims or damages arising from the use of this map.

## Chapter 5

### Billing

Right Away Disposal will be billing residents quarterly advanced. These rates will be in accordance with the rate structure established in forms 5 and 6. If residents choose to sign up for auto bill pay they will receive a \$0.25 discount per month on their bill. The following page is a sample invoice that the residents would receive quarterly. Residents can chose to pay monthly or quarterly with no penalties or disruption of service. Residents can also choose to receive their invoices by email.

Seasonal residents will have the option to place their account on vacation hold if they are leaving town for a period longer than 30 days and up to 1 year. Their account will be placed on vacation hold and any credit will remain on the account until they call our office to reinstate their service. Residents must call when they leave for vacation and when they return. Accounts balances are prorated to the day residents leave and return from vacation.



**RIGHT AWAY DISPOSAL**

P.O. Box 52768  
Mesa, AZ 85208  
Phone: 480-983-9101

# INVOICE

|               |            |
|---------------|------------|
| INVOICE NO.   | 0000412798 |
| PAGE          | 1          |
| DATE          | Jul-01-12  |
| CUSTOMER NO.  | 34280      |
| SITE NO.      | 0          |
| REFERENCE NO. |            |

TO:  
John Smith  
123 N Main St  
Florence, AZ 85132

AMOUNT DUE **\$39.75**

AMOUNT PAID

| SERVICE DATE | CODE     | DESCRIPTION  | REFERENCE | QTY. | RATE    | AMOUNT   |
|--------------|----------|--|-----------|------|---------|----------|
|              |          | (0001)<br>John Smith<br>123 N Main St, Florence AZ     |           |      |         |          |
| 01 - Jul     | RS 95.00 | Auto Pay Discount<br>Jul 01, 2012 - Sep 30, 2012       |           | 3.00 | -\$0.25 | (\$0.75) |
| 01 - Jul     | RS 95.00 | Trash & Recycle Service<br>Jul 01, 2012 - Sep 30, 2012 |           | 3.00 | \$13.50 | \$40.50  |
|              |          | Site Total   |           |      |         | \$39.75  |

Payment Due Upon Receipt Pay your bill online at [www.RightAwayDisposal.com](http://www.RightAwayDisposal.com)

|                    |                        |                        |                        |
|--------------------|------------------------|------------------------|------------------------|
| CURRENT<br>\$39.75 | 31 - 60 DAYS<br>\$0.00 | 61 - 90 DAYS<br>\$0.00 | OVER 90 DAYS<br>\$0.00 |
|--------------------|------------------------|------------------------|------------------------|

TOTAL INVOICE **\$39.75**

TOTAL ACCOUNT BALANCE **\$39.75**

|               |            |
|---------------|------------|
| INVOICE NO.   | 0000412798 |
| PAGE          | 1          |
| DATE          | Jul-1-12   |
| CUSTOMER NO.  | 34280      |
| SITE NO.      | 0          |
| REFERENCE NO. |            |



Right Away Disposal  
P.O. Box 52768  
Mesa, AZ 85208  
Phone: (480) 983-9101

AMOUNT OF REMITTANCE

PLEASE RETURN THIS PORTION WITH REMITTANCE



# Quarterly Reminders from your RAD Team



## RIGHT AWAY DISPOSAL

### ➤ Bulk Item Removal Service

The second Wednesday of each month RAD will be offering a Bulk Item pick up for our Florence customers. Bulk service is for up to 20 cubic yards of trash, this service is offered at no charge to Florence Customers. Please contact our office for details and to schedule a bulk 480-983-9101.



### *FAQs & Reminders*

- Please Bag & Tie all garbage
- Please have container out by 6am or the night before
- Holidays we do not service are New Year's Day, Independence Day, Thanksgiving Day and Christmas Day. The service day will be the following day for those weeks.
- RAD offers automatic quarterly payments using credit cards or ACH
- Pay online using a Credit Card at [www.RightAwayDisposal.com](http://www.RightAwayDisposal.com)
- Help reduce waste, sign up to have your invoices emailed to you
- Receive a \$.75 quarterly credit by using ACH Autopay

**FORM 5: COST FORM FOR RESIDENTIAL SOLID WASTE SERVICES, RESIDENTIAL BULK WASTE SERVICES AND RESIDENTIAL RECYCLING SERVICES**

Form 5.1 - Costs for Residential Solid Waste Services

| Service Rate  | Monday through Thursday Collection Week |                              |
|---|---|------------------------------|
|   | Same Day Collection [1]                 | Different Day Collection [2] |
| <b>Residential Solid Waste Services (96 Gallon)</b>       |   |                              |
| 1. Solid Waste Collection/Disposal Service Rate           | \$ 6.75 /Unit/Month                     | \$ 6.75 /Unit/Month          |
| 2. Solid Waste Cart Rate [3] 96 Gallon                    | \$ 0 /Unit                              | \$ 0 /Unit                   |
| <b>Residential Solid Waste Services (300 Gallon/Unit)</b> |   |                              |
| 1 Solid Waste Collection/Disposal Service Rate            | \$ 30 /Unit/Month                       | \$ 30 /Unit/Month            |
| 2. Solid Waste Cart Rate [3] 300 Gallon                   | \$ 0 /Unit                              | \$ 0 /Unit                   |
| <b>Residential Bulk Waste Services</b>                    |   |                              |
| 1. Bulk Waste Collection Rate                             | \$ 75 /Unit                             | \$ 75 /Unit                  |
| 2. Bulk Waste Disposal Rate [4]                           | \$ 0 /Ton                               | \$ 0 /Ton                    |
| <b>Residential Recycling Services (96 Gallon)</b>         |   |                              |
| 1. Recycling Collection/Disposal Service Rate             | \$ 6.75 /Unit/Month                     | \$ 6.75 /Unit/Month          |
| 2. Recycling Cart Rate [3] [5]                            | \$ 0 /Unit                              | \$ 0 /Unit                   |
| <b>Residential Recycling Services (300 Gallon)</b>        |   |                              |
| 1 Recycling Collection/Disposal Service Rate              | \$ 20 /Unit/Month                       | \$ 20 /Unit/Month            |
| 2. Recycling Cart Rate [3] [5]                            | \$ 0 /Unit                              | \$ 0 /Unit                   |
| Residential Cart Change Rate [6] (96 Gallon)              | \$ 0 /Cart                              | \$ 0 /Cart                   |
| Residential Cart Change Rate [6] (300 Gallon)             | \$ 0 /Cart                              | \$ 0 /Cart                   |

12.50  
20  
\$3.50



Form 5.1 – Continuation (Costs for Residential Solid Waste Services)

| All Inclusive Optional Rates For:   |                      |                      |  |
|---|----------------------|----------------------|--|
| 1. Residential Solid Waste, Bulk Waste, & Recycling Collection & Disposal Services (96 Gallon)  | \$ 13.50 /Unit/Month | \$ 13.50 /Unit/Month |  |
| 2. Residential Solid Waste, Bulk Waste, & Recycling Collection & Disposal Services (300 Gallon) | \$ 50 /Unit/Month    | \$ 50 /Unit/Month    |  |

- [1] Same Day Collection means Contractor shall perform both Residential Solid Waste Services and Residential Recycling Services on the same day of the week for each Residential Service Unit.
- [2] Different Day Collections means Contractor may perform Residential Solid Waste Services and Residential Recycling Services on different days of the week for each Residential Service Unit.
- [3] Cart Rate means the cost for purchase up to and including the initial delivery of the Carts to Residential Service Units. Contractor shall be responsible for the costs associated with the maintenance, delivery after the initial delivery and storage of Carts. Ownership of the Carts in the possession of Residential Service Units at the expiration of the Agreement shall rest with the Contractor.
- [4] Disposal Rate shall be the sole fee charged for the disposal of Bulk Waste.
- [5] Proposer may provide a choice of the size of Carts for solid waste and recycling to enable residents to choose the level of service most appropriate for their situation. The default level of service will be the 96 gallon Carts. Recycle Carts shall be a standard blue color with the recycle logo imprinted on the container, provided, however, that the Town may, in its sole discretion, allow for alternative Recycling Cart colors that are clearly marked or colored to easily distinguish them from the Solid Waste Cart and so long as the recycle logo is clearly displayed. All Carts must be Proposer grade, wheeled containers. Each must have a permanently attached lid, and be designed to easily fit through gates and doors.
- [6] Proposer may provide residents with a one-time ability to request a change in Cart size. Any additional changes in Cart size will be individually charged to the resident, per Cart
- [7] Proposer may be required to provide cost information for each Solid Waste, Bulk Waste and Recycling Collection and Disposal Services to be provided as part of the Proposal to be considered in the Agreement.
- [8] Town Facility Solid Waste, Recycling, and Bulk Waste Services shall be in accordance with the applicable Unit Rates for Residential Solid Waste Services, Residential Bulk Waste Services and Residential Recycling Services as applicable.

**FORM 5: COST FORM FOR RESIDENTIAL SOLID WASTE SERVICES  
AND RESIDENTIAL BULK WASTE SERVICES**

Form 5.2 - Costs for Residential Solid Waste Services  
WITHOUT RECYCLING

| Service Rate   | Monday through Thursday Collection Week |                                 |
|--|---|---------------------------------|
|  |   | Different Day<br>Collection [2] |
| <b>Residential Solid Waste Services (96 Gallon)</b>    |   |                                 |
| 1. Solid Waste Collection/Disposal<br>Service Rate [2] | \$                                      | 14.95 /Unit/Month               |
| 1. Solid Waste Cart Rate [1] 96<br>Gallon              | \$                                      | 0 /Unit                         |
| <b>Residential Solid Waste Services (300 Gallon)</b>   |   |                                 |
| 1. Solid Waste Collection/Disposal<br>Service Rate [2] | \$                                      | 50 /Unit/Month                  |
| 2. Solid Waste Cart Rate [1] 300<br>Gallon             | \$                                      | 0 /Unit                         |
| <b>Residential Bulk Waste Services</b>                 |   |                                 |
| 1. Bulk Waste Collection Rate                          | \$                                      | 75 /Unit                        |
| 2. Bulk Waste Disposal Rate [2]                        | \$                                      | 0 /Ton                          |
| 3. Semiannual Bulk Waste Event                         | \$                                      | 40 /Ton                         |
| Residential Cart Change Rate [3] (96 Gallon)           | \$                                      | 0 /Cart                         |
| Residential Cart Change Rate [3] (300 Gallon)          | \$                                      | 0 /Cart                         |

Form 5.2 – Continuation (Costs for Residential Solid Waste Services  
WITHOUT RECYCLING)

| All Inclusive Optional Rates For:   |                      |                      |
|---|----------------------|----------------------|
| 1. Residential Solid Waste, Bulk Waste, & Collection & Disposal Services (96 Gallon)  | \$ 14.95 /Unit/Month | \$ 14.95 /Unit/Month |
| 2. Residential Solid Waste, Bulk Waste, & Collection & Disposal Services (300 Gallon) | \$ 50 /Unit/Month    | \$ 50 /Unit/Month    |

- [1] Cart Rate means the cost for purchase up to and including the initial delivery of the Carts to Residential Service Units. Contractor shall be responsible for the costs associated with the maintenance, delivery after the initial delivery and storage of Carts. Ownership of the Carts in the possession of Residential Service Units at the expiration of the Agreement shall rest with the Contractor.
- [2] Disposal Rate shall be the sole fee charged for the disposal of Solid Waste and Bulk Waste.
- [3] Proposer may provide a choice of the size of Carts for solid waste to enable residents to choose the level of service most appropriate for their situation. The default level of service will be the 96 gallon Carts. All Carts must be Proposer grade, wheeled containers. Each must have a permanently attached lid, and be designed to easily fit through gates and doors.
- [4] Proposer may provide residents with a one-time ability to request a change in Cart size. Any additional changes in Cart size will be individually charged to the resident, per Cart.
- [5] Proposer may be required to provide cost information for each Solid Waste, Bulk Waste and Recycling Collection and Disposal Services to be provided as part of the Proposal to be considered in the Agreement.
- [6] Town Facility Solid Waste, Recycling, and Bulk Waste Services shall be in accordance with the applicable Unit Rates for Residential Solid Waste Services, Residential Bulk Waste Services and Residential Recycling Services as applicable.

**FORM 6: COST FORM FOR TOWN SLUDGE HAULING SERVICES**

| Solid Waste/Sludge Cake |                        |               |
|-------------------------|------------------------|---------------|
| Roll-off Size           | Collection Rate        | Disposal Rate |
| 12 CY                   | \$ 150 /Container/Pull | \$ 40 /Ton    |
| 20 CY                   | \$ 150 /Container/Pull | \$ 40 /Ton    |
| 40 CY                   | \$ 150 /Container      | \$ 40 /Ton    |
|                         |                        |               |

| Liquid Sludge |                 |                        |
|---------------|-----------------|------------------------|
| Tanker Size   | Rate per Gallon | Rate per 5,000 Gallons |
| 5,000 gallon  | N/A             | \$ 287.50              |
|               |                 |                        |
|               |                 |                        |

**Roll-off Dumpster Specifications (Minimum Requirements)**

The minimum requirements for roll-off dumpsters are as follows:

1. Compliance with the Federal Motor Carrier Safety Administration's Cargo Securement Rules with specific attention to the rules for Roll-on/Roll-off or Hook-lift containers as defined in 49 CFR 393.5
2. Twenty (20) cubic yard dumpster shall have maximum dimensions as follows: a) length of 22'-8", b) width of 7'-10" and c) height of 5'-1"
  - a. Existing rails at the site are 3'-1/8" out-to-out.
  - b. Minimum rails of dumpster shall be 3'-1/2" out-to-out
  - c. Existing dumpster pad is capable of handling a maximum dumpster width of 8'-0"
  - d. The existing dumpster pad has rail heights of 4"
3. Twelve (12) cubic yard dumpsters shall have maximum dimensions as follows a) length of 16'-6", b) width of 6'-8" and c) height of 5'-1"
4. Deviations in dimension as described above shall not exceed +0, -6"
5. "Dog House" style hook-up with heavy duty snatch hook is required or equal
6. Formed ladder (OSHA compliant) is required
7. Ground rollers shall be provided to be made of steel and width of 8" with minimum clearance of 8"

## Exceptions

**Bulk Waste:** Right Away Disposal will be offering curbside scheduled Bulk Waste collection monthly, as opposed to quarterly for all Florence residents.

**Billing:** Residents will have the option of signing up for auto bill pay and will receive a \$0.25 per month discount on their trash and recycling service.

**Green Waste/Christmas Tree Recycle:** Right Away Disposal operates a Green Waste recycling and composting facility in Apache Junction. Green Waste from bulk loads will be separated and chipped to be turned into compost.

**Additional Container:** Residents wanting more service, can sign up for an additional container for \$5 per month.



# RECYCLE HERE



MIX ALL RECYCLABLES (DEPOSITE TODO LO RECICLABLE AQUÍ)



Glass jars & bottles  
*Botellas y envases de vidrio*



Aluminum Beverage Containers,  
Aluminum Baking Tins, Aluminum  
Food Containers  
*Latas, papel y recipientes de aluminio*



Steel: Steel Food Containers, Empty  
Aerosol Cans, Clean Metallic Lids  
*Latas de acero u hojalata*



Paperboard: Cereal Boxes, Tissue Boxes,  
Paper Towel and Tissue Paper cores,  
Soda & Beer Cartons, Shoe Boxes  
*Cajas de cereal, tubos de cartón, etc.*



Cardboard: Boxes (flattened),  
Pizza Boxes



Other Paper: Computer Paper,  
Old Phone Directories,  
Paperback Books  
*Directorios telefónicos*



Junk mail: Discarded Mail,  
Greeting Cards, Envelopes  
*Correspondencia publicitaria*



Plastic: Plastic Soda & Water  
Bottles (#1), Milk Jugs (#2),  
Plastic Detergent Bottles (#2),  
Plastic Bottles (#3-#7)  
*Botellas y envases de plástico*



Magazines & catalogs  
*Revistas y catálogos*



Newspaper & Inserts  
*Periódicos y propaganda*



Mixed Paper: Calendars, School  
Papers, Carbonless Forms-Paper  
*Papel de oficina*



Kraft Paper, Paper Grocery  
Bags, Shopping & Lunch  
Bags-Paper  
*Bolsas de papel*

ATTACHMENT A

## PLEASE:

- **NO** styrofoam  
*hule espuma*
- **NO** ceramics or dishes  
*cerámicas*
- **NO** food waste  
*desperdicios de comida*
- **NO** light bulbs, window glass or mirrors  
*bombillas, ventanas de vidrio o espejos*
- **NO** yard waste  
*desperdicios de jardín*

## NO GARBAGE BASURA



RightAwayDisposal.com

FOR MORE INFORMATION  
**480-983-9101**

PLACE CURBSIDE ON YOUR COLLECTION DAY WHEN FULL.  
SET OUT CART AT LEAST 3 FEET AWAY FROM OTHER CARTS OR OBJECTS.



ATTACHMENT B

# ACCEPTABLE MATERIAL



Plastic bottles

Botellas de plástico



Plastic Jugs

Envases de plástico



Glass bottles/Jars

Envases de vidrio



Magazines/Phone books

Revistas y directorios telefónicos



Cardboard/Food boxes

Cajas de cartón



Aluminum/Metal cans

Latas de aluminio o metal



Newspaper/Paper

Papel y periódico



## RIGHT AWAY DISPOSAL

### NOT RECYCLABLE • NO SON RECICLABLES

Do NOT put these items in your recycling container  
No coloque ninguna de estas cosas en el contenedor de reciclables

- Plastic bags *Bolsas de plástico*
- Grass *Pasto*
- Yard waste *Basura del jardín*
- Food waste *Desechos de comida*
- Diapers *Panales*
- Clothing *Ropa*

For more information: Para más información 480-983-9101 [rightawaydisposal.com](http://rightawaydisposal.com)

**ATTACHMENT C**

***Certificate of Occupancy***  
***County of Pinal***  
***Department of Building Safety***

This Certificate issued pursuant to the requirements of Section 110 of the 2006 International Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the County regulating building construction or use. For the following:

Permit Number: **PER11-01316**

*Address of Structure*      **3755 S ROYAL PALM RD 0001  
APACHE JUNCTION, AZ 85119**

*Owner's Name*              **BART POWELL/WASTE TECH.**

*Owner's Address*          **3755 S ROYAL PALM, APACHE JUNCTION, AZ 85119**

*Automatic Sprinkler*      \_\_\_\_\_      *Use and Occupancy*          **B**    

*Occupant Load*          \_\_\_\_\_      *Type of Construction*          **VB**    

*Special Conditions*      **FINAL INSPECTION PASSED ON 02/17/2012**

  
\_\_\_\_\_  
**Steven R. Brown, Building Official**

**February 29, 2012**  
\_\_\_\_\_  
*Date*

# ATTACHMENT C

## ***Certificate of Occupancy*** ***County of Pinal*** ***Department of Building Safety***

This Certificate issued pursuant to the requirements of Section 110 of the 2006 International Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the County regulating building construction or use. For the following:

Permit Number: PER11-00462

*Address of Structure*      3755 S ROYAL PALM RD 0001  
APACHE JUNCTION, AZ 85119

*Owner's Name*              BART POWELL

*Owner's Address*          3755 S ROYAL PALM AVE, APACHE JUNCTION, AZ 85119

*Automatic Sprinkler*      \_\_\_\_\_      *Use and Occupancy*          F-1    

*Occupant Load*          \_\_\_\_\_      *Type of Construction*          III-B    

*Special Conditions*      FINAL INSPECTION PASSED ON 02/29/2012



Steven R. Brown, Building Official

March 19, 2012

Date

# ATTACHMENT D



WASTE MANAGEMENT of Arizona  
201 S. Mill Ave Suite 200  
Tempe, AZ, 85281  
(602) 819-0111 Ph  
(800) 713-5767 Fax  
[www.wmsolutions.com](http://www.wmsolutions.com)

July 19, 2012  
Right Away Disposal  
Attention: Jeremy Takas  
[Jeremy@rightawaydisposal.com](mailto:Jeremy@rightawaydisposal.com)  
Tel: 480 980-7353

**Ref: Butterfield Station Landfill**

Acceptance Criteria for Dewatered Sludge/Filter Cake:

1. All special wastes sent to Butterfield Station Facility must be non-hazardous (Not Hazardous defined by 40 CFR Part 261 of the Resource Conservation and Recovery Act (RCRA))
2. Prior to acceptance, Waste Management will require a completed and signed Waste Management Service Agreement, Waste profile sheet along with any requested analytical.

*Mark Allen*

Mark Allen  
Industrial Account Manager  
[Mallen5@wm.com](mailto:Mallen5@wm.com)  
(602) 819-0141  
Waste Management of Arizona, Inc.

Visit our Web Site @ [wmsolutions.com](http://wmsolutions.com)

# **EXHIBIT C**

## **Pricing**




**FORM 5: COST FORM FOR RESIDENTIAL SOLID WASTE SERVICES, RESIDENTIAL BULK WASTE SERVICES AND RESIDENTIAL RECYCLING SERVICES**

Form 5.1 - Costs for Residential Solid Waste Services

| Service Rate  | Monday through Thursday Collection Week |                              |
|---|---|------------------------------|
|   | Same Day Collection [1]                 | Different Day Collection [2] |
| <b>Residential Solid Waste Services (96 Gallon)</b>       |   |                              |
| 1. Solid Waste Collection/Disposal Service Rate           | \$ 6.25 /Unit/Month                     | \$ 6.25 /Unit/Month          |
| 2. Solid Waste Cart Rate [3] 96 Gallon                    | \$ 0 /Unit                              | \$ 0 /Unit                   |
| <b>Residential Solid Waste Services (300 Gallon/Unit)</b> |   |                              |
| 1 Solid Waste Collection/Disposal Service Rate            | \$ 30 /Unit/Month                       | \$ 30 /Unit/Month            |
| 2. Solid Waste Cart Rate [3] 300 Gallon                   | \$ 0 /Unit                              | \$ 0 /Unit                   |
| <b>Residential Bulk Waste Services</b>                    |   |                              |
| 1. Bulk Waste Collection Rate                             | \$ 75 /Unit                             | \$ 75 /Unit                  |
| 2. Bulk Waste Disposal Rate [4]                           | \$ 0 /Ton                               | \$ 0 /Ton                    |
| <b>Residential Recycling Services (96 Gallon)</b>         |   |                              |
| 1. Recycling Collection/Disposal Service Rate             | \$ 6.25 /Unit/Month                     | \$ 6.25 /Unit/Month          |
| 2. Recycling Cart Rate [3] [5]                            | \$ 0 /Unit                              | \$ 0 /Unit                   |
| <b>Residential Recycling Services (300 Gallon)</b>        |   |                              |
| 1 Recycling Collection/Disposal Service Rate              | \$ 20 /Unit/Month                       | \$ 20 /Unit/Month            |
| 2. Recycling Cart Rate [3] [5]                            | \$ 0 /Unit                              | \$ 0 /Unit                   |
| Residential Cart Change Rate [6] (96 Gallon)              | \$ 0 /Cart                              | \$ 0 /Cart                   |
| Residential Cart Change Rate [6] (300 Gallon)             | \$ 0 /Cart                              | \$ 0 /Cart                   |



|   |   |  |
|---|---|--|
|    | <b>TOWN OF FLORENCE<br/>COUNCIL ACTION FORM</b> | <b><u>AGENDA ITEM</u><br/>11a.</b>   |
| <b>MEETING DATE:</b> March 4, 2013<br><br><b>DEPARTMENT:</b> Town Attorney/Legal<br><br><b>STAFF PRESENTER:</b> James Mannato, Town Attorney<br><br><b>SUBJECT:</b> Ordinance 592-13; Declaring a Public Need and Necessity for the Acquisition of Property Through Purchase, Exchange, Donation or Eminent Domain, and declaring an Emergency. |   | <input checked="" type="checkbox"/> <b>Action</b><br><input type="checkbox"/> <b>Information Only</b><br><input type="checkbox"/> <b>Public Hearing</b><br><input type="checkbox"/> <b>Resolution</b><br><input checked="" type="checkbox"/> <b>Ordinance</b><br><input type="checkbox"/> <b>Regulatory</b><br><input type="checkbox"/> <b>1<sup>st</sup> Reading</b><br><input type="checkbox"/> <b>2<sup>nd</sup> Reading</b><br><input checked="" type="checkbox"/> <b>Emergency</b><br><input type="checkbox"/> <b>Other</b> |

**RECOMMENDED MOTION/ACTION:**

Motion to approve Ordinance 592-13, and declaring an emergency.

**BACKGROUND/DISCUSSION:**

Town staff presents the attached Ordinance for discussion and consideration by the Council and requests the Council's decision as to the exercise of the Town's power of eminent domain to acquire the property described in the Ordinance as depicted in Exhibit A, otherwise known as the Florence Copper Project, which is currently owned by Curis Resources (Arizona) Inc.

As stated in the Ordinance, the purposes for acquisition of this property include the elimination of a claimed legal non-conforming use of the property, the acquisition of water rights, acquisition of a site for a future wastewater treatment plant, as well as sites for the location of other Town facilities, buildings and related improvements. The water rights appurtenant to the property would represent a significant enlargement of the Town's water portfolio and would provide additional assurance to the Town's designation of assured water supply, an essential ingredient of remaining a municipal water provider.

Currently, the subject property is included within the Merrill Ranch Master Plan and is zoned PUD (Planned Unit Development), primarily for future single-family residential development, but also including some areas planned for complementary and compatible mixed use and employment land uses. Furthermore, the land use designation on the subject site per the Town's 2020 General Plan is MPC (Master Planned Community).

## **FISCAL IMPACT**

The fiscal impact associated with this Ordinance will largely depend upon the valuation of the property, to be determined in the course of a condemnation proceeding. Property valuation in condemnation cases typically begins with a determination of the highest and best use of the property in question, which must also be a legal use of the property. Currently, the property to be acquired is primarily zoned for single-family residential uses. Land similarly zoned in this area is believed to carry a value ranging from \$5,000 - \$10,000 per acre. The acquisition of the property in a condemnation proceeding will also require expenditures for legal counsel, appraisers, surveyors and other professional services.

## **ALTERNATIVES:**

Do not enact Ordinance 592-13.

## **RECOMMENDATION:**

Town staff recommends that the Council enact Ordinance No. 592-13 in furtherance of the public purposes of the Town and as a means to ensure the future well-being of the citizens and residents of the Town of Florence.

## **ATTACHEMENTS:**

Ordinance 592-13  
Exhibit A

**ORDINANCE NO. 592-13**

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING A PUBLIC NEED AND NECESSITY AND A PUBLIC PURPOSE; AUTHORIZING AND DIRECTING THE TOWN MANAGER, TOWN STAFF, AND TOWN ATTORNEY TO TAKE ANY AND ALL ACTIONS NECESSARY, CONVENIENT OR DESIRABLE, AND, TO SIGN ANY AND ALL DOCUMENTS; AND TO PAY ANY AND ALL COSTS, FEES OR EXPENSES IN ORDER TO ACQUIRE REAL PROPERTY, LOCATED IN PINAL COUNTY, ARIZONA AND KNOWN GENERALLY AS ASSESSOR'S PARCELS 200-31-054A, 200-31-019F, 200-31-0550, 200-31-019G, 200-31-019E, 200-31-019C, 200-31-0200, 200-38-001A, 200-38-0020 AND 200-38-001B, CONSISTING OF APPROXIMATELY 1,187 ACRES OF LAND LOCATED IN SECTIONS 26, 27, 28, 33, 34 AND 35 OF TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, THROUGH PURCHASE, EXCHANGE, DONATION OR EMINENT DOMAIN; IDENTIFYING THE REAL PROPERTY AS A FEE ACQUISITION TO ELIMINATE A CLAIMED LEGAL NON-CONFORMING USE, FOR A WASTEWATER TREATMENT FACILITY AND OTHER TOWN FACILITIES AND BUILDINGS TOGETHER WITH RELATED FACILITIES AND USES, AND TO SECURE WATER AND WATER RIGHTS, FOR THE USE AND BENEFIT OF THE TOWN AND THE PUBLIC, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Town of Florence, Pinal County, Arizona, (the "Town") is authorized by Arizona Revised Statutes §§ 12-1111, et seq., 9-462.02 and 9-511 to acquire property for its purposes and uses; and

**WHEREAS**, the Town has identified certain parcels of real property located in Pinal County, Arizona and which are identified by assessor's parcel numbers, 200-31-054A, 200-31-019F, 200-31-0550, 200-31-019G, 200-31-019E, 200-31-019C, 200-31-0200, 200-38-001A, 200-38-0020 and 200-38-001B, consisting of approximately 1,187 acres of land located in Sections 26, 27, 28, 33, 34 and 35 of Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, and depicted as shown generally on Exhibit "A" (the "Property"), said Property to be legally described according to a survey conducted pursuant to this Ordinance, which survey shall control, the Property being needed for the purposes of eliminating a claimed legal non-conforming use, locating and improving a wastewater treatment facility, along with related facilities, fixtures and improvements, for the operation of a wastewater system, and for locating and operating other Town facilities and buildings together with related facilities, fixtures, improvements and uses; and to secure water and water rights for the use and benefit of the Town;

**WHEREAS**, the current owners of the Property have filed a verified petition in the Superior Court of the State of Arizona in and for Pinal County, Case No. CV2013-00205, claiming the right to a legal non-conforming use of the entire Property for copper mining and related activities, the existence, scope, nature and extent of which right is disputed by the Town, and the Property owner having expressed its intent and having taken action to move forward with and expand its illegal or legal non-conforming use of the property.

**WHEREAS**, acquisition of fee title to the Property is necessary and essential to the public interest of the Town, and consistent with the public policy of the State of Arizona that legal non-conforming uses, if established, should be eliminated as soon as possible consistent with Constitutional limitations, and further facilitates public use of the Property for the best interests of the citizens of the Town and the public.

**WHEREAS**, the Town has need of a location for a wastewater treatment facility, public works facility, and other public facilities and uses (all of which are public uses), and the Property is necessary for such uses.

**WHEREAS**, the Town anticipates growth consistent with current economic forecasts and needs to secure water for its current and future needs and growth, and the Property includes water rights necessary for the Town's purposes.

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Florence, Arizona as follows:

**Section 1.** The Property is necessary for public use to eliminate a claimed legal non-conforming use, if established; for locating and improving a wastewater treatment facility, along with related facilities, fixtures and improvements, for the operation of a wastewater system; for locating and improving a public works facility, including buildings, yards and related facilities, fixtures and improvements; for securing water and water rights appurtenant to the property for the use of the Town and to support future growth of the Town. Further, it is deemed essential as a matter of public use and necessity, and in the best interests of the citizens of the Town, that the acquisition of the Property, and possession of the Property, by the Town take place as soon as possible.

**Section 2** The Town Manager, Town Staff and Town Attorney are hereby authorized and directed to acquire the Property by purchase, donation, exchange or through the exercise of eminent domain, and to do all acts and to sign all documents and pay all fees, costs and expenses necessary to acquire said Property, including hiring of attorneys, appraisers, and other persons as may be deemed necessary, convenient or desirable.

**Section 3** The acquisition of the Property for the purposes stated is compatible with the greatest public good and the least private injury.

**Section 4** The Town Manager is authorized to execute any documents that may be necessary to carry out the purpose of this Ordinance.

**Section 5** The Town Manager or his designee is hereby appointed by the Town Council as the person responsible for determining “just compensation” for purposes of compliance with state and federal laws and regulations, if applicable, relating to offers to acquire property through the exercise of eminent domain.

**Section 6** Whereas, the provisions of this Ordinance are necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this Ordinance is hereby exempted from the operation of the referendum provisions of the state Constitution, and shall take effect and be in full force and effect from and after its passage by the Council and approval by the Mayor.

**PASSED AND ADOPTED BY** the Town Council of the Town of Florence, Arizona, this 4th day of March, 2013.

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Tom J. Rankin, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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Lisa Garcia, Town Clerk

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James E. Mannato, Town Attorney

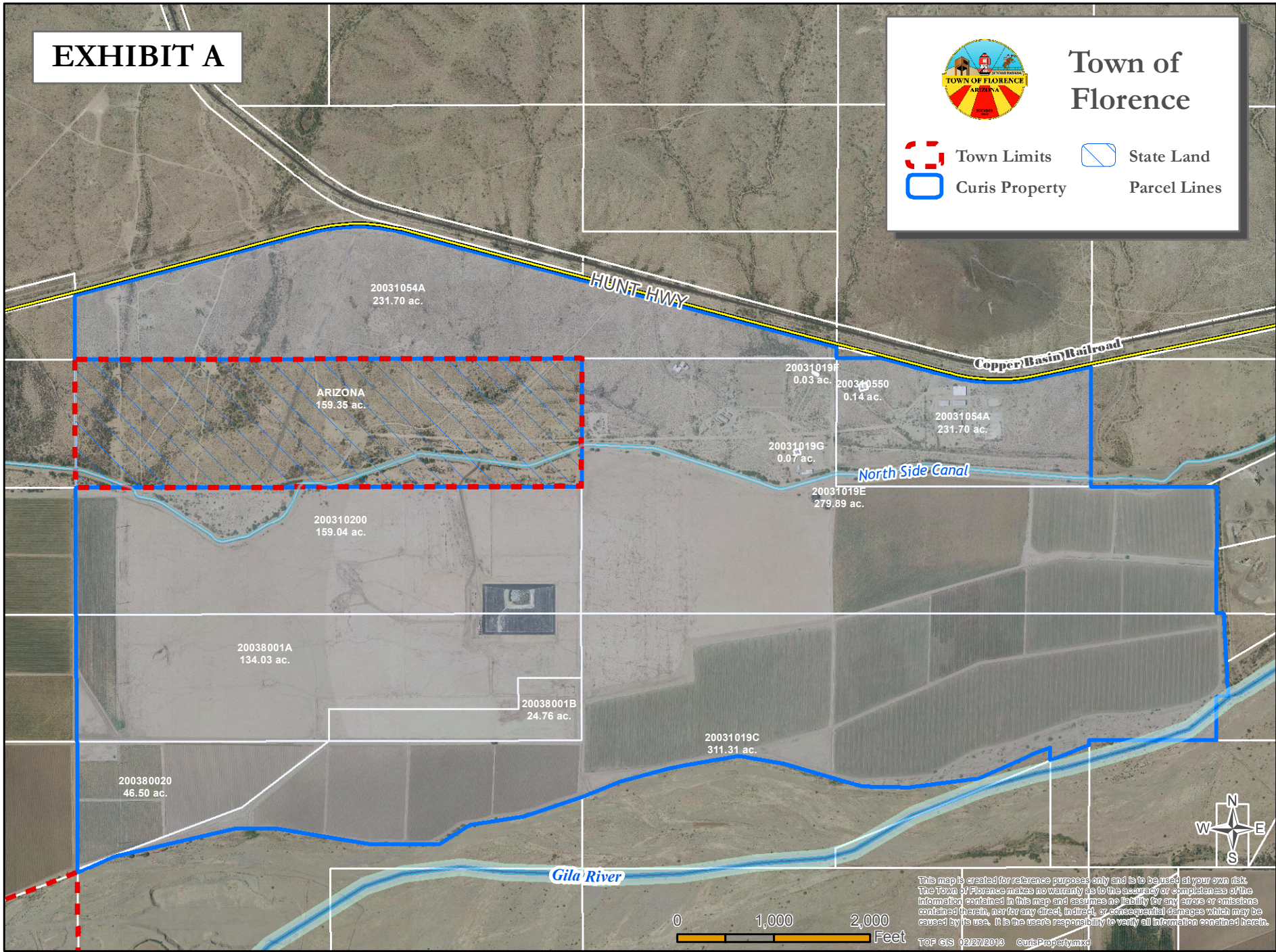


# EXHIBIT A



## Town of Florence

- Town Limits
- State Land
- Curis Property
- Parcel Lines



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