

**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, MAY 6, 2013, AT 6:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

2. ROLL CALL: Mayor Rankin___; Vice-Mayor Smith___;
Councilmembers: Tom Celaya___; Bill Hawkins___;
Ruben Montaña___; Tara Walter___; Vallarie Woolridge___;

3. INVOCATION PERFORMED BY REVEREND STEVE WILLIAMS, FLORENCE FIRST ASSEMBLY OF GOD.

4. PLEDGE OF ALLEGIANCE

5. CALL TO THE PUBLIC

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

6. PUBLIC HEARING AND PRESENTATION

- a. **Public Hearing on** Ordinance No. 595-13: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, TO PROVIDE INCREASES IN NEW RATES AND FEES FOR WATER AND WASTEWATER TREATMENT (First reading on April 15, 2013; this item will appear on the May 20, 2013 Regular Council Meeting for possible action).
- b. **Presentation by** the Community Development Director Mark Eckhoff on proposed annexations to be filed in 2013.

7. 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. ***Adoption of Resolution** No. 1392-13: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, SUPPORTING APPLICATION TO THE GILA RIVER INDIAN COMMUNITY, FOR DISTRIBUTION GAMING REVENUES GRANT IN THE AMOUNT OF \$66,013.
- b. ***Authorization to Award** a Purchase Order to Holbrook Asphalt Company for the not-to-exceed amount of \$63,025.17, to apply HA5 (High Density Mineral Bond) asphalt treatment on existing pavements with a PCI rating of 88 to Units 4 and 6 within Anthem at Merrill Ranch.

8. NEW BUSINESS

- a. **Resolution** **No. 1391-13:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE STATE OF ARIZONA FOR THE CONSTRUCTION OF A TRAFFIC SIGNAL AND RELATED IMPROVEMENTS FOR SR79 AT DIVERSION DAM ROAD IN FLORENCE, ARIZONA.
- b. **Ordinance No. 596-13:** First Reading of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, TO PROVIDE NEW RATES AND FEES FOR SANITATION SERVICES, EFFECTIVE JULY 1, 2013.
- c. **Discussion/Approval/Disapproval** of authorizing the Town Manager to negotiate and enter into a contract or contracts not to exceed a cumulative total of \$300,000, for structural engineering and stabilization plans and building repairs for the Brunenkant building that would allow for the safe occupancy of the building; and support the Town retaining this asset, and authorize the Town Manager to direct staff to market the building for optimal usage.

9. DEPARTMENT REPORTS

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

10. CALL TO THE PUBLIC

11. CALL TO THE COUNCIL

12. ADJOURN TO EXECUTIVE SESSION

For the purpose of discussion of the public body for performance evaluations of the Town Clerk/Deputy Town Manager and the Town Attorney in accordance with A.R.S. §38-431.03 (A)(1).


13. ADJOURN FROM EXECUTIVE SESSION

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 3rd DAY MAY 2013, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, 1000 SOUTH WILLOW STREET, FLORENCE, ARIZONA AND AT WWW.FLORENCEAZ.GOV.

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

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6a.
MEETING DATE: May 6, 2013 DEPARTMENT: Finance STAFF PRESENTER: Becki Guilin, Finance Director SUBJECT: First Reading of Ordinance No. 595-13, An Ordinance to Increase Utility Rates and Fees.	<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input checked="" type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other	

RECOMMENDED MOTION/ACTION:

Adoption of Ordinance No. 595-13: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA TO PROVIDE INCREASES IN NEW RATES AND FEES FOR WATER AND WASTEWATER TREATMENT.

BACKGROUND/DISCUSSION:

At the March 16, 2013 Town Council meeting, a Notice of Intention to increase utility rates and fees was presented to the Town Council.

A Notice of Intention and date of Public Hearing, as per Statute, will be advertised in the April 11, 2013 Florence Reminder, the Notice has also been posted on the Town's website since March 18, 2013, under Public Notice, and a Notice has been included on the April 2013 utility bills.

These annual increases for water, sewer and sanitation rates are also included in this, as set forth in the Utility Rate Study, by Economists.com, adopted by Ordinance No. 510-09. Rates and fees were projected out based upon operational expense, capital outlay and debt service. This study was also re-affirmed with the 2011 Utility Rate Study.

The incremental annual rate and fee increases associated with the 2008-2009 Utility Rate Study are programmed to lessen the impact on the utility users for the next several years, while providing the utilities funding to continue to provide the operational and capital needs of the associated enterprise funds.

Water capital projects total \$23,646,000 and Wastewater \$39,785,000. The portions that are not funded by anticipated grants, impact fees or developer contributions will be the responsibility of the enterprise funds. These costs are based upon the current proposed Capital Improvement Plan. These costs were considered in the Utility Rate Study.

A Public Hearing will be held on May 6, 2013, along with a request for the Town Council to adopt the rates at fees. The adoption of the rates and fees will be on May 20, 2013. Utility rates and fees will become effective July 1, 2013, if this ordinance is adopted by the Town Council.

FINANCIAL IMPACT:

Water 5% increase to rates and base fees
 Sewer 10% increase to rates and base fees

WATER RATES AND FEES

Monthly Volume Charges - Inside Municipality

Existing Rates Customer Category	Effective Date					Units
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016	
Under 10,000 gallons	\$1.45	\$1.52	\$1.59	\$1.67	\$1.76	1,000 gallons
10,000 to 18,700 gallons	\$2.04	\$2.11	\$2.21	\$2.32	\$2.44	1,000 gallons
Over 18,700 gallons	\$3.56	\$3.74	\$3.93	\$4.12	\$4.33	1,000 gallons
Under 1,337 cubic feet	\$1.08	\$1.14	\$1.19	\$1.25	\$1.31	100 cubic feet
1,337 to 2,500 cubic feet	\$1.50	\$1.57	\$1.65	\$1.73	\$1.82	100 cubic feet
Over 2,500 cubic feet	\$2.67	\$2.81	\$2.95	\$3.10	\$3.25	100 cubic feet

Monthly Volume Charges - Outside Municipality

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

Monthly Base Charges - Inside Municipality

Meter Sizes	Effective Date				
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
5/8" - 3/4"	\$20.26	\$21.28	\$22.34	\$23.46	\$24.63
1"	\$33.78	\$35.47	\$37.24	\$39.10	\$41.06
2"	\$135.40	\$141.86	\$148.95	\$156.40	\$164.22
3" Compound	\$216.48	\$226.99	\$238.34	\$250.25	\$262.77
3" Turbine	\$236.44	\$248.26	\$260.68	\$273.71	\$287.39
4" Compound	\$337.76	\$354.65	\$372.39	\$391.01	\$410.56
4" Turbine	\$425.59	\$446.86	\$469.21	\$492.67	\$517.30
6" Compound	\$675.54	\$709.32	\$744.78	\$782.02	\$821.13

6" Turbine	\$945.75	\$993.04	\$1,042.69	\$1,094.82	\$1,149.56
8" Turbine	\$1,621.29	\$1,702.36	\$1,787.47	\$1,876.85	\$1,970.69
10" Turbine	\$2,567.05	\$2,675.40	\$2,830.17	\$2,971.68	\$3,120.27
12" Turbine	\$3,377.70	\$3,546.58	\$3,723.91	\$3,910.11	\$4,105.61

Monthly Base Charges - Outside Municipality

Meter Sizes	Effective Date				
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
5/8" - 3/4"	\$26.34	\$27.66	\$29.04	\$30.49	\$32.02
1"	\$43.90	\$46.10	\$48.40	\$50.82	\$53.37
2"	\$175.64	\$184.42	\$193.64	\$203.33	\$213.49
3" Compound	\$281.03	\$295.08	\$309.83	\$325.32	\$341.59
3" Turbine	\$301.29	\$316.35	\$332.17	\$348.78	\$366.22
4" Compound	\$439.10	\$461.06	\$484.11	\$508.32	\$533.73
4" Turbine	\$526.92	\$553.27	\$580.93	\$609.98	\$640.48
6" Compound	\$878.20	\$922.11	\$968.22	\$1,016.63	\$1,067.46
6" Turbine	\$1,148.41	\$1,205.83	\$1,266.12	\$1,329.43	\$1,395.90
8" Turbine	\$2,107.68	\$2,213.06	\$2,323.71	\$2,439.90	\$2,561.89
10" Turbine	\$3,337.16	\$3,504.02	\$3,679.22	\$3,863.18	\$4,056.34
12" Turbine	\$4,147.81	\$4,355.20	\$4,572.96	\$4,801.60	\$5,041.68

Ordinance No. 510-09

WASTEWATER RATES AND FEES

Monthly Variable Charges per 1,000 Gallons

Customer Category	Effective Date				
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
Residential/Mobile Homes	\$3.59	\$3.95	\$4.35	\$4.57	\$4.79
Commercial	\$3.61	\$3.97	\$4.37	\$4.59	\$4.82
Institutional	\$5.74	\$5.97	\$6.94	\$7.36	\$7.64
Outside Municipality (Residential)	\$3.59	\$3.95	\$4.35	\$4.57	\$4.79

Monthly Variable Charges per 100 Cubic Feet

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

Monthly Base Charges

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

Outside Municipality (Residential)	\$15.33	\$16.87	\$18.55	\$19.48	\$20.45
------------------------------------	--------------------	---------	---------	---------	---------

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

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

PRETREATMENT PROGRAM

Volume Charges per Excess Pound Treated

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

Ordinance No. 510-09

Rate Increase Impact 2013-2014

5/8" or 3/4" Residential Service

	Old Rate	New Rate	Increase
Water			
Water Base Fee	\$20.26	\$21.28	\$1.02
Rate			
Under 10,000 gallons	\$1.45	\$1.52	\$0.07
10,000 to 18,700 gallons	\$2.01	\$2.11	\$0.10
Over 18,700 gallons	\$3.56	\$3.74	\$0.18
Sewer			
Sewer Base Fee	\$15.33	\$16.87	\$1.54
Rate per 1,000 gallons	\$3.59	\$3.95	\$0.36

Residential Sewer Charge based on 75% of water usage
Commercial/Institutional based on 100% of water usage

Increase to monthly bill-Summer Billing

Usage	0	0.00	0.00
Water	\$20.26	\$21.28	\$1.02
Tax	\$1.97	\$2.06	\$0.10
Sewer	\$15.33	\$16.87	\$1.54
	<u>\$37.56</u>	<u>\$40.21</u>	<u>\$2.66</u>
			7.08%

Residential Impact Usage-5,000 gallons

	Old Rate	New Rate	Increase
Water			
Base	20.26	21.28	
Usage-5,000 gallons	7.25	7.60	
Sales Tax @.097%	2.67	2.80	
Sewer			
Base	15.33	16.87	
Usage-3,750 gallons	13.46	14.81	
Total Bill	58.97	63.36	\$4.39

7.45%

Residential Impact			
Usage-15,000 gallons	Old Rate	New Rate	Increase
Water			
Base	\$20.26	\$21.28	
Usage-10,000 gallons	\$14.50	\$15.20	
Usage - 5,000	\$10.05	\$10.55	
Sales Tax .097%	\$2.01	\$2.11	
Sewer			
Base	\$15.33	\$16.87	
Usage-11,250 gallons	\$40.39	\$44.44	
Total Bill	102.54	110.45	\$7.91 7.71%

Residential Impact			
Usage-22,000 gallons	Old Rate	New Rate	Increase
Water			
Base	20.26	21.28	
Usage-10,000 gallons	14.50	15.20	
Usage -8,700 gallons	17.49	18.36	
Usage-3,300	11.75	12.34	
Sales Tax .097%	6.21	6.52	
Sewer			
Base	15.33	16.87	
Usage-16,500 gallons	59.24	65.18	
Total Bill	144.77	155.74	\$10.97 7.58%

Anticipated revenue to the funds are as follows:

This is projected to provide additional water revenue in the amount of \$145,000 and sewer revenues of \$303,000.

STAFF RECOMMENDATION:

Adopt Ordinance No. 595-13, to increase utility rates and fees.

ATTACHMENTS:

- Ordinance No. 595-13
- Public Notice
- Calendar of Events

ORDINANCE NO. 595-13

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, TO PROVIDE INCREASES IN NEW RATES AND FEES FOR WATER AND WASTEWATER TREATMENT.

WHEREAS, it has been brought to the attention of the Council of the Town of Florence that the current fee structure for users of the municipal water and wastewater services requires modification to provide for the equitable distribution of the cost of operating the systems; and

WHEREAS, the Town Council commissioned a utility rate study and the results of said study indicated that the current fees and charges are not adequate for the financial well being of the Water and Wastewater systems.

NOW, THEREFORE, BE IT ORDAINED that the Fee Schedule of the Town of Florence is hereby amended to read in conformity with the attached schedules, each of which is attached hereto and incorporated herein as follows;

WATER RATES AND FEES

Monthly Volume Charges - Inside Municipality

Existing Rates	Effective Date					Units
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016	
Customer Category						
Under 10,000 gallons	\$1.45	\$1.52	\$1.59	\$1.67	\$1.76	1,000 gallons
10,000 to 18,700 gallons	\$2.04	\$2.11	\$2.21	\$2.32	\$2.44	1,000 gallons
Over 18,700 gallons	\$3.56	\$3.74	\$3.93	\$4.12	\$4.33	1,000 gallons
Under 1,337 cubic feet	\$1.08	\$1.14	\$1.19	\$1.25	\$1.31	100 cubic feet
1,337 to 2,500 cubic feet	\$1.50	\$1.57	\$1.65	\$1.73	\$1.82	100 cubic feet
Over 2,500 cubic feet	\$2.67	\$2.81	\$2.95	\$3.10	\$3.25	100 cubic feet

Monthly Volume Charges - Outside Municipality

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

Monthly Base Charges - Inside Municipality

Meter Sizes	Effective Date				
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
5/8" - 3/4"	\$20.26	\$21.28	\$22.34	\$23.46	\$24.63
1"	\$33.78	\$35.47	\$37.24	\$39.10	\$41.06
2"	\$135.40	\$141.86	\$148.95	\$156.40	\$164.22
3" Compound	\$216.18	\$226.99	\$238.34	\$250.25	\$262.77

3" Turbine	\$236.44	\$248.26	\$260.68	\$273.71	\$287.39
4" Compound	\$337.76	\$354.65	\$372.39	\$391.01	\$410.56
4" Turbine	\$425.59	\$446.86	\$469.21	\$492.67	\$517.30
6" Compound	\$675.54	\$709.32	\$744.78	\$782.02	\$821.13
6" Turbine	\$945.75	\$993.04	\$1,042.69	\$1,094.82	\$1,149.56
8" Turbine	\$1,621.29	\$1,702.36	\$1,787.47	\$1,876.85	\$1,970.69
10" Turbine	\$2,567.05	\$2,675.40	\$2,830.17	\$2,971.68	\$3,120.27
12" Turbine	\$3,377.70	\$3,546.58	\$3,723.91	\$3,910.11	\$4,105.61

Monthly Base Charges - Outside Municipality

Meter Sizes	Effective Date				
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
5/8" - 3/4"	\$26.34	\$27.66	\$29.04	\$30.49	\$32.02
1"	\$43.90	\$46.10	\$48.40	\$50.82	\$53.37
2"	\$175.64	\$184.42	\$193.64	\$203.33	\$213.49
3" Compound	\$281.03	\$295.08	\$309.83	\$325.32	\$341.59
3" Turbine	\$301.29	\$316.35	\$332.17	\$348.78	\$366.22
4" Compound	\$439.10	\$461.06	\$484.11	\$508.32	\$533.73
4" Turbine	\$526.92	\$553.27	\$580.93	\$609.98	\$640.48
6" Compound	\$878.20	\$922.11	\$968.22	\$1,016.63	\$1,067.46
6" Turbine	\$1,148.41	\$1,205.83	\$1,266.12	\$1,329.43	\$1,395.90
8" Turbine	\$2,107.68	\$2,213.06	\$2,323.71	\$2,439.90	\$2,561.89
10" Turbine	\$3,337.16	\$3,504.02	\$3,679.22	\$3,863.18	\$4,056.34
12" Turbine	\$4,147.81	\$4,355.20	\$4,572.96	\$4,801.60	\$5,041.68

Ordinance No. 510-09

WASTEWATER RATES AND FEES

Monthly Variable Charges per 1,000 Gallons

Customer Category	Effective Date				
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
Residential/Mobile Homes	\$3.59	\$3.95	\$4.35	\$4.57	\$4.79
Commercial	\$3.61	\$3.97	\$4.37	\$4.59	\$4.82
Institutional	\$5.74	\$5.97	\$6.94	\$7.36	\$7.64
Outside Municipality (Residential)	\$3.59	\$3.95	\$4.35	\$4.57	\$4.79

Monthly Variable Charges per 100 Cubic Feet

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

Monthly Base Charges

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

Outside Municipality (Residential)	\$15.33	\$16.87	\$18.55	\$19.48	\$20.45
------------------------------------	--------------------	----------------	---------	---------	---------

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

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

PRETREATMENT PROGRAM

Volume Charges per Excess Pound Treated

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

Ordinance No. 510-09

BE IT FURTHER ORDAINED, that the Fee Schedules for Water Rates and Fees, and Wastewater Rates and Fees, shall be effective July 1, 2013, and shall continue thereafter in full force and effect until further action of the Council.

PASSED and **ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this 20th day of May, 2013.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney



Notice of Intention to Increase Water, Wastewater, and Solid Waste Rates

Notice is hereby given that on May 6, 2013, the Town Council of the Town of Florence, Arizona, will hold a public hearing to receive public input concerning a proposal to increase water, wastewater and solid waste rates and fees. A written report, prepared by Economists.com, in support of the proposed rates is on file in the office of the Town Clerk and is available for public inspection.

Public Hearing shall be held at 775 N. Main Street, Florence AZ 85132, in the Town Council Chambers at 6:00 P.M.

***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 ACCOMODATION. ***


Legal Ad (Surrounded by border)
1/8 page

Publish: April 11, 2013

**2013 Utility Rate Increase
Calendar of Events**

Date	Event
March 18, 2013	Notice of Intention to Increase Utility Rates and Fees Post on website-Must post 60 days in advance of approval or disapproval by the governing body
March 18, 2013	Declare Town Council Intention to Increase Utility Rates and set a date for a Public Hearing-ARS §9-499.15
April 1, 2013	Notification by utility mailer to all customers-Notice of Public Hearing
April 5, 2013	Notice of Intention to Newspaper
April 11, 2013	Publish Notice of Intention to Increase Utility Rates and date of Public Hearing A copy of the notice of intention showing the date, time and place of the hearing shall be published one time in a newspaper of general circulation within the boundaries of the Municipality not less than twenty days before the public hearing date. Post on Town Website.
April 15, 2013	First Reading of Ordinance
May 6, 2013	Second Reading of Ordinance Hold Public Hearing After holding the public hearing, the council may adopt, by ordinance or resolution, the proposed rate component, fee or service charge increase or any lesser increase.
May 20, 2013	Adopt Ordinance for Rate Increases Rates and fees become effective thirty days after adoption of the ordinance or resolution.
June 1, 2013	Notice on utility bills that rates will increase effective 7/1/2013.
July 1, 2013	Rates become effective

Authority: Arizona State Revised Statutes 9-511.01 Water and wastewater business

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6b.
MEETING DATE: May 6, 2013 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Proposed Annexations		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

This is a presentation item only and no motion or action is required at this time.

BACKGROUND/DISCUSSION:

Following the direction of the Mayor and Town Council provided at the strategic planning session, and per the direction of the Town Manager, staff has been looking at potential annexation opportunities as a means of expediting population growth, increasing economic development activities and protecting our long-term fiscal sustainability. Staff began the annexation research process with an analysis of over a dozen potential annexation scenarios and the formation of a staff annexation team, consisting of department managers. The team reviewed opportunities for annexing undeveloped lands and developed lands. When looking at each potential annexation, the team had in-depth discussions about the financial impact (costs and benefits) of each annexation, which is generally the broader umbrella over an analysis of: current conditions, public support, population counts, growth projections, infrastructure assessments, service delivery considerations, existing entitlements, General Plan consistency, etc.

The aforementioned in-depth process resulted in the team recommendation to support two major annexations:

1. Proposed Annexation 2013-01: Magic Ranch Annexation
2. Proposed Annexation 2013-02: Arizona Farms Annexation

There are additional areas that the team researched that may be suitable for annexation at a later date, but these two proposed annexations offer the greatest overall benefits to the Town and an immediate advantage of population growth, an abundance of development ready subdivision lots and additional strategic frontage on Hunt Highway and Arizona Farms Road. Assessed valuations in these areas are also greater than in the raw land areas considered for annexation. These areas, which already have a

Florence zip code, are within our projected growth areas within our General Plan and inevitably would need to be annexed into Florence or potentially into the future San Tan Valley incorporated area in order to obtain the level of services expected for suburbanizing development. Furthermore, staff and elected officials have previously spoken to residents in these areas about annexation and the reception has always been positive.

The following provides some additional select details on these annexation areas:

1. Magic Ranch Annexation:

Includes the Lookout Mountain II annexation area authorized by the State Land Department.

Includes the former Barclay annexation area, which includes a planned Fry's grocery store, mini-storage and other improvements.

Includes developed and undeveloped residential lots within the expansive Magic Ranch community.

Includes other residential lots, Christ the Victor Church and miscellaneous businesses.

Includes Johnson Utilities wastewater plants, wells and other infrastructure.

Area of this annexation is 2,571 acres or 4.02 square miles.

2010 Census Population: 3,748

2. Arizona Farms Annexation:

Includes land that should benefit from the future ADOT N-S Corridor.

Includes developed and undeveloped residential lots within the Crestfield Manor and Wildhorse Estates communities.

Includes undeveloped land with significant commercial and employment potential.

Area of this annexation is 1,171 acres or 1.89 square miles.

2010 Census Population: 519

Work is being done on these proposed annexations daily and all departments are preparing for the possibility of these annexations being completed. There, however, are several steps that must be taken in order to move ahead.

The team is planning for neighborhood meetings to discuss these annexations on May 14th (Magic Ranch Annexation) and May 16th (Arizona Farms Annexation). The team will be prepared to provide an overview of each annexation and address questions that are presented to the team. Staff recommends that elected officials are present to introduce themselves and address questions that may come up about representation, community vision and the local political process. The meetings, which are not public hearings, will start at 6pm and they will both be held at the Christ the Victor Church on Arizona Farms Road (the former 84 Lumber site). More information on these meetings is forthcoming.

The intent now is to proceed with filing these annexations and starting the official process for each annexation in June. Legal descriptions have been prepared and courtesy reviews completed by the County, but the process of collecting data from applicable governmental entities on annexations of this size might result in a slightly delayed filing. Soon after the filings, a public hearing will be required for each proposed annexation. Soon thereafter, staff can commence the process of collecting signed annexation petitions and the ongoing monitoring of owner and valuation data. Many concurrent processes will be happening related to infrastructure and service issues, as well as zoning and development agreement negotiations for some of the larger undeveloped land holdings. It could take up to a year to complete this process, which would culminate in several actions items, resolutions and ordinances being presented to the Mayor and Town Council for final approvals.

These are very large annexations with many moving parts, but the team is optimistic about our success with these annexations. Fortunately, we already have many residents, landowners and stakeholders supporting our efforts and that will greatly facilitate the process.

FINANCIAL IMPACT:

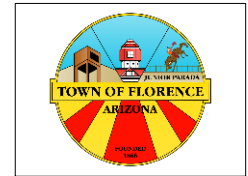
The financial impact of these proposed annexations is under review and will be presented to the Mayor and Town Council at a later date.

RECOMMENDATION:

This is a presentation item only and no motion or action is required at this time.



ATTACHMENTS:

Annexation maps

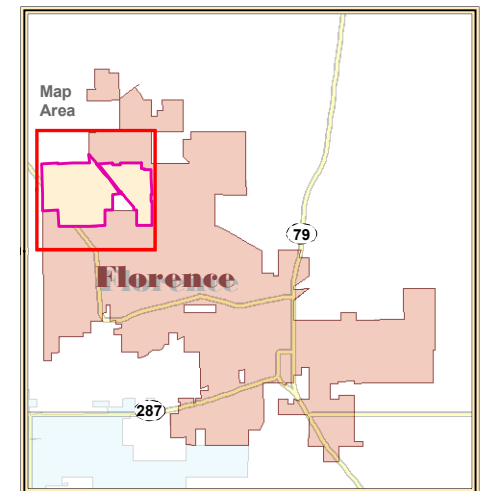


Annexations

Magic Ranch 2013-01 Arizona Farms 2013-02

-  Proposed Annexation
-  Town of Florence

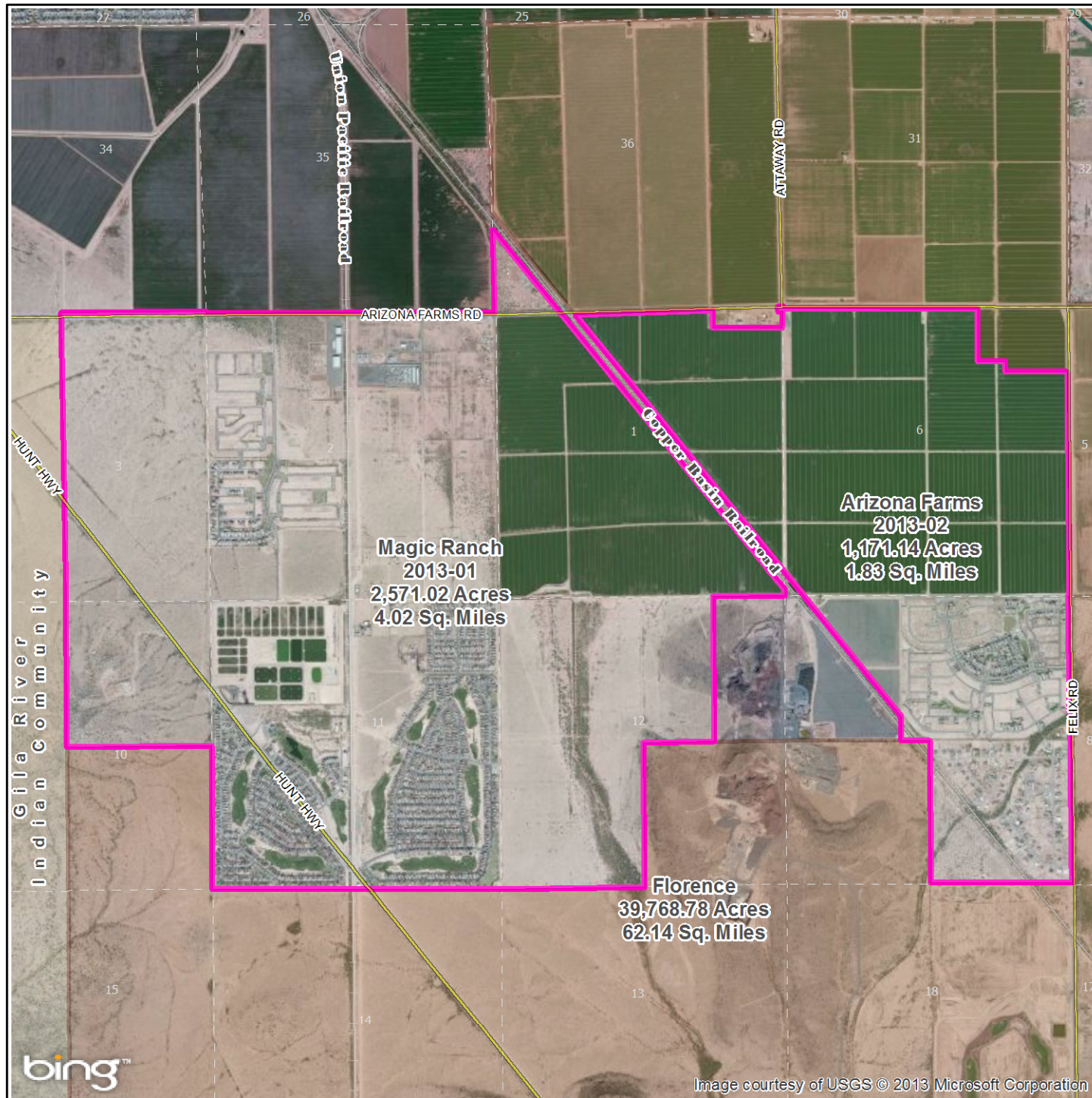
Both the annexations would increase the area of the Town of Florence to 67.99 square miles.



0 0.25 0.5 Miles

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



TOF GIS 04/12/2013 AnnexationMagicRanchAZFarmsAerial.mxd

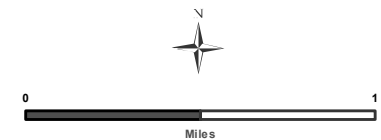
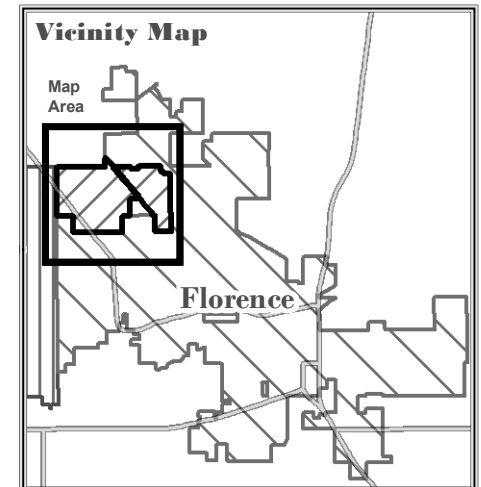


Proposed Magic Ranch and Arizona Farms Annexations

Proposed Areas: 3,742 Acres
Current Town Area: 39,769 Acres

Total After Annexations: 43,511 Acres

-  Proposed Annexation
-  Town of Florence



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





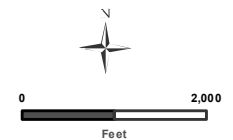
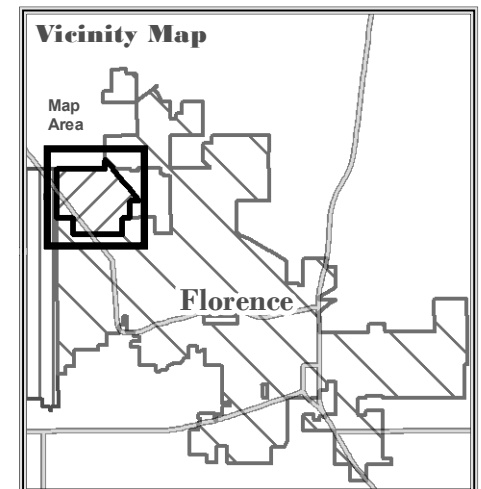
Exhibit B

Map of Magic Ranch Annexation

2013-01

Annexation Area: 2,571 Acres

-  Proposed Annexation
-  Town of Florence



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

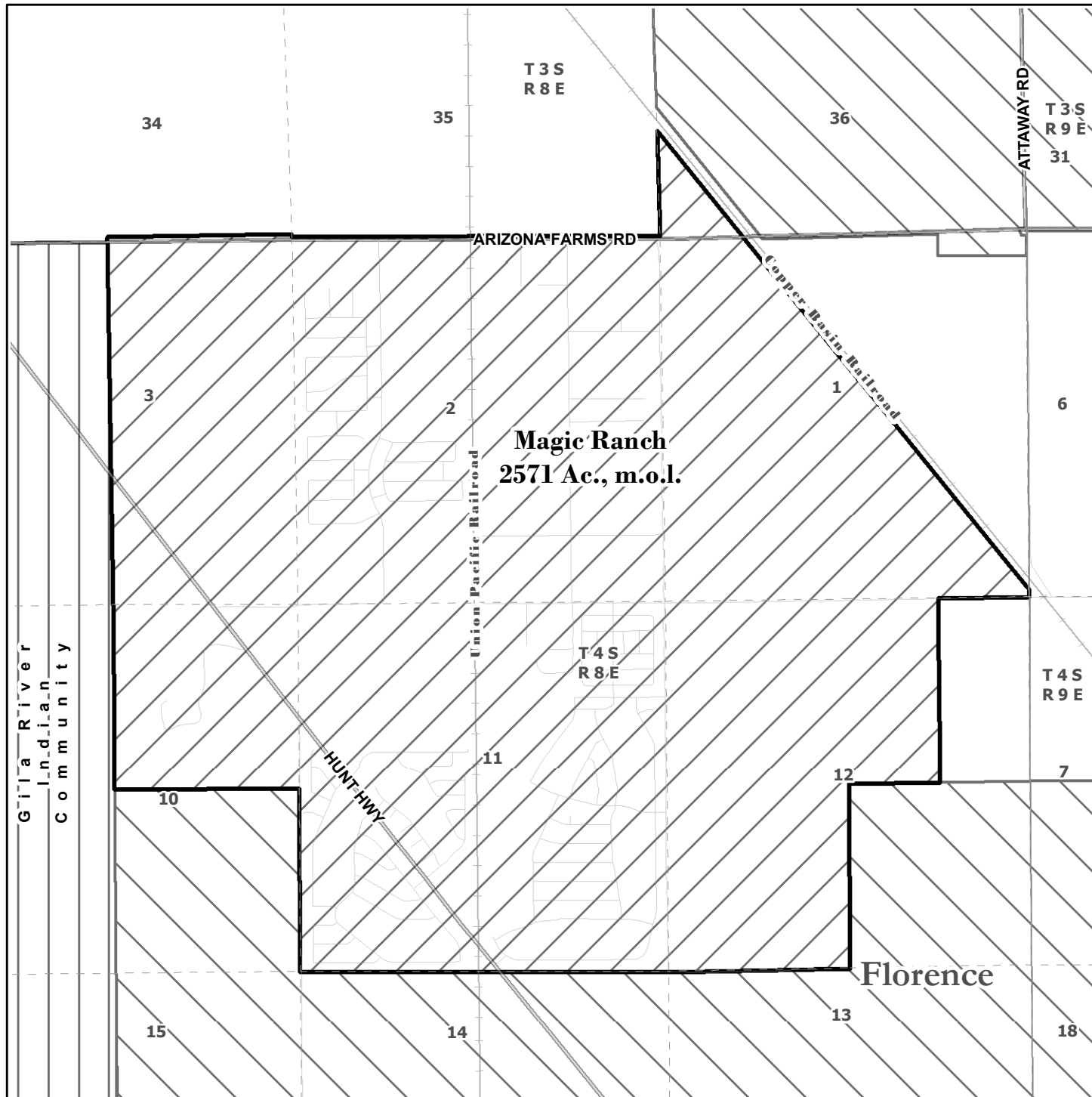




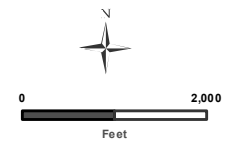
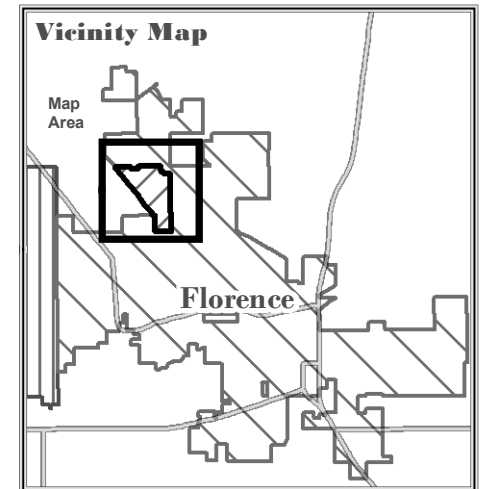
Exhibit B

Map of Arizona Farms Annexation

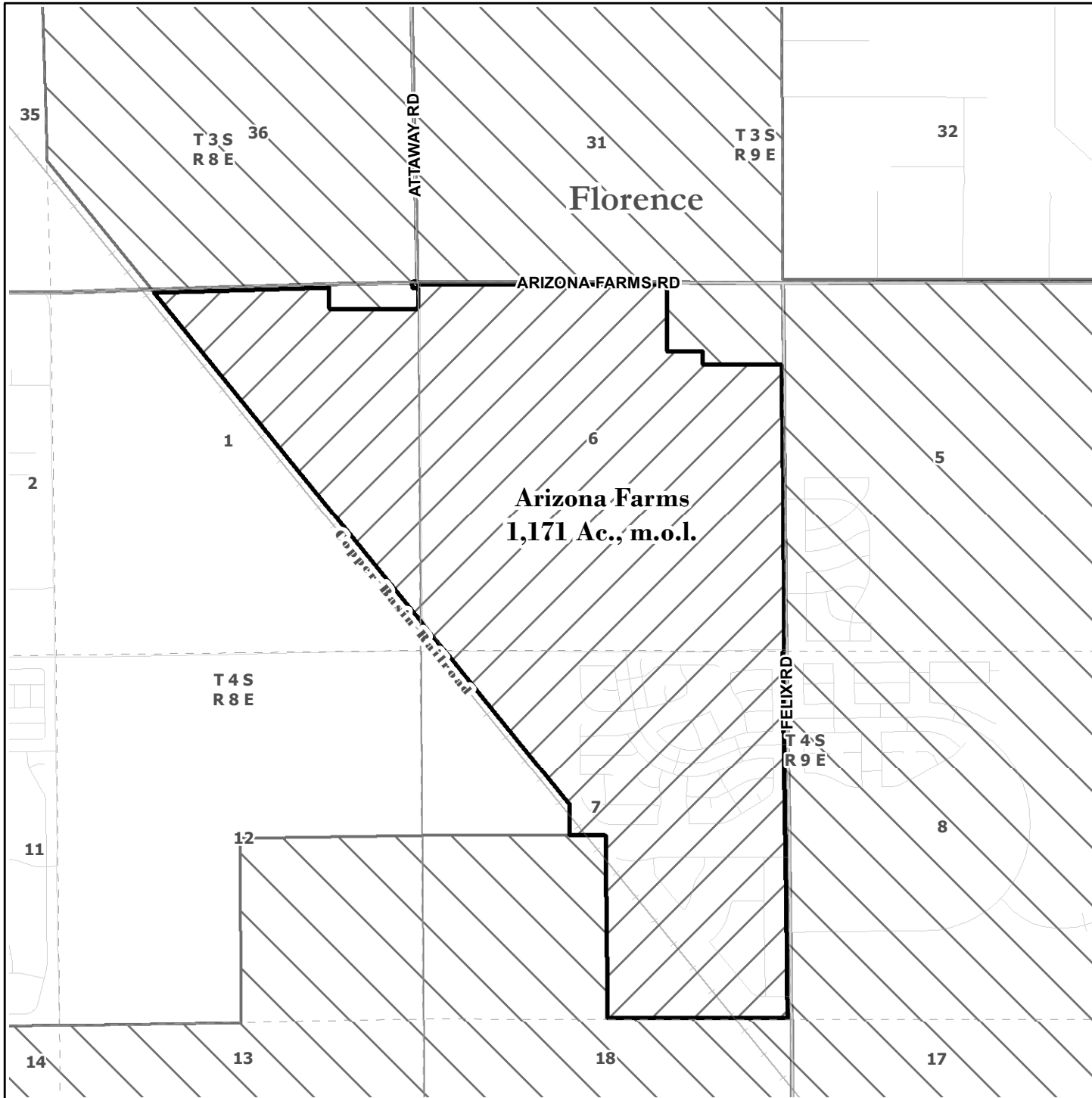
2013-02


Annexation Area: 1,171 Acres

-  Proposed Annexation
-  Town of Florence



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



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7a.
MEETING DATE: May 6, 2013 DEPARTMENT: Fire Department/Finance Department STAFF PRESENTER: Ernest Feliz, Spec. Dist. Mgr. SUBJECT: Adopt Resolution No. 1392-13: Request to submit grant application To Gila River Indian Community 12% Gaming Grant Program for equipment for additional dispatch position to respond to public safety emergencies.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1392-13, to approve application and resolution by the Town of Florence for Gila River Indian Community 12% Gaming Grant Program funds.

BACKGROUND/DISCUSSION:

Town staff seeks approval to submit an application to purchase equipment for a third dispatch station to respond to public safety emergencies. The amount requested is \$66,012.91.

Each year, the Gila River Indian Community, like all tribes in Arizona that engage in gaming, has a requirement to meet the State's Proposition 202 Gaming Laws. These requirements stipulate that 12% of their revenue sharing proceeds must be earmarked either to local governments in Arizona or in the form of a deposit to the State of Arizona's Commerce and Economic Development Commissions Local Community Fund. Again this year, the Gila River Indian Community has elected to contribute directly to local governments through a grants program.

FINANCIAL IMPACT:

There are no direct costs associated with this grant. There will only be minor indirect costs related to the payment of invoices and processing of reimbursement requests.

STAFF RECOMMENDATION:

Staff recommends that the Town Council adopt Resolution No. 1392-13.

ATTACHMENTS:

Resolution No. 1392-13
Application Cover Page
Funding Announcement
Grant Request Checklist
Price Quote

TOWN OF FLORENCE

RESOLUTION NO. 1392-13

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA,
SUPPORTING APPLICATION TO THE GILA RIVER INDIAN COMMUNITY.**

WHEREAS, the Gila River Indian Community is accepting applications for the distribution of gaming revenues through their State Shared Revenue Program; and

WHEREAS, the Town of Florence has an immediate need to purchase and install equipment for an additional dispatch station to address critical emergency response needs; and

WHEREAS, the Town of Florence has been approved by the state to add an additional position in its dispatch center; and

WHEREAS, the citizens of the Town of Florence will realize the benefit of this equipment because it will greatly improve responses for emergency assistance.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Town of Florence:

1. Supports the application to the Gila River Indian Community for Shared Revenue Funds; and
2. Will apply for a Gila River Indian Community Grant in the amount of \$66,012.91

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, on this 6th day of May, 2013.

Tom Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James 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. _____ is a true, correct and accurate copy as passed and adopted at a regular meeting of the Florence Town Council, held on the 6th day of May, 2013 at which a quorum was present and voted in favor of said Resolution No. _____.

Lisa Garcia, Town Clerk



Gila River Indian Community Grant Application

Municipality Information

Date of Application: May 7, 2013

Name of City, Town or County: Town of Florence

Mayor or Board of Supervisor's Chairman: Tom J. Rankin, Mayor

Mailing Address: P.O. Box 2670

City: Florence State: AZ Zip Code: 85132

Department/Non-Profit Information

Department or Organization Name: Town of Florence Fire Department

Mailing Address: P.O. Box 2670 City: Florence State: AZ Zip Code: 85132

Contact Person*: Ernest Feliz/Mike Duran Title: Special Districts Manager/Fire Chief

Phone Number: 520 868-8300/520 868-7607 E-mail Address:

ernie.feliz@florenceaz.gov/mike.duran@florenceaz.gov

*The individual listed here will be our direct point of contact for grant-related questions or requests for information. Duplicates of all grant correspondence will be sent to the contact person.

Grant Information

Program or Project Name: Equipment for 3rd Dispatch Position

Purpose of Grant: To provide equipment to create an additional emergency response dispatch position for the Town of Florence

Beginning and ending dates of Program or Project: 10/1/2013 to 9/30/2014

Amount Requested: \$66,012.91

Total Project Cost: \$66,012.91

Multi-year Request – If checked, # of years requested: Amount/year:

Priority Funding Area:

Economic Development Education Healthcare Public Safety Transportation

Geographic Area Served:

Signature:

Mayor OR Chairman BOS: _____ Date: _____

Typed Name and Title: **Tom J. Rankin, Mayor**

[Home](#)[News](#)
Gila River Indian News[Government](#)
Our Three Branches[Departments](#)
Tribal Departments[About Tribe](#)
Community Profile[Enterprises](#)
Our Portfolio[Elsewhere](#)[Employee Mail](#)

Office of Special Funding Menu

[Overview](#) | [Recent Awards](#) | [How to File](#) | [Project Updates](#) | [FAQs](#) | [Proposal Review Process](#)

Office of Special Funding

State Shared Revenue Program

The passage of Proposition 202 by the voters of Arizona in November 2002 set the stage for new gaming compacts between the State and the respective tribes. An important provision of Proposition 202 was the sharing of gaming revenues with the State. A portion of the revenue to be shared can be retained by an Indian tribe and distributed itself. Proposition 202 allows an Indian tribe to make twelve percent (12%) of its total annual contribution in the following form: "Distributions to cities, towns, or counties for government services that benefit the general public, including public safety, mitigation of the impacts of gaming, or promotion of commerce and economic development."

The Gila River Indian Community (the "Community") has decided to exercise its option to retain and administer the 12 percent of State-shared revenue itself. The Community Council has adopted guidelines and procedures for this new program. Highlights of the program follow.

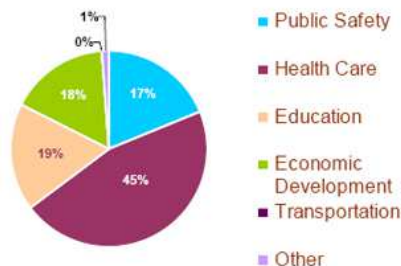
Geographic Scope

The Community's policy is to generally limit the distributions to nearby cities, towns, and counties (i.e., Maricopa and Pinal Counties, Phoenix, Avondale, Coolidge, Casa Grande, Chandler, Gilbert, Queen Creek, Mesa, and Tempe) but retain some flexibility to consider more distant but special situations.

Priority Funding Areas

The priority areas that the Community will initially concentrate funding on are:

- + Public Safety (police, fire, EMS)
- + Transportation
- + Health Care Services
- + Economic Development
- + Education



SSR GRANT AWARDS BY CATEGORY
FY2010

In addition to these Priority Areas, the Community reserves the right to utilize its discretion in funding special programs and projects not included in the above listing, for example, the Community could also invite a particular city, town, or county to submit an application for a mutually negotiated project.

How to File

Review Dates & Deadlines

Grant applications are reviewed one or more times a year dependent on available funding. There is a STRICT deadline which serves as the cut-off date for the current grant cycle. Applications received after this date will be held until the next scheduled grant review.

The next grant application deadline will be June 7, 2013. (Postmarks on or before this date will be observed as on time.) Grant awards will be announced in October 2013.

[click here for more information](#)

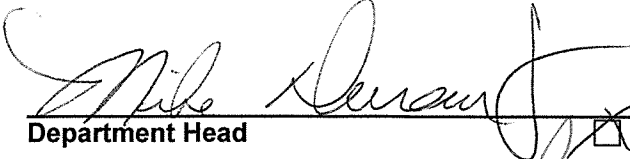
GRIC Grants Contact

Name: Cheryl Pablo, Program Administrator
Address: P.O. Box 2172, Sacaton, AZ 85147
Phone Number: (520) 562-9698 ext. 258 or 259
E-Mail: cheryl.pablo@gric.nsn.us


GRANT REQUEST CHECKLIST

Source of Grant: Gila River Gaming grant (attach a copy of announcement)		
Funding Contact & Phone# (if known):		
Application Deadline: June 7, 2013		
Tentative Project Title: dispatch station grant project		
<u>ATTACHMENTS</u>	1) <u>Project Planning Worksheet</u> attached?	Yes <input type="checkbox"/> No <input type="checkbox"/>
	2) <u>List of Acronyms or Technical Terms</u> attached?	Yes <input type="checkbox"/> No <input type="checkbox"/>
	3) <u>Proposed Budget Detail Worksheet</u> attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<u>FINANCIALS</u>		
1) Cost of the Project: \$ <u>66,012.91</u>	2) Amount of Grant Request: \$ <u>66,012.91</u>	
3) Are Matching Funds Required?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Amount and/or Value of Match:	Cash _____	In Kind _____
5) Is the Project Budgeted?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
6) Source of Matching Funds: _____ (Obtain from Finance Director)		


Department Submitting: FIRE


 Department Head Approved Declined

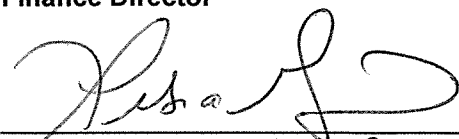
4/25/2013
 Date


 Grants Coordinator (For Administrative Completeness Only) Approved

4/25/13
 Date


 Finance Director Approved Declined

4/25/13
 Date


 Town Manager Approved Declined
 Charles A. Montoya, Town Manager

4/26/13
 Date

Customer: Florence PD
 Quote #: 50963299
 Project Name: Florence PD upgrade 4 25 13
 Created On: 26 Apr 2013
 Expiration Date: 26 May 2013
 Account Manager: Bob Bobbett



BUDGETARY PRICING

Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term
Florence PD\Viper Hardware					
912801/U	CAMA Interface Module (CIM)	\$0.00	2	\$0.00	
912802	Primary VIPER Application Server Upgrade	\$0.00	1	\$0.00	
912803/U	Primary VIPER SoftSwitch	\$0.00	1	\$0.00	
912811/U	Application Server Access License	\$0.00	3	\$0.00	
912812/U	PBX Access License - Per Workstation	\$0.00	2	\$0.00	
912814/U	Admin Interface Module (AIM)	\$0.00	2	\$0.00	
912822/U	Secondary VIPER Application Server	\$0.00	1	\$0.00	
912823	Secondary VIPER SoftSwitch	\$0.00	1	\$0.00	
912890/BB	VIPER Media Kit Prebuilt Building Block	\$0.00	1	\$0.00	
913850/S	VIPER Enabling Kit-SONIC	\$2,452.77	2	\$4,905.54	
SHIPPING & HANDLING	SHIPPING & HANDLING	\$80.60	1	\$80.60	
				Florence PD\Viper Hardware	\$4,986.14
Florence PD\Power 911 Software					
913100/U	Power 911 Client Access License	\$0.00	2	\$0.00	
913202/U	Power 911 Server Access License	\$0.00	2	\$0.00	
919100/CD	Power Map Standard Media and Documentation	\$0.00	1	\$0.00	
919100/U	Power Map Standard License	\$0.00	2	\$0.00	
				Florence PD\Power 911 Software	\$0.00
Florence PD\Power MIS Software					
920100/CD	Power MIS Media & Documentation	\$0.00	1	\$0.00	
920100/U	Power MIS Server Software License	\$0.00	1	\$0.00	
920101/U	Power MIS Concurrent Client Access License	\$0.00	1	\$0.00	
920102/U	Power MIS Data License	\$0.00	2	\$0.00	
				Florence PD\Power MIS Software	\$0.00
Florence PD\IWS Hardware					
924141/3	Power 911 Database Server- IWS Server-Win-2008 migration Package	\$0.00	1	\$0.00	
924141/3	Power MIS Database Server- IWS Server-Win-2008 migration Package	\$0.00	1	\$0.00	
924143/1	IWS Elite 8000-Windows 7 migration package	\$0.00	2	\$0.00	
				Florence PD\IWS Hardware	\$0.00
Florence PD\Installation\Project Management					
ICB	CenturyLink Project Management	\$125.00	25	\$3,125.00	
				Florence PD\Installation\Project Management	\$3,125.00
Florence PD\Installation\Intrado Pro Services					
950104	Professional Services -Price Per Day	\$1,754.99	3	\$5,264.97	
960575	Installation - Living Expense Per Day	\$233.99	5	\$1,169.95	
960580	Installation - Travel Fee	\$1,462.50	1	\$1,462.50	
				Florence PD\Installation\Intrado Pro Services	\$7,897.42
Florence PD\Installation\CTL Installation Services					
QINTR-POSITRON VIPER	Q-MGD-INTEGRATION-POSITRON VIPER SG-1 ZN-6	\$13,400.00	1	\$13,400.00	
				Florence PD\Installation\CTL Installation Services	\$13,400.00
Florence PD\Installation\Training					
960575	Training - Living Expense Per Day	\$233.99	5	\$1,169.95	
960580	Training - Travel Fee	\$1,462.50	1	\$1,462.50	
960801	Power 911 Administrator End User Training- Price Per Day	\$1,754.99	2	\$3,509.98	
960801	Power 911 Call Taker Training- Price Per Day	\$1,754.99	1	\$1,754.99	
				Florence PD\Installation\Training	\$7,897.42
Florence PD\Intrado Support Services					
950510/TC	Basic Tech Care	\$2,373.11	1	\$2,373.11	
				Florence PD\Intrado Support Services	\$2,373.11
Florence PD\Misc Materials					
QBOM INSTALL MATERIAL	Misc. Materials	\$1,506.02	1	\$1,506.02	
				Florence PD\Misc Materials	\$1,506.02
Florence PD\3rd Position\Viper Hardware					
912811	Application Server Access License	\$720.72	1	\$720.72	
912812	PBX Access License - Per Workstation	\$466.82	1	\$466.82	
913850/S	VIPER Enabling Kit-SONIC	\$2,452.77	1	\$2,452.77	
SHIPPING & HANDLING	SHIPPING & HANDLING	\$60.64	1	\$60.64	
				Florence PD\3rd Position\Viper Hardware	\$3,700.95
Florence PD\3rd Position\Power 911 Software					
913100	Power 911 Client Access License	\$7,250.37	1	\$7,250.37	
913152	Power 911 Add-On Recorder for Radio	\$435.24	1	\$435.24	
913202	Power 911 Server Access License	\$1,447.17	1	\$1,447.17	
SHIPPING & HANDLING	SHIPPING & HANDLING	\$156.12	1	\$156.12	
				Florence PD\3rd Position\Power 911 Software	\$9,288.90
Florence PD\3rd Position\Power Map Software					
100P000208-001	M-Series Dual Video Card	\$518.29	1	\$518.29	
919100	Power MAP Standard License	\$3,229.48	1	\$3,229.48	
SHIPPING & HANDLING	SHIPPING & HANDLING	\$64.06	1	\$64.06	
				Florence PD\3rd Position\Power Map Software	\$3,811.83
Florence PD\3rd Position\Power MIS					
920102	Power MIS Data License	\$614.41	1	\$614.41	
SHIPPING & HANDLING	SHIPPING & HANDLING	\$10.50	1	\$10.50	
				Florence PD\3rd Position\Power MIS	\$624.91
Florence PD\3rd Position\Power IWS Hardware					
914102/BB	IWS Workstation Prebuilt Building Block	\$1,951.61	1	\$1,951.61	
914600/4	IWS External Programmable Keypad Model 682	\$349.84	1	\$349.84	

E10158	LCD Display-TFT-WLED-20"-widescreen	\$317.07	2	\$634.14
Q914410	ISW Workstation UPS	\$865.82	1	\$865.82
SHIPPING & HANDLING	SHIPPING & HANDLING	\$75.82	1	\$75.82
			Florence PD\3rd Position\Power IWS Hardware	\$3,877.23
Florence PD\3rd Position\Staging				
950851	IWS Staging-Each additional position	\$292.50	1	\$292.50
950857	Backroom Staging each additional position	\$292.50	1	\$292.50
SHIPPING & HANDLING	SHIPPING & HANDLING	\$10.00	1	\$10.00
			Florence PD\3rd Position\Staging	\$595.00
Florence PD\3rd Position\Basic Tech Care				
950510/TC	Basic TechCare	\$428.58	1	\$428.58
SHIPPING & HANDLING	SHIPPING & HANDLING	\$7.33	1	\$7.33
			Florence PD\3rd Position\Basic Tech Care	\$435.91
Florence PD\3rd Position\Critical Spares				
913850/S	VIPER Enabling Kit-SONIC	\$2,452.77	1	\$2,452.77
SHIPPING & HANDLING	SHIPPING & HANDLING	\$40.30	1	\$40.30
			Florence PD\3rd Position\Critical Spares	\$2,493.07

Materials	\$30,814.59
Implementation	\$32,319.84
Support Services	\$2,373.11
Shipping and Handling	\$505.37
Grand Total Price to Customer	\$66,012.91

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

Customer Representative: _____ CenturyLink Representative: _____

Customer Signature: _____ CenturyLink Signature: _____

Job Title: _____ Job Title: _____

Date: _____ Date: _____



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 7b.

MEETING DATE: May 6, 2013

DEPARTMENT: Public Works

STAFF PRESENTER: Wayne J. Costa,
Public Works Director/Town Engineer

SUBJECT: Asphalt Preservation in Units 4 and 6 within
Anthem at Merrill Ranch

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

RECOMMENDED MOTION/ACTION:

Awarding a Purchase Order to Holbrook Asphalt Company, for the not-to-exceed amount of \$63,025.17, to apply HA5 (High Density Mineral Bond) asphalt treatment on existing pavements with a PCI rating of 88 to Units 4 and 6 within Anthem at Merrill Ranch.

BACKGROUND/DISCUSSION:

The paved streets in Unit 4 and Unit 6 have been in place approximately 7 years. Residential streets deteriorate principally because of UV damage to and degradation of the asphalt in the pavement. Studies have shown that preservation treatments applied before the pavement starts raveling (losing aggregates) can be made to last longer at a lower cost than applying other surface treatments at a later stage of deterioration. HA5 is an excellent pavement preservation treatment and with high public approval when compared to slurry seals or chip seals. For more information, see the attached HA5 literature. Public Works personnel have inspected an HA5 application by Holbrook Asphalt, in Oro Valley, that has been in place for a year and a half and were impressed with its performance and appearance.

The City of El Mirage has an agreement that includes a Cooperative Use of Contract Addendum with Holbrook Asphalt Company, to apply HA5 surface treatment. Public Works recommends using this agreement within the Purchase Order.

Holbrook Asphalt Company is the only company in our area that meets the American Public Works Association specifications in Section 13.01 and 13.68 for High Density Mineral Bond. The Cities of El Mirage, Paradise Valley, Phoenix, Marana and Oro Valley have used Holbrook Asphalt to apply HA5 to their streets.

Similar treatments with chip and seal were estimated to cost \$157,562, by Cactus Asphalt, and the pavement section in the subject Units do not warrant the need for such asphalt treatment.

FINANCIAL IMPACT:

Unit 4 will cost \$28,991.58, and is in Merrill Ranch Community Facilities District 1, which has funding (CFD No. 1 Fund 957) budgeted for street maintenance. Unit 6 will cost \$34,033.59, and is in Merrill Ranch Community Facilities District 2, and has funding (CFD No. 2 Fund 958) for street maintenance. This surface treatment will increase the life span of future street maintenance costs to an 8-10 year period.

STAFF RECOMMENDATION:

Approve the Purchase Order to Holbrook Asphalt Company, for pavement preservation in Units 4 and 6 within Anthem of Merrill Ranch, for \$63,025.17.

ATTACHMENTS:

Aerial Photos of Unit 4 and Unit 6
HA5 Literature
City of El Mirage Contract, Prices and Coop Addendum



Imagery Date: 5/26/2012

© 2013 Google
33° 03' 49.82" N 111° 28' 21.36" W elev 10 ft

Google earth
Merrill Ranch Pkwy
Eye alt 2004 ft





**"Promise to you... Maximum extension of pavement life
at the **LOWEST** possible cost"**

-Tregg Holbrook, Founder of Holbrook Asphalt



HOME / HA5 / SOLUTIONS / CUSTOMERS / NEWS & LINKS / ABOUT HOLBROOK ASPHALT Co. / CONTACT Us

HA5™

**HA5 is a High Density Mineral Bond surface treatment
that extends asphalt serviceability**

Benefits to you:

- Significantly extends pavement life
- Lower cost of pavement ownership/management
- No loose aggregate or grainy residue on the surface post installation
- Millions of square feet installed by municipalities
- Performance backed by seven year study
- Installations guaranteed up to 5 years
- High public approval

EXTENDING ASPHALT SERVICE LIFE

HA5 was developed to meet the demand for effective asphalt preservation on residential roadways without the negative side effects of chip seals or slurry seals. HA5 was specifically engineered to preserve the native asphalt binder. Effectively preserving the asphalt binder before oxidative damage takes place is recognized as the most cost-effective strategy for managing asphalt pavement.

Due to the asset preservation qualities and durability of the installations, HA5 is also a surface treatment specified by owners and managers responsible for asphalt parking surfaces. School districts, religious organizations, medical providers, and various business types utilize HA5 for asset preservation due to the measurable return investment. HA5 installations are backed with up to a 5 year guarantee.

WHAT IS HA5?

HA5 is a High Density Mineral Bond uniquely emulsified with a near neutral charge that is able to hold a proprietary blend of fine aggregates.

Limiting oxidative damage from moisture is fundamental to HA5's preservation qualities. But just as critical to the prevention of oxidative damage from moisture is preventing oxidative damage from UV rays. UV rays are strong throughout the western U.S., especially in higher elevations as well as desert regions.

HA5 combats oxidation from UV rays by including limited amounts of specific polymers to reflect damaging UV rays.

TESTED, PROVEN PERFORMANCE

Independently Tested

HA5 has been independently evaluated by Nolte Engineering and was recommend as a superior option to slurry seals on residential (lower load/volume) roadways and parking surfaces.

400% Less Cracking

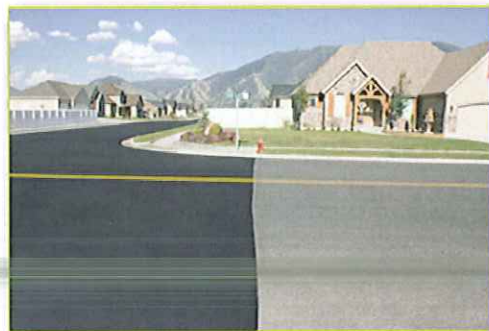
In 2009, an evaluation was conducted that compared the oxidative damage of an asphalt street having HA5 installed to an adjoining street not having HA5 installed. The pavements evaluated were both 11 years old, with one having had HA5 installed at year six. The pavement with HA5 installed had 400% less cracking.

INSTALLATION:

For HA5 to be properly installed, specialized equipment is required that can uniformly disperse a thixotropic material housing the required density of fine aggregate.

GUARANTEE:

HA5 installations are backed by a five year warranty. Contact a Holbrook Asphalt representative for complete warranty details.



**"HA5 differentiates itself in real practice and value.
...HA5 is a better option"**

-Rod Mills, VP of Nolte Engineering



HOME / HA5 / SOLUTIONS / CUSTOMERS / NEWS & LINKS / ABOUT HOLBROOK ASPHALT Co. / CONTACT Us

MUNICIPALITY | HOA | BUSINESS | SCHOOL DISTRICT OR UNIVERSITY | OTHER



MUNICIPALITY

Municipality

Knowing the Right Treatment, for the Right Road, at the Right Time.

Knowing the Right Treatment, for the Right Road, at the Right Time promises:

- Lower pavement costs over time
- More predictable costs
- Fewer premature failures
- Better pavement conditions
- More effective use of taxpayer dollars
- A happier driving public – less delays & vehicle damage

Become familiar the "Pros" & "Cons" of various surface treatments:

- [HA5](#) (High Density Mineral Bond)
- [Slurry](#)
- [Chip Seal](#)
- [Cape Seal](#)
- [Seal Coat](#)
- [Fog Seal](#)

Looking for a better option compared to chip seals and slurries on your residential roads? [Click here to learn about HA5.](#)

Technically speaking, what is pavement preservation?
Pavement preservation is "a program employing a network level, long-term strategy that enhances pavement performance by using an integrated, cost-effective set of practices that extend pavement life, improve safety and meet motorist expectations."
Source: FHWA Pavement Preservation Expert Task Group

Links:

- [Request an assessment that determines the ROI of various treatment options](#)
- [Request an estimate for preserving your pavement asset](#)





High Density Mineral Bond
Exclusive 5 year Warranty

- Desert Regions -
(Las Vegas, Phoenix/Tucson Metro Areas & Southern Utah)

The extended life properties and advanced application techniques used with Holbrook Asphalt's original HA5 pavement preservation treatment provide clients with an industry best - FIVE YEAR WARRANTY.

HA5 offers a warranty up to five years based upon the condition of the pavement surface. Treatments of HA5 installed on pavements with PCI below 75 are covered with a three year warranty. See warranty details on page two. Asphalt warranty eligibility:

- HA5 treatment on pavement with PCI above 95.
HA5 treatment on pavement with PCI rating of 85-94.
HA5 treatment on pavement with PCI rating of 75-84.
HA5 treatment on pavement with PCI rating below 70-74.
HA5 treatment on pavement with PCI rating below 69.

Month/year of original asphalt installation: _____

Month/year of treatment application by Holbrook Asphalt: _____

I have read and agree to the terms of this warranty (see page 2):

(Signature/Date) _____ (customer)

(Signature/Date) _____ (Holbrook Asphalt, Co.)

Warranty Description

The warranty includes full coverage against peeling and failure. In addition, this guarantee also provides coverage against pre-mature wear. Pre-mature wear will be constituted as anything less than 70% to 75% residual coverage of the High Density Mineral Bond on the treated surface area.

The coverage in the warranty is specific to the PCI rating of the surface at the time of treatment. Listed below is each different category based upon the PCI (Pavement Condition Index).

HA5 treatment on pavement with PCI rating above 95.

WARRANTY COVERAGE: A **full five-year warranty** on the HA5 treatment from the date of application. Pre-mature wear during the five-year period is defined as anything less than 75% residual coverage of HA5 to the asphalt binder of the treated surface.

If this failure or pre-mature wear occurs as deemed by Holbrook Asphalt Company or approved third-party expert, reapplication will take place at no charge.

HA5 treatment on pavement with PCI rating of 85 to 94.

WARRANTY COVERAGE: A **pro-rated five-year warranty** on the HA5 treatment from the date of application. Pre-mature wear during the five-year period is defined as anything less than 75% residual coverage of HA5 to the asphalt binder of the treated surface.

If this pre-mature wear occurs as deemed by Holbrook Asphalt Co. or approved third party expert within 36 months of treatment, reapplication will take place at no charge. If pre-mature wear occurs within months 37 and 48, Holbrook Asphalt will reapply the treatment at a 50% reduction of the installation price. If pre-mature wear occurs within months 49-60, Holbrook Asphalt will reapply the treatment at a 25% reduction of the installation price.

HA5 treatment on pavement with PCI rating of 75 to 84.

WARRANTY COVERAGE: A **pro-rated five-year warranty** on the HA5 treatment from the date of application. Pre-mature wear during the five-year period is defined as anything less than 70% residual coverage of HA5 to the asphalt binder of the treated surface.

If this pre-mature wear occurs as deemed by Holbrook Asphalt Co. or approved third party expert within 24 months of treatment, reapplication will take place at no charge. If pre-mature wear occurs within months 25 and 36, Holbrook Asphalt will reapply the treatment at a 50% reduction of the installation price. If pre-mature wear occurs within months 37 and 48, Holbrook Asphalt will reapply the treatment at a 30% reduction of the installation price. If pre-mature wear occurs within months 49 and 60, Holbrook Asphalt will reapply the treatment at a 20% reduction of the installation price.

HA5 treatment on pavement with PCI rating below 70-74.

WARRANTY COVERAGE: A **pro-rated five-year warranty** on the HA5 treatment from the date of application. Pre-mature wear during the five-year period is defined as anything less than 70% residual coverage of HA5 to the asphalt binder of the treated surface.

If this pre-mature wear occurs as deemed by Holbrook Asphalt Co. or approved third party expert within 24 months of treatment, reapplication will take place at no charge. If pre-mature wear occurs within months 25 and 36, Holbrook Asphalt will reapply the treatment at a 35% reduction of the installation price. If pre-mature wear occurs within months 37 and 48, Holbrook Asphalt will reapply the treatment at a 25% reduction of the installation price. If pre-mature wear occurs within months 48 and 60, Holbrook Asphalt will reapply the treatment at a 15% reduction of the installation price.

HA5 treatment on pavement with PCI rating below 69.

***WARRANTY COVERAGE: Contact Holbrook Asphalt for warranty terms specific to the condition of your pavement.

Exclusions and limitations of warranty: No claim will be honored unless Holbrook Asphalt has been notified in writing and is given the opportunity to inspect the claimed failure. Any attempt to repair surface prior to Holbrook Asphalt's inspection will render this warranty invalid. This warranty does not cover structural defects in the asphalt (e.g. base failure or damage caused by faulty construction and or design), cracks, exposure to fuel, oil, or other chemicals determined to be harmful to the HA5 treatment, areas exposed to frequent sprinkler water run-off, or standing and/or ponding water, damage caused by excessive heavy truck or equipment traffic, damage caused by equipment inflicting excessive stress or scraping to the pavement surface, damage caused by landscaping installation, or damage caused by earthquakes or other acts of God. This warranty is only valid in the regional area specified on this document. This warranty is not applicable for areas located in elevations above 8000 feet.



City of El Mirage, Arizona

Proposal Addendum



Request for Proposal **Project No.: PW11 - MB01**
Addendum #1

Date: December 23, 2011

Materials and/or
 Services for: **HIGH DENSITY MINERAL
 BOND APPLICATION**

The purpose of this Addendum is to amend the contract and associated proposal documents by adding cooperative purchasing language to The High Density Mineral Bond Application Request for Proposal, PW11 – MB01. The following language is hereby incorporated into the Request for Proposal, PW11 – MB01, documents:

COOPERATIVE USE OF CONTRACT

In addition to the City of El Mirage, 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 such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

I hereby acknowledge and agree to the Amendment/Addendum to the Contract and Proposal documents.

Tregg Holbrook 02-10-2012
 Authorized Signature

Print Name: TREGG HOLBROOK

Title: MANAGER

Company Name: HOLBROOK ASPHALT LLC

Appendix A

PROPOSAL TAB

	YEAR ONE COST SQ/YD	YEAR TWO COST SQ/YD	YEAR THREE COST SQ/YD
High Density Mineral Bond Application	\$1.48	\$1.48	\$1.48
Tax (rate _____)	/	/	/
TOTAL COST PER SQUARE YARD	\$1.48	\$1.48	\$1.48

ADD/ALTERNATES	YEAR ONE COST SQ/YD	YEAR TWO COST SQ/YD	YEAR THREE COST SQ/YD
Surface Repair			
Crack Repair	See Below		
Tax (rate _____)			
TOTAL COST PER SQUARE YARD			

Price for years 1-3

Surface Repair: **\$49.50** per sq yd

Crack Seal: **\$1.50** per pound

Poly Patch: **\$2.80** per pound (1-5 pallets), **\$2.47** per pound (5+ pallets)

AGREEMENT

THIS AGREEMENT is made and entered into this 27 day of Feb, 2003 by and between Holbrook Asphalt LLC, (hereinafter referred to as "Contractor") and the City of El Mirage, Arizona, a municipal corporation, (hereinafter referred to as "City").

Whereas, City issued Request for Proposal (hereinafter "RFP") No. PW11 - MB01 seeking proposals from contractors to provide High Density Mineral Bond Application on property owned and/or controlled by City; and,

Whereas, Contractor submitted a response to City RFP No. PW11 - MB01 offering to provide High Density Mineral Bond Application from identified property owned and/or controlled by City (hereinafter "Proposal"); and,

Whereas, City has determined that Contractor's Proposal is in conformance with the requirements of RFP No. PW11 - MB01 and best meets the needs of the City.

NOW, THEREFORE, Contractor and City hereby agree as follows:

1. Contractor agrees, at its own cost and expense, to do all the work and furnish all the equipment, personnel and materials necessary to provide, in a good and substantial manner and to the satisfaction of the City, the following work, High Density Mineral Bond Application, in accordance with the City of El Mirage RFP No. PW11 - MB01 and Contractor's Proposal in response to RFP No. PW11 - MB01, which are hereby specially referred to and by such reference made a part hereof in their entirety. RFP No. PW11 - MB01 shall consist of the following documents, which are incorporated herein by this reference: Notice of Request for Proposals; Instructions and Proposal Conditions; Scope of Work and Project Specifications; General Terms and Conditions
2. City agrees to pay Contractor, and Contractor agrees to accept, as full compensation for furnishing all equipment, personnel and materials and for doing all the work contemplated and embraced in this Agreement, the amounts set forth in Contractor's Proposal in response to RFP No. PW11 - MB01.
3. The City hereby promises and agrees with the Contractor to retain, and does hereby retain, Contractor to provide the equipment, and personnel and materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions as provided; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.
4. It is further expressly agreed by and between the parties that should there be any conflict between the terms of this Agreement, RFP No. PW11 - MB01 or the Proposal, then this Agreement and the provisions terms of RFP No. PW11 - MB01 shall control and nothing herein shall be considered as an acceptance of the terms of the said Proposal conflicting herewith or RFP No. PW11 - MB01, unless expressly so stated herein.
5. Time is of the essence to the terms of this contract.
6. FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS. To the extent applicable under A.R.S. § 41-4401, Contractor warrants its and its subcontractors compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its 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 by the City of El Mirage. The City of El Mirage retains the legal right to randomly inspect the papers and records of Contractor and its subcontractors to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

The Contractor warrants to keep the papers and records open for random inspection during normal business hours by the City of El Mirage. The Contractor shall cooperate with the City of El Mirage's random inspections including granting the City entry rights to Contractor's property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Contractor to comply with this warranty regarding the keeping of papers and records and cooperating with the City's random inspections shall constitute a material breach of the Agreement and the City shall have the right to immediately terminate the Agreement.

The Contractor further agrees to include the following language in all subcontracts entered into by Contractor with any person or entity to perform work on the Agreement and to terminate the agreement with any subcontractor who violates any of the warranties set forth in said language below.

To the extent applicable under A.R.S. § 41-4401, Subcontractor warrants to Contractor and the City of El Mirage Subcontractor's compliance with all federal immigration laws and regulations that relate to its compliance with the E-verify requirements under A.R.S. § 23-214(A). Subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the subcontract by Contractor at the direction of the City of El Mirage. Subcontractor further acknowledges the City of El Mirage's right to randomly inspect the papers and records of Subcontractor to ensure that Subcontractor is complying with the above-mentioned warranty.

Subcontractor warrants to keep the papers and records open for random inspection during normal business hours by City of El Mirage. Subcontractor shall cooperate with City of El Mirage's random inspections including granting the City entry rights to Subcontractor's property to perform the random inspections and waiving their respective rights to keep such papers and records confidential. The failure of Subcontractor to comply with this warranty regarding the keeping of papers and records and failure to cooperate with the City's random inspections shall constitute a material breach of the Agreement and the City shall have the right to immediately require Contractor to terminate the Agreement with Subcontractor.


7. ATTORNEY'S FEES & DISPUTE RESOLUTION. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment or by arbitration award.


As an alternative to filing a law suit to resolve the dispute, the parties may elect to arbitrate the dispute. Each party shall select a competent and impartial arbitrator. The two selected arbitrators shall appoint a third arbitrator. If the two appointed arbitrators cannot agree on a third, they may petition a judge having competent jurisdiction to select the third arbitrator, or they may resign their appointment jointly or individually so that the parties may renew the selection process. The written award of two of the three arbitrators shall bind the parties. The cost of the arbitrators and any expert witnesses shall be borne by the party that hired them. The cost of the third arbitrator and other expenses of the arbitration shall be shared equally by the parties. The arbitration shall take place in the City of El Mirage. State court rules of procedure and evidence shall be governing.

Executed and entered into on the date first written above.

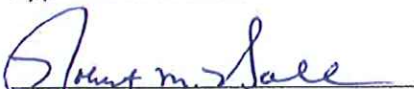
CITY:

CONTRACTOR:


By: Dr. Spencer Isom
Its: City Manager


By: TREGG HOLBROOK
Its: MANAGER

Approved as to form:


City Attorney

Attest:


Richard Saathoff, City Clerk



REQUEST FOR PROPOSALS

Public Works Department
12145 N.W. Grand Ave.
El Mirage, Arizona 85335

Maintenance Contract

Telephone: (623) 935-6405
Fax: (623) 933-8418

City of El Mirage Specifications and Bid Documents

Solicitation Number: **PW11 - MB01**

Solicitation Description: **HIGH DENSITY MINERAL BOND APPLICATION**

Prospective Bidders' Conference: December 7 , 2011 10:00 A.M., local time

Location: 12000 West Peoria, El Mirage Arizona
Wastewater Treatment Plant Conference Room

Due Date: December 19, 2011 2:00 P.M., local time

Specifications may be picked-up at:
Public Works
12001 W. Peoria Ave., Bldg B1
El Mirage, Arizona 85335

There is no charge for the first set of Plans and Specifications.

There is a **\$5.00 non-refundable** charge for each additional set.

or

Download Plans and Specifications from the City Website at
www.cityofelmirage.org
at no charge



City of El Mirage, Arizona

Notice of Request for Proposals



Request for Proposal

Project No.: PW11 - MB01

Proposal

Due Date: Dec 19, 2011

Time: 2:00 P.M.

Materials and/or
Services for:

**HIGH DENSITY MINERAL BOND
APPLICATION**

Location: City of El Mirage
Public Works Department
Building B1
12001 W. Peoria Ave
El Mirage, AZ 85335

Contact: Robert Senita
Phone: (623) 876-4254

Mailing Address: City of El Mirage
Public Works Department
12145 W. Grand Ave.
El Mirage, AZ 85335

In accordance with City of El Mirage Procurement Code sealed proposals for the material or services specified will be received by the City of El Mirage Public Works Department at the specified location until the date and time specified above. Proposals received by the correct date and time shall be publicly opened and the proposal price read. Proposals must be in the actual possession of the City of El Mirage Public Works Department on or prior to the Proposal Due Date and Time. Late proposals will not be considered, except as provided in the City of El Mirage Procurement Code. ***Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the bidder's name and address clearly indicated on the front of the envelope.*** All bids shall be completed in ink or typewritten. Proposers are strongly encouraged to carefully read the *entire* Request for Proposal Package. Proposals submitted by mail should be addressed to the mailing address shown on this Notice.



REQUEST FOR PROPOSALS

INSTRUCTIONS AND PROPOSAL CONDITIONS

Public Works Department
12145 N.W. Grand Ave.
El Mirage, Arizona 85335

Telephone: (623) 933-8318
Fax: (623) 933-8418

1. GENERAL:

The City of El Mirage, Arizona (hereinafter "City") seeks proposals to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of insurance and all payroll taxes on such labor) for High Density Mineral Bond Application. Jobsite locations are in the City of El Mirage at the sites selected by the City as shown in Exhibit A. No charge shall be allowed for your preparing a response to this Request for Proposals (hereinafter "RFP"). The City reserves the right to accept or reject proposals for each item separately and to waive any defects in the proposals submitted.

2. SUBMITTAL DEADLINE:

Proposals must be submitted on the form and in the format provided. Submittals shall be opened publicly in the conference room of the El Mirage Wastewater Reclamation Plant, 12001 W. Peoria Avenue, El Mirage, Arizona. Interested parties are invited to attend. A tabulation of submittals shall be available within a reasonable time after the proposal opening. Proposal results shall be faxed or mailed to interested parties upon request. Proposal submittals shall be received until 2:00 P.M. (Arizona time) on the 19th day of December 2011. Late submittals will not be accepted and returned to the Proposer unopened. Telephone, telegraphic, electronic, faxed, and late proposals will not be accepted. It is the Proposer's responsibility to see that its proposal has sufficient time to be received by the Public Works Department before the submittal deadline. Proposals are to be submitted in a sealed envelope to: City of El Mirage, Arizona, Attn: Public Works Department. Proposals may be hand delivered to the Wastewater Treatment Plant Administration Building B located at 12001 W. Peoria Avenue, El Mirage, AZ 85335; proposals may be delivered by mail addressed to City of El Mirage, Public Works Department, 12145 NW Grand Avenue, El Mirage, AZ 85335. Proposer assumes the burden of proper and timely delivery. Submittals are to be submitted in a sealed envelope clearly marked:

REQUEST FOR PROPOSAL No: _____
HD MINERAL BOND APPLICATION
DUE DATE AND TIME: _____

3. ALTERNATE OFFERS:

Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

4. EFFECTIVE PERIOD OF OFFER:

This offer shall remain in effect for a period of one hundred and twenty (120) calendar days from the proposal due date or the best and final offer date and is irrevocable.

5. INQUIRIES:

Any questions related to the RFP shall be directed to the Public Works Department (hereinafter "Department"). Questions should be submitted in writing when time permits. The Department may require any and all questions be submitted in writing at the Department's sole discretion. Any correspondence related to an RFP should refer to the appropriate RFP number, page, and paragraph number. Proposers shall identify the envelope as containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official RFP due date and time.

6. PROSPECTIVE PROPOSERS CONFERENCE:

A prospective Proposers conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the RFP. Oral statements or instructions will not constitute an amendment to this RFP.



REQUEST FOR PROPOSALS

INSTRUCTIONS AND PROPOSAL CONDITIONS

Public Works Department
12145 N.W. Grand Ave.
El Mirage, Arizona 85335

Telephone: (623) 933-8318
Fax: (623) 933-8418

7. LATE PROPOSALS:

Late proposals will not be considered, except as provided by the City of El Mirage Procurement Code. A vendor submitting a late proposal shall be so notified.

8. WITHDRAWAL OF PROPOSAL:

At any time prior to the specified due date and time, a Vendor (or designated representative) may withdraw the proposal.

9. AMENDMENT OF PROPOSAL:

Receipt of an Amendment shall be acknowledged by signing and returning the document with the offer at the specified proposal due date and time.

10. VENDOR REGISTRATION:

After the award of a contract, the successful Vendor shall complete a Vendor Registration Application and submit it to the City of El Mirage Finance Department.

11. EXAMINATION OF JOBSITE(S) AND SPECIFICATIONS:

Each Proposer shall visit jobsite(s) of the proposed work and become fully acquainted with conditions as they exist so that the Proposer may fully understand the difficulties and restrictions attending the execution under the contract. Proposers shall also thoroughly examine and be familiar with the specifications. The failure or omission of any Proposer to receive or examine any form, instrument, or to visit the jobsite(s) and become acquainted with conditions there existing, shall in no way relieve any Proposer from any obligation with respect to a proposal. By submitting a proposal, the Proposer agrees and warrants that the Proposer has examined the jobsite(s) and specifications, and where the specifications required in any part of the work a given result to be produced, that the specifications are adequate and the desired result can be produced under the specifications.

12. QUESTIONS, INTERPRETATIONS, OR CORRECTIONS OF PROPOSAL DOCUMENT:

Proposer shall notify the Department promptly of any error, omission, or inconsistency that may be discovered during the examination of the solicitation. All clarifications, corrections, or changes to the solicitation document shall be made by Addendum only. Proposer shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at any pre-proposal conference. Interpretations, corrections, and changes shall not be binding unless made by addendum. All addenda issued shall become part of the solicitation and any agreement documents. Any addendum issued will be sent to all known solicitation holders by facsimile or US mail. It is the Proposer's sole responsibility to ascertain that it has received all addenda issued for this solicitation. All addenda must be acknowledged and returned on or before the submittal deadline, unless otherwise directed by an addendum.

13. UNIT PRICE TO PREVAIL:

In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.

14. BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS:

Brand names or manufacturer's references shall be construed as a quality or performance level, and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.

15. RESTRICTIVE OFFER PROVISIONS:

If specifications preclude an otherwise qualified Proposer from submitting an offer, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the proposal due date. All Proposers will be notified by a written addendum to the solicitation of any approved changes.



REQUEST FOR PROPOSALS

INSTRUCTIONS AND PROPOSAL CONDITIONS

Public Works Department
12145 N.W. Grand Ave.
El Mirage, Arizona 85335

Telephone: (623) 933-8318
Fax: (623) 933-8418

16. PRICES, NOTATIONS, AND MISTAKES:

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent and initialed in ink by the person who signs the proposal. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern. The total amount of the proposal will be the sum of the total prices of all items in the submittal schedule. The total price of the unit price items will be the product of the unit price and the estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail. If the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

17. OFFER ERRORS OMISSIONS AND CORRECTIONS:

The City will not be responsible for any errors or omissions made by a Proposer.

18. EXCEPTIONS TO SPECIFICATIONS:

Proposer must provide with the submittal as an attachment any and all exceptions to either the specifications and/or the terms and conditions contained herein. Failure to note exceptions shall be interpreted to convey the Proposer agrees to perform in the manner described and/or specified in this solicitation document. City's acceptance of Proposer's offer shall be limited to the terms of this RFP unless expressly agreed in writing by the City.

19. ADDENDA:

Any change to the proposal shall be in the form of a numbered addendum issued by the Public Works Department. The addendum will be furnished to all who received the proposal. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the proposal. The City will not be responsible for Proposers adjusting their offer based on oral or written instructions.

20. OFFER IDENTIFICATION:

The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.

21. OFFER TABULATION:

A copy of the scoring may be requested from the Public Works Department, in person or in writing, by referencing the proposal title and number. The information will be available for distribution when the City has completed its evaluation process of the offers received.

22. AWARD OF CONTRACT:

- a. Unless the Proposer states otherwise, or unless provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is determined by the City to be most advantageous to the City. City also reserves the right to award contracts for the work to multiple vendors if the City deems such an award is in the City's best interest.
- b. Notwithstanding any other provision of this RFP, the City expressly reserves the right to:
 1. Waive any immaterial defect or informality; or
 2. Reject any or all bids, or portions thereof, or
 3. Reissue an RFP.



REQUEST FOR PROPOSALS

INSTRUCTIONS AND PROPOSAL CONDITIONS

Public Works Department
12145 N.W. Grand Ave.
El Mirage, Arizona 85335

Telephone: (623) 933-8318
Fax: (623) 933-8418

- c. A response to an RFP is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's RFP and the written amendments thereto, if any. Proposals do not become contracts unless and until accepted by the City and executed by the Mayor or City Manager. All of the terms and conditions of the procurement contract are contained in the RFP documents, unless otherwise set forth in writing by the City and Proposer.
- d. In determining and evaluating the best proposal, price will not necessarily be the controlling factor; also considered will be experience, references, quality, efficiency and any other relevant factors deemed pertinent by the City.
- e. The successful Proposer agrees to, upon written faxed receipt of notification of award, execute a contract and provide insurance and license documents, and any other required documentation within ten (10) business days. Failure to do so shall be just cause for annulment of the award.

23. PROTEST OF AWARD

Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive solicitation procedures, shall lodge that protest, in writing, with the Public Works Field Operations Director. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. The protest must be submitted no later than seven (7) calendar days after the notice of intent to award is issued.

24. PROPOSAL FORMAT

Proposers are encouraged to keep their proposals brief and relevant to the specific work required. To be considered for this contract, the information requested below is required to be submitted in response to this Request for Proposals.

- a. **Firm and Personnel qualifications, Experience, and References**
 - 1) Staff Qualifications - Provide a list of employees and their training, qualifications, and certifications. Attention should be placed upon the staff that would most likely be involved in the routine maintenance services to be provided. Also include the training, qualifications, and certifications of any subcontractors who may perform services not directly completed by the Contractor's staff.
 - 2) Firm Qualifications - Provide a company description including: structure, ownership disclosure statement, company facilities, functional organization description, and office location(s). Include a general list of company equipment that is available for this project.
 - 3) Experience and References - Provide description of current and/or previous similar projects. List at least three projects of similar size, nature, and complexity. Give current addresses and phone numbers for Owner references for each project.
- b. **Project Understanding and Scope** - Provide a description of your project understanding and how you will approach the project. Include a detailed scope of services to be provided, proposed schedule, Number of employees that will be assigned to the project, etc.
- c. **Pricing** - Submit the Proposal Tab Sheet with and all other information requested in the Project Specifications.
- d. **Proposal Evaluation** - Proposals will be evaluated on the following criteria:

1) Firm and Personnel qualifications, Experience, and References	35%
2) Project Understanding and Scope of Services	15%
3) Proposal Pricing	50%



GENERAL TERMS AND CONDITIONS

Public Works Department
12145 N.W. Grand Ave.
El Mirage, Arizona 85335

Telephone: (623) 933-8318
Fax: (623) 933-8418

1. APPLICABLE LAW:

In the performance of this agreement, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona and City of El Mirage including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement. It is the policy of the City of El Mirage that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.

This contract shall be governed by the City. City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona. Any lawsuit pertaining to this contract may be brought only in courts in the State of Arizona.

This Agreement is subject to the provisions of A.R.S. §38-511. The City may, within three years after its execution, cancel this Agreement, without penalty or further obligation, made by the City 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 City 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 or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

2. BRIBES AND KICK-BACKS:

The Contractor shall not by any means:

- A. Induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;
- B. Confer on any governmental, public or quasi-public official having any authority or influence over the Project, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;
- C. Offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or,
- D. Without the express written permission of the Owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the General Contractor has a direct or indirect proprietary or other pecuniary interest.

3. CONTRACT AND ORDER OF PRECEDENCE:

The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Contractor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Offer. The Solicitation shall govern in all other matters not affected by the written contract. In the event of a conflict between any of the documents comprising the Solicitation, the Scope of Work and Specifications shall take precedence, followed by the General Terms and Conditions, followed by the Proposal Instructions and Conditions, and followed by the Notice of Request for Proposals.



GENERAL TERMS AND CONDITIONS

Public Works Department
12145 N.W. Grand Ave.
El Mirage, Arizona 85335

Telephone: (623) 933-8318
Fax: (623) 933-8418

4. PAYMENT TERMS:

If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered. A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.

5. SUBCONTRACTORS:

Proposer's submittal shall include a list of all subcontractors that Proposer contemplates using for approval by the City. Once approved, the list shall not be changed without prior written permission by the City. No portion of the contract, in whole or in part, shall be subcontracted without the prior written approval of the City of the subcontractor. No such approval will be construed as making the City a party of or to such subcontract, or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subcontracting the City shall deal through the contractor. Subcontractors shall be dealt with as workmen and representatives of the contractor.

6. CONTRACT AMENDMENTS:

This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

7. CONTRACT APPLICABILITY:

The Contractor shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Contractor and the City, are not applicable to this Solicitation or any resultant contract.

8. PROVISIONS REQUIRED BY LAW:

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

9. SEVERABILITY:

The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

10. RELATIONSHIP TO PARTIES:

It is clearly understood that each party shall 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 City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.



GENERAL TERMS AND CONDITIONS

Public Works Department
12145 N.W. Grand Ave.
El Mirage, Arizona 85335

Telephone: (623) 933-8318
Fax: (623) 933-8418

11. INTERPRETATION-PAROL EVIDENCE:

This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

13. WARRANTIES:

Contractor warrants that all services provided under this contract shall conform to the specifications of this contract.

14. INSPECTION:

All material and/or services are subject to inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be remedied immediately by the Contractor.

15. FUNDING:

Any contract entered into by the City of El Mirage is subject to funding availability. Fiscal years for the City of El Mirage are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

16. COMPLIANCE:

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City. All transactions related to this Request for Proposals and any order resulting from it shall be governed by the laws of the State of Arizona. Contractor is to supply Materials Safety Data Sheets (M.S.D.S.) in accordance with Federal requirements. Contractor entering the City workplace with hazardous materials or using hazardous materials on any City property or right-of-way shall supply the City with a M.S.D.S. covering those particular products the Contractor may expose City employees or the general public to while working at the site. The M.S.D.S. must be in compliance with OSHA Regulation 1910.1200, paragraph g.



GENERAL TERMS AND CONDITIONS

Public Works Department
12145 N.W. Grand Ave.
El Mirage, Arizona 85335

Telephone: (623) 933-8318
Fax: (623) 933-8418

17. LOSSES AND DAMAGES:

All loss or damage arising out of the nature of the work to be done or from the action of the elements or from any unforeseen circumstances in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.

18. CHARACTER AND STATUS OF WORKMEN:

Only skilled foremen and workmen shall be employed on work requiring special qualifications. When required by the Public Works Department, the Contractor shall discharge any person who is, in the opinion of the Public Works Field Operations Director, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. The Contractor shall keep the City harmless from damages or claims for compensation that may occur in the enforcement of this section. The Contractor shall be responsible for assuring the legal working status of its employees and its subcontractor's employees.

19. TRAFFIC:

All traffic affected by services performed pursuant to this contract shall be regulated in accordance with the *City of Phoenix -Traffic Barricade Manual*, latest edition and the City of Phoenix in the Traffic Barricade Manual shall be referred to as the City of El Mirage City Engineering Department for interpretation.

20. INSURANCE REQUIREMENTS:

The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies possessing a current A.M. Best, Inc. Rating of A- and duly licensed to do business in the State of Arizona with policies and forms satisfactory to the City. All insurance required herein shall be maintained in full force and effect at all times during the term and any extension of this contract; failure to do so may, at the sole direction of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance, and any insurance or self insurance maintained by the City 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 City. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

The insurance policies may contain deductibles which shall not exceed twenty-five percent (25%) of the contract price. The Contractor shall be solely responsible for deductible retention and the City, at its option, may require the Contractor to secure the payment of such deductible. No insurance required under this contract may be written on a "claims made" basis.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.



GENERAL TERMS AND CONDITIONS

Public Works Department
12145 N.W. Grand Ave.
El Mirage, Arizona 85335

Telephone: (623) 933-8318
Fax: (623) 933-8418

21. REQUIRED INSURANCE COVERAGE:

a. General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$3,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093 or any replacement thereof. The coverage shall not exclude X, C, U.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

ii. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$300,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

iii. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor shall require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

22. CERTIFICATES OF INSURANCE:

Prior to commencing Services under this Contract, Contractor shall furnish the City with Certificates of Insurance (naming the City as additionally insured), or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. If a policy does expire during the life of the contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.



GENERAL TERMS AND CONDITIONS

Public Works Department
12145 N.W. Grand Ave.
El Mirage, Arizona 85335

Telephone: (623) 933-8318
Fax: (623) 933-8418

23. CONTRACT DEFAULT:

The City, by written notice of default to the contractor, may terminate the whole or any part of this contract immediately in any one of the following circumstances:

- a. If the contractor perform the services in a manner the City determines creates an unreasonable risk of harm or injury to the public or any property of the City; or
- b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of five (5) calendar days after receipt of notice.

24. TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate any contract, with or without cause, upon thirty days written notice. The City shall be responsible for the payment for services completed by Contractor prior to the effective date of the termination.

25. RESPONSIBILITY FOR CORRECTION:

It is agreed that Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Contractor agrees to give the City first priority.

26. DELAY IN EXERCISING CONTRACT REMEDY:

Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.

27. TAX EXEMPTION:

The City is exempt from paying Federal Excise Taxes and shall furnish an exemption certificate upon request.

28. LATE SUBMISSION OF CLAIM:

The City will not honor any invoices or claims which are tendered more than six (6) months after the last item of the account accrued.

29. LIABILITY:

Except for the negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.

30. BUSINESS LICENSE:

The successful Proposer shall be required to obtain a City of El Mirage business license and keep it current during the period of performance on the contract.



GENERAL TERMS AND CONDITIONS

Public Works Department
12145 N.W. Grand Ave.
El Mirage, Arizona 85335

Telephone: (623) 933-8318
Fax: (623) 933-8418

31. IMMIGRATION LAW COMPLIANCE:

To the extent applicable under A.R.S. § 41-4401, Contractor warrants its and its subcontractors compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its 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 by the City of El Mirage. The City of El Mirage retains the legal right to randomly inspect the papers and records of Contractor and its subcontractors to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor warrants to keep the papers and records open for random inspection during normal business hours by the City of El Mirage. The Contractor shall cooperate with the City of El Mirage's random inspections including granting the City entry rights to Contractor's property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Contractor to comply with this warranty regarding the keeping of papers and records and cooperating with the City's random inspections shall constitute a material breach of the Agreement and the City shall have the right to immediately terminate the Agreement.

32. SCRUTINIZED BUSINESS OPERATIONS:

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or 35-393, as applicable. If it is determined that the Contractor submitted a false certification, the Contractor's participation in this Agreement shall immediately terminate.

33. AGREEMENT SUBJECT TO APPROPRIATIONS.

Payments by the City required under the terms of this Agreement are subject to appropriation by the Council of the City of El Mirage. The obligation of City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the fee amounts as set forth in this Agreement during any succeeding fiscal year, City shall provide Contractor written notice that this Agreement shall terminate at the end of the current fiscal year and that City shall be relieved of any subsequent obligation of payment under this Agreement upon such termination and neither the City nor any official or employee of the City shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**CITY OF EL MIRAGE
PUBLIC WORKS DEPARTMENT**



**HIGH DENSITY
MINERAL BOND APPLICATION**

PROJECT SPECIFICATIONS

PW11 - MB01

TABLE OF CONTENTS

1. LOCATION OF THE WORK.....	16
2. PROPOSED WORK.....	16
3. GUARANTEE	16
4. QUALITY ASSURANCE.....	16
5. PROPERTY DAMAGE.....	16
6. CONTRACT TIME.....	16
7. CHANGES IN CONTRACT PRICE	16
8. LAYOUT, FIELD MEASUREMENTS AND INSPECTION OF SURFACES.....	17
9. EMPLOYEE IDENTIFICATION, BUILDING ACCESS, AND SECURITY CLEARANCE.....	17
10. INSPECTION	17
11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK.....	17
12. STOCKPILE OF MATERIALS.....	17
13. SUPERVISION BY CONTRACTOR	17
14. DUMPING AND DISPOSAL OF WASTE.....	18
15. SUBSIDIARY WORK	18
16. CLEAN UP	18
17. DUST PREVENTION	18
18. MISCELLANEOUS REMOVAL AND RELOCATIONS.....	18
19. TRAFFIC CONTROL	18
20. SURVEY CONTROL POINTS.....	18
21. PROTECTION OF EXISTING FACILITIES.....	19
22. PROJECT COMPLETION	19
23. ACCEPTANCE	19
A. General	19
B. Surface Treatment Material	19
C. Placement.....	19
D. Price Adjustment	19
24. FINAL ACCEPTANCE.....	19
25. SUBMITTALS	19
26. WEATHER	20
27. NOTICE	20
28. PRODUCTS	20
A. Emulsified Asphalt.....	20
B. Aggregate	20
C. Mix Design	21
29. SCOPE OF WORK	22
A. Construction Equipment.....	22
B. Preparation	22
C. Protection	22
D. Application.....	23
30. AFTER APPLICATION	23
31. FIELD QUALITY CONTROL	23
32. REPAIR	23
33. ADD/ALTERNATE.....	23
34. PROPOSAL SUBMITTAL SHEET.....	24
35. APPENDIX A - PROPOSAL TAB SHEET.....	25
36. APPENDIX B - REFERENCES.....	26
37. APPENDIX C - STATEMENT OF CONTRACTORS QUALIFICATIONS.....	27
38. AGREEMENT.....	28

1. LOCATION OF THE WORK:

All work is located within the City of El Mirage, Maricopa County, Arizona.

2. PROPOSED WORK:

The contract work consists of all necessary labor, material, transportation services and equipment, to perform High Density Mineral Bond Application on City streets per the contract specifications.

3. GUARANTEE:

The surface treatment material must carry a warranty from both the Contractor and the manufacturer for a period of five (5) years when applied to pavement in appropriate condition. The warranty includes coverage for peeling and pre-mature wear.

4. QUALITY ASSURANCE

A. Contractor has successfully completed at least five (5) projects of similar size and nature, using the same mix design as described in this Request for Proposal.

1. Upon request, provide a list of five (5) projects which have demonstrated a five year minimum proven performance on a bituminous surface.
2. Acceptable performance after five year period is no less than 70% residual coverage in the treated surface area.

B. Foreman of the crew has completed at least three (3) projects of similar size and nature.

C. Do not change the source of the emulsified asphalt or aggregate without supporting changes in the mix design.

D. Reject asphalt emulsion that does not meet requirements of this section.

E. Remove product found defective after installation and install acceptable product at no additional cost to Owner.

F. If requested, submit a quality control inspections and testing report describing source and field quality control activities performed by Contractor and its Suppliers

5. PROPERTY DAMAGE

Contractor shall be responsible for repair of any damage to City of El Mirage property and restoration of any facility damage beyond normal wear and tear, caused by Contractor's maintenance activities. Repair and restoration shall be performed at no cost to the City of El Mirage.

6. CONTRACT TIME:

This Contract is a three year contract and commences on February 1, 2012 and expires January 31, 2015. If renewed, the contract is an annual contract from February 1st to January 31st. Contract renewal shall be within 30 days of contract expiration.

The City of El Mirage may at it's sole option and with the consent of the Contractor, extend the period of this agreement up to two (2) additional years in one (1) year increments. Any price increase must be mutually agreed upon by the City and the Contractor. The Contractor shall be notified in writing when the contract renewal has been approved.

Either party has the right to cancel this contract at any time with a 30 day written notice.

7. CHANGES IN THE WORK

A. The Public Works Field Operations Director may at any time, as the need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written change order.

B. The Public Works Field Operations Director also, may at any time, by issuing a written field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered unless the Contractor believes that such written field order entitles him/her to a change in Contract price or time, or both, in which event he/she shall give the City written notice thereof within three (3) days after the receipt of the field ordered change, and the Contractor shall not execute such changes pending the receipt of an executed change order or further written instruction from the City.

8. CHANGES IN CONTRACT PRICE

The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or one shall determine decrease in the contract price or more of the following methods in the order of precedence listed below:

- A. Unit prices previously approved.
- B. An agreed lump sum if unit prices are not applicable.
- C. The actual cost for labor, direct overhead, materials, supplies, equipment and all other items and service necessary to complete the work. In addition, there shall be an added amount to be agreed upon but not to exceed, in the aggregate, fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

9. LAYOUT, FIELD MEASUREMENTS AND INSPECTION OF SURFACES

- A. Contractor shall be solely responsible for the accuracy of measurements and laying out his own work and shall make good any errors due to faulty measurements taken, information obtained, layout, or failure to report discrepancies. The Owner will assist the Contractor in establishing preliminary working lines and benchmarks.
- B. The Contractor shall notify the Project Manager in writing of any defects noted in such surfaces that are to receive his work. The Project Manager will direct such surfaces to be remedied.
- C. Contractor and City Inspector shall measure and agree on the quantity of material placed each day. Contractor will only be paid for quantities agreed on by the City.

10. INSPECTION

- A. Inspectors from the City's Public Works staff will monitor the work site(s) to report as to the progress of the work, the manner in which it is being performed, and report whenever it appears that material furnished or work performed by the Contractor fails to fulfill the requirements of the specifications and contract. The Inspectors may direct the attention of the Contractor to such failures or infringement.
- B. In a case of a dispute arising between the Inspector and the Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be referred to and decided by the Public Works Field Operations Director or designee. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications. Inspectors shall in no case act as foremen or perform other duties for the Contractor or interfere with the management of the work by the Contractor.
- C. Inspection or supervision by the Public Works Field Operations Director or designee shall not be considered as direct control of the individual worker and/or his/her work. The direct control shall be solely the responsibility of the Contractor.

11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted by the City. Partial payment on work so completed shall not release the Contractor from such responsibility, but he/she shall turn over the entire work in full accordance with these specifications before final settlement shall be made.

12. STOCKPILE OF MATERIALS

- A. The contractor may, if approved by the Public Works Field Operations Director or designee, place materials in the public right-of-way provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations.
- B. Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained.

13. SUPERVISION BY CONTRACTOR

The Contractor shall supervise and direct the work and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain at the work site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The representative shall have full authority to act on behalf of the Contractor and all communications given to the representative shall be as binding as if given to the Contractor. The representative shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

14. DUMPING AND DISPOSAL OF WASTE

The Contractor is responsible for the cost to dispose of all waste products including excess earth material which will not be incorporated into the work under this contract. The waste product referred to herein shall become the property of the Contractor, unless otherwise directed by the Public Works Field Operations Director.

15. SUBSIDIARY WORK

All work called for in the specifications and/or shown on the drawings shall be performed by the Contractor and unless a specific bid item is provided for the work, then such portion of the work will be considered subsidiary to other work for which payment is provided.

16. CLEAN UP

- A. Clean up shall include the removal of all excess materials in conjunction with the project accumulated on any driveways, curbs, landscaping, or any other surface. No special payment will be made for this item.
- B. The Contractor shall, upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site of the work and public right-of-way in a neat and clean condition. No special payment will be made for this item.

17. DUST PREVENTION

The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project to the satisfaction of the Public Works Field Operations Director and in accordance with the requirements of the Maricopa County Health Department Air Pollution Control and Environmental Protection Agency (EPA) regulations. Contractor will work under the City's Dust permit

18. MISCELLANEOUS REMOVAL AND RELOCATIONS

Miscellaneous removals and relocations shall be construed to mean the removal of all unsuitable materials whether designated or implied by the plans and specifications and shall include but not be limited to the removal of such items as pipes, concrete, asphalt, block, brick, rock, metal, etc. of every nature and description, unless such items are specifically designated in a separate bid item. Also, certain items require temporary removal and reinstallation such as mail box stands, sign posts, survey monument frames and covers, etc. and are included in this category.

19. TRAFFIC CONTROL

- A. All traffic shall be regulated in accordance with MAG Specifications; the City of Phoenix Barricade Manual, latest edition; and the Manual on Uniform Traffic Control Devices (MUTCD).
- B. The Contractor shall have the full responsibility and liability for traffic control for this contract. The Contractor shall submit a Traffic Control Plan to the Public Works Engineering Department for approval prior to beginning any work under this contract. It shall be noted that Traffic under this Contract shall include all motor vehicles, bicyclists, and pedestrians.
- C. The Contractor shall notify all adjacent or affected residents or businesses at least 48 hours in advance of any street, alley, sidewalk, and driveway closures and make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area.
- D. Access shall be maintained to adjacent businesses at all times during construction. Where property has more than one point of access, no more than one access shall be restricted or closed at any one time. Access to adjacent private driveways shall be maintained during all non-working hours.
- E. No measurement will be made for traffic control. No payment will be made for traffic control. The cost thereof shall be included in the price bid submitted for the construction or installation of the items to which such traffic control is incidental or appurtenant. Any revisions shall be submitted to Public Works for review and approval.

20. SURVEY CONTROL POINTS

Existing survey monuments shall be protected by the Contractor or removed and replaced under the direct supervision of the City Engineering Department. Prior to construction, it is the responsibility of the Contractor to notify the City of any survey monuments which need to be referenced off. Any monuments which are lost and have not been referenced off due to the Contractor's negligence and lack of notification to the City shall be replaced at the Contractor's expense. Lot corners shall not be disturbed without knowledge and consent of the property owner and only after such corner has been properly referenced for replacement.

21. PROTECTION OF EXISTING FACILITIES

The Contractor is to protect all existing facilities during construction. Utility poles that may be affected by the construction activities shall be protected and/or braced by the Contractor. The contractor shall notify the appropriate Utility Company or agency of any construction that may affect their facilities and state the course of action, which will be taken to protect same.

22. PROJECT COMPLETION

"Project Completion" is full completion of all construction associated with a contract, including, but not limited to punch list items, close out documentation, and warranties.

23. ACCEPTANCE

A. General:

1. Acceptance is by Lot.
2. If non-complying material has been installed and no price for the material is specified, apply price adjustment against cost of work requiring complying material as part of its installation.
3. Dispute resolution.
4. Observation of Contractor's field quality control testing does not constitute acceptance. Such testing; however, may be used by City Engineer for acceptance if requirements of Request for Proposal are met.
5. Opening flexible paving surface treatment to vehicular traffic does not constitute acceptance.

B. Surface Treatment Material:

1. Paving Asphalt: Acceptance as specified in this section, material requirements, and this Request for Proposal.
2. Aggregate Source: Verify suitability of aggregate source.
3. Mixture, Ready to Install: Lot size is one days' production with 10,000 gallons sub-lots. Collect samples randomly and test for density, ASTM D2939.

C. Placement

1. Lot size is 1 lane mile. Sub-lot size is 0.1 lane mile.
2. Mat Appearance:
 - a. No runoff onto concrete curbs and shoulders.
 - b. No streaking.
 - c. No light spots.
 - d. No de-bonding due to road contaminants.

D. Price Adjustment

1. The surface treatment material must carry a warranty from both the CONTRACTOR and the manufacturer for a period of five (5) years when applied to pavement in appropriate condition. The warranty includes coverage for peeling and pre-mature wear.

24. FINAL ACCEPTANCE

"Final Acceptance" shall mean a written final acceptance of the work by the Public Works Field Operations Director and shall make the final acceptance promptly after all work under the contract has been completed in accordance with the contract documents and after final inspection.

25. SUBMITTALS

- A. Results of wear resistance test current within one calendar year.
- B. Traffic control and notification plan.
- C. Mix Design: 10 days prior to use, submit proportions of aggregate, filler, water, polymer, and emulsion in the mix.
- D. Equipment: List of construction equipment to be used.
- E. Certification from emulsion manufacturer that states the emulsion meets the requirements described in Section 28-A.

26. WEATHER

A. Temperature:

1. Apply surface treatment material when air and roadbed temperatures in the shade are 55 deg F. and rising.
2. Do not apply surface treatment material if pavement or air temperature is below 60 deg F. and falling or if the finished product will freeze before 48 hours.

B. Moisture: Do not apply surface treatment materials during rain, unsuitable weather, or 24 hours prior to forecast rain.

27. NOTICE

- A. Give written notice to residents at least 2 days prior to applying surface treatment material. Notice can be door hangers, flyers, or other written material. Electronic sign boards, projects signs, or any other general signage is not acceptable notice.
- B. Indicate application time and when the surface can be used. Include a map signifying the specific area to be closed providing detailed directions.
- C. Provide a minimum of two contacts that represent the Contractor with phone numbers which can be reached at any time during the project.
- D. Warn of potential vehicle tow away and other construction issues affecting neighborhood.
- E. Should work not occur on specified day, send a new notice before the end of the day.

28. PRODUCTS

A. EMULSIFIED ASPHALT

1. Non-ionic thixotropic mineral colloid at 77 Deg. F. meeting requirements of Section 32 12 03 and the following.

Table 1 – Supplemental Paving Asphalt Properties			
Criterion	ASTM	Min	Max
Brookfield Viscosity, cPs	D2196	8,000	15,000
Acidity, pH	E70	6.5	7.5
Weight, lbs/gal	D2939	8.7	9.1
Solids, percent	D2939	47	53

B. AGGREGATE

1. Slate:

Table 2 – Slate			
Physical Properties			
Criterion	ASTM	Min	Max
Specific gravity	C 128		2.7
Compression, psi	C 170	11,000	
Loss on ignition at 1000 deg C, percent	C 114		5
Shipping moisture content, percent	D 2216		1
Gradation			
Sieve	ASTM	Target	Tolerance
No. 20	C 136	99	+1 and - 2
No. 50	C 136	74	+/- 2
No. 100	C 136	55	+/- 2
No. 200	C 117	38	+/- 2
NOTES			
(a) Gradation analyzed according to ASTM C 136 on a dry weight and percent passing basis.			

2. Refined Corundum:

Table 2 – Corundum			
Physical Properties			
Criterion	Standard	Min	Max
Specific Gravity	ASTM C 1326	--	3.92
Knoop 100 Hardness	ASTM D 721	--	2,050
Ball Mill Fiability (14 grit)	ANSI B74.8	--	50
Color	ASTM C 604	Brown	
Shape	ASTM D 2216	Blocky with sharp edges	
Gradation			
Sieve	ASTM	Target	Tolerance
No. 35	C 136	99	+1 and – 2
No. 45		85	+/- 2
No. 50		35	+/- 2
No. 60		7	+/- 2
NOTES			
(a) Gradation analyzed according to ASTM C 136 on a dry weight and percent passing basis.			

C. MIX DESIGN

- Use the following table as a guide.

Table 4 – Selection Guide			
Asphalt Emulsion			
Criterion	ASTM	Min	Max
Asphalt content by weight, percent	D 2172	17	
Residual asphalt by weight, percent	D 2939		30
Cone penetration viscosity, cST/sec	D 217	350	450
Weight per gallon, pounds	D 2939	11.2	
Solids volume by percent, percent	D 2697	55	65
Solids weight by percent, percent	D 1644	60	
VOC, g/l	D 3960		10
Aggregate			
Criterion	ASTM	Min	Max
Bentonite and attapulgite clay, percent	--		1.8
Refined corundum / slate content, percent	--	34.5	
Sand or other round aggregate, percent	--		6
Maximum VOC:, g/l	--		10
Wear resistance @ 12,000 cycles (70 mils wet), percent	D 2486		6.5
Pinholes on glass	--	No grazing on film	
Resistance to re-emulsification	--	Very good	

29. SCOPE OF WORK

A. CONSTRUCTION EQUIPMENT

1. Paver: Continuous flow mixing unit.
 - a. Capable of applying at least 15,000 square yards of material per day.
 - b. Equipped with full sweep helical mixer to assure proper suspension of fine aggregates.
 - c. Equipped with a digital operator control station that is capable of adjusting material spread rate in accordance with pre-set calibrations. It should be equipped with speed sensing equipment capable of maintaining a constant delivery rate of material per square yard of surface at variable speeds.
 - d. Equipped with two separate filters. The primary filter should be at least 200 square inches with a filter face of 3/8 inch. The secondary filter needs to be at least 1500 square inches with a filter face of 1/8 inch.
 - e. Has a retractable spray bar with spacing of 16 inches between each discharge orifice. The bar should be positioned minimum of 20 inches from the surface, no more than 23 inches from the surface.
2. Paver Calibration: On a test strip at least 300 feet long, determine the correct pump settings on the application equipment. Apply material with pump settings at 80% of maximum output at a ground speed of 352 feet per minute.

B. PREPARATION

1. General:
 - a. Severely raveled or porous pavements may require tack coat.
 - b. Asphalt concrete inlay may be required in rut deformations.
2. Traffic control: Grind off existing pavement markings and lane striping. Use reflective tabs to mark striping location before applying surface treatment material.
3. Cleaning:
 - a. Remove loose material, mud spots, sand, dust, oil, vegetation and other objectionable material.
 - b. Do not flush water over cracks or apply pressurized water to cracked pavement.
 - c. Clean the surface immediately prior to installation.
4. Tack Coat:
 - a. Apply tack coat to high absorbent, polished, oxidized, or raveled asphalt surfaces or to concrete or brick surfaces.
 - b. Tack coat should consist of one part emulsified asphalt, three parts water and should be SS or CSS grade.

C. PROTECTION

1. Implement the traffic control plan requirements. Provide safe passage for pedestrians and vehicles. Do not proceed without flaggers.
2. Protect trees, plants, and other ground cover from damage.
3. Prune trees to allow equipment passage underneath. Repair tree damage at no additional cost to the City.
4. Install invert covers.
5. Mask off end of streets and intersection to provide straight lines:
 - a. Make straight lines along lip of gutters and shoulders. Keep same thickness in these areas. No runoff on these areas will be permitted.
 - b. Vary edge lines no more than 1/2 inch per 100 feet.
6. Protect curb, gutter, and sidewalk from spatter, mar, or overcoat.
7. Protect surface treatment materials from traffic until it has cured.

D. APPLICATION

1. Application Rate: Two separate applications coats are required. The first application must be thoroughly dry and free of any damp areas before the second application begins. Machine settings must match the following application rates.
 - a. 0.20 gallons per square yard minimum.
 - b. 0.16 gallons per square yard minimum.
2. Spreading:
 - a. Keep constant delivery rate of material per square yard of surface, even if the forward speed of the machine varies.
 - b. Do not reduce application rate along edges or around manhole covers.
 - c. Apply both applications right to the edge of the pavement. Do not back away from curbs, manhole covers, and edges on either application,

30. AFTER APPLICATION

- A. Leave no streaks caused by plugged nozzle or improper spray bar height.
- B. Leave no holes, bare spots, or cracks.
- C. Expose and clean Manholes, valve boxes, inlets and other service entrances and Street Fixtures.
- D. Raise reflective tabs that were covered over. This will aid roadway users in finding lane delineation after installation and before permanent striping.
- E. Do not permit traffic on product until surface has cured (minimum 8 hours).
- F. Do not apply permanent lane marking or paint until placement has aged at least 10 days and layout has been verified with the Engineering Department.

31. FIELD QUALITY CONTROL

- A. Testing: If density tests (ASTM D2939) show non-compliance, remove the product and halt operations until new material arrives and is shown to be in compliance. Measure the total amounts of material installed, and verify it meets the application rate.

32. REPAIR

- A. Remove spatter and mar from curb and gutter, sidewalk, guard rails and guide posts at no additional cost to the City.
- B. Uncover all manholes, hand holes, survey markers, or any other street fixtures covered.
- C. Remove surface treatment material from Street Fixtures
- D. Make correction lines straight. Provide good appearance.
- E. Leave no streaks, holes, bare spots, or cracks through which liquids or foreign matter could penetrate to the underlying pavement.
- F. Repair collateral damage caused by construction.
- G. Contractor is responsible to remedy any/all cleanup and/or damage to vehicles caused by the material or any of the Contractors vehicles or equipment. No special payment will be made for this item.

33. ADD/ALTERNATE

- A. Surface Repair: Patch any holes, raveled areas, and low areas with asphalt concrete.
- B. Crack Repair:
 1. Remove plant materials from cracks, edges, and joints.
 2. Blow cracks clean with compressed air.
 3. Seal cracks with hot pour crack sealant. Remove excess sealant.
 4. Cracks larger than ¼ inch are to be sealed with Craftco Poly Patch or equivalent.
 5. Allow crack seal to dry before applying surface treatment material.

PROPOSAL

Project No.: _____

Date: _____

To the City of El Mirage:

The undersigned hereby offers and agrees to furnish materials and/or services for **HIGH DENSITY MINERAL BOND APPLICATION** (hereinafter "Project") in compliance with the solicitation documents, including the Instructions and Proposal Conditions, General Terms and Conditions, Scope of Work and Project Specifications, and Addenda, except for any written exceptions in the Proposal. The signature below also certifies Proposer's understanding and compliance with the City of El Mirage General Terms and Conditions and Scope of Work and Project Specifications for the Project.

Name of Proposer: _____

Arizona Transaction (Sales) Privilege Tax License Number: _____

Federal Employer Identification Number: _____

Address: _____

Contact Person:

Name: _____

Telephone: _____

Proposer agrees to perform all necessary and required services and provide all necessary and required material and equipment to perform for the Project for the rate(s) set forth on the attached Proposal Tab Form.

Authorized Signature

Print Name: _____

Title: _____

Appendix A

PROPOSAL TAB

	YEAR ONE COST SQ/YD	YEAR TWO COST SQ/YD	YEAR THREE COST SQ/YD
High Density Mineral Bond Application			
Tax (rate _____)			
TOTAL COST PER SQUARE YARD			

ADD/ALTERNATES	YEAR ONE COST SQ/YD	YEAR TWO COST SQ/YD	YEAR THREE COST SQ/YD
Surface Repair			
Crack Repair			
Tax (rate _____)			
TOTAL COST PER SQUARE YARD			

Appendix B

REFERENCES

List a minimum of three (3) references of current or former clients/customers familiar with your work, whom the Public Works Department may contact:

1.	Company:	_____
	Contact:	_____
	Address:	_____

	Phone:	_____
2.	Company:	_____
	Contact:	_____
	Address:	_____

	Phone:	_____
3.	Company:	_____
	Contact:	_____
	Address:	_____

	Phone:	_____

Appendix C

Statement of Contractors Qualifications

Proposers shall answer all questions and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Propose may submit any additional information they desire.

1. Name of Proposer: _____
2. Main office address: _____
3. When organized: _____
4. If incorporated, where incorporated: _____
5. How many years have you been engaged in the contracting business under your present firm or trade name: _____

6. Contracts on hand: _____

7. General character of work performed by your company: _____

8. Have you ever defaulted on a contract: _____
9. List on an attached sheet, the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. Include a contact person and phone # for each.
10. List your major equipment **available for this contract**: _____

11. Experience in work similar in importance to this project: _____

12. Background and experience of the principal members of your organization, including the officers: _____

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 201_, by and between _____, (hereinafter referred to as "Contractor") and the City of El Mirage, Arizona, a municipal corporation, (hereinafter referred to as "City").

Whereas, City issued Request for Proposal (hereinafter "RFP") No. PW11 - MB01 seeking proposals from contractors to provide High Density Mineral Bond Application on property owned and/or controlled by City; and,

Whereas, Contractor submitted a response to City RFP No. PW11 - MB01 offering to provide High Density Mineral Bond Application from identified property owned and/or controlled by City (hereinafter "Proposal"); and,

Whereas, City has determined that Contractor's Proposal is in conformance with the requirements of RFP No. PW11 - MB01 and best meets the needs of the City.

NOW, THEREFORE, Contractor and City hereby agree as follows:

1. Contractor agrees, at its own cost and expense, to do all the work and furnish all the equipment, personnel and materials necessary to provide, in a good and substantial manner and to the satisfaction of the City, the following work, High Density Mineral Bond Application, in accordance with the City of El Mirage RFP No. PW11 - MB01 and Contractor's Proposal in response to RFP No. PW11 - MB01, which are hereby specially referred to and by such reference made a part hereof in their entirety. RFP No. PW11 - MB01 shall consist of the following documents, which are incorporated herein by this reference: Notice of Request for Proposals; Instructions and Proposal Conditions; Scope of Work and Project Specifications; General Terms and Conditions

2. City agrees to pay Contractor, and Contractor agrees to accept, as full compensation for furnishing all equipment, personnel and materials and for doing all the work contemplated and embraced in this Agreement, the amounts set forth in Contractor's Proposal in response to RFP No. PW11 - MB01.

3. The City hereby promises and agrees with the Contractor to retain, and does hereby retain, Contractor to provide the equipment, and personnel and materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions as provided; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. It is further expressly agreed by and between the parties that should there be any conflict between the terms of this Agreement, RFP No. PW11 - MB01 or the Proposal, then this Agreement and the provisions terms of RFP No. PW11 - MB01 shall control and nothing herein shall be considered as an acceptance of the terms of the said Proposal conflicting herewith or RFP No. PW11 - MB01, unless expressly so stated herein.

5. Time is of the essence to the terms of this contract.

6. **FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS.** To the extent applicable under A.R.S. § 41-4401, Contractor warrants its and its subcontractors compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its 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 by the City of El Mirage. The City of El Mirage retains the legal right to randomly inspect the papers and records of Contractor and its subcontractors to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

The Contractor warrants to keep the papers and records open for random inspection during normal business hours by the City of El Mirage. The Contractor shall cooperate with the City of El Mirage's random inspections including granting the City entry rights to Contractor's property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Contractor to comply with this warranty regarding the keeping of papers and records and cooperating with the City's random inspections shall constitute a material breach of the Agreement and the City shall have the right to immediately terminate the Agreement.

The Contractor further agrees to include the following language in all subcontracts entered into by Contractor with any person or entity to perform work on the Agreement and to terminate the agreement with any subcontractor who violates any of the warranties set forth in said language below.

To the extent applicable under A.R.S. § 41-4401, Subcontractor warrants to Contractor and the City of El Mirage Subcontractor's compliance with all federal immigration laws and regulations that relate to its compliance with the E-verify requirements under A.R.S. § 23-214(A). Subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the subcontract by Contractor at the direction of the City of El Mirage. Subcontractor further acknowledges the City of El Mirage's right to randomly inspect the papers and records of Subcontractor to ensure that Subcontractor is complying with the above-mentioned warranty.

Subcontractor warrants to keep the papers and records open for random inspection during normal business hours by City of El Mirage. Subcontractor shall cooperate with City of El Mirage's random inspections including granting the City entry rights to Subcontractor's property to perform the random inspections and waiving their respective rights to keep such papers and records confidential. The failure of Subcontractor to comply with this warranty regarding the keeping of papers and records and failure to cooperate with the City's random inspections shall constitute a material breach of the Agreement and the City shall have the right to immediately require Contractor to terminate the Agreement with Subcontractor.

Executed and entered into on the date first written above.

CITY:

CONTRACTOR:

By: Dr. Spencer Isom
Its: City Manager


By: _____
Its: _____

Approved as to form:

City Attorney

Attest:

Richard Saathoff, City Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8a.
MEETING DATE: May 6, 2013 DEPARTMENT: Public Works STAFF PRESENTER: Wayne J. Costa, P.E., Public Works Director/Town Engineer SUBJECT: Resolution No. 1391-13: Contract (IGA) with State of Arizona (ADOT)		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Adopt Resolution No. 1391-13: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH ADOT AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ADOT FOR AG CONTRACT NO. P001 2013001005 FOR ADOT PROJECT NO: HX24301C FOR THE DESIGN AND CONSTRUCTION OF A NEW TRAFFIC SIGNAL ON SR79 AND DIVERSION DAM ROAD.

BACKGROUND/DISCUSSION:

A Signal Needs Study was conducted in April, 2012. The Needs Study confirmed this site meets two of the warrants established in the 2009 MUTCD.

The new traffic signal installation will utilize steel tapered galvanized poles. Typical installation will provide mast arms with signal heads for approaching traffic. Luminaires are typically provided over each corner, integral with the steel signal pole, but the overhead power lines offer challenges that will be addressed during construction. Creative solutions such as arms hanging over the roadway from different corners than typical, higher wattage luminaires, etc. may need to be used to provide lighting. Pole placement is anticipated to be a challenge on all quadrants.

A left turn arrow will be provided for southbound traffic wanting to turn eastbound onto Diversion Dam Road. Although the volumes do not quite meet the volume criteria, based on the turning volumes noted in the Needs Study, Town staff indicate that the prison complex has recently purchased 200 acres off Diversion Dam Road, in anticipation of expansion and additional employee and visitor traffic. A convenience mart has been proposed for the SE corner of the intersection, causing additional traffic. Thus, it was decided to deploy a protected-permissive left turn operation as part of the initial installation. Signals will be LED style, with louvered backplates.

The Town has requested, and ADOT has agreed, contingent upon successful execution of an IGA, emergency vehicle preemption. The preemption system will include a sensor for eastbound First Street vehicles. Additional sensors will cover north/south SR 79 and Diversion Dam Road emergency vehicles.

A flasher system with graphic SIGNAL AHEAD sign will be placed north of the intersection for southbound traffic, warning of the first traffic signal as drivers approach Florence. ADOT will determine, during design, whether this flasher system will obtain power from the signal or via solar power, depending upon placement. Existing signs influence where the SIGNAL HAEAD assembly can be placed without causing impact to other facilities.

FINANCIAL IMPACT:

The specific fiscal impact of the Town participating in is \$83,000, which is funded by CCA in the amount of \$75,000, and the balance of \$8,000 will be funded through the CIP for Diversion Dam Road Reconstruction.

STAFF RECOMMENDATION:

Staff recommends adoption of Resolution No. 1391-13; allowing participation by the Town of Florence in the IGA.

ATTACHMENTS:

Resolution No. 1391-13
IGA (attached)

RESOLUTION NO. 1391-13

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE STATE OF ARIZONA FOR THE CONSTRUCTION OF A TRAFFIC SIGNAL AND RELATED IMPROVEMENTS FOR SR79 AT DIVERSION DAM ROAD IN FLORENCE, ARIZONA.

WHEREAS, the Town of Florence, Arizona (the "Town"), an Arizona municipal corporation, is legally authorized to exercise exclusive control over the streets, alleys, avenues and sidewalks of the Town and to improve the same; and

WHEREAS, the Town is authorized to enter into contracts for and to accept from the State of Arizona grants for or in aid of the construction of improvements to the streets of the municipality.

NOW THEREFORE BE IT RESOLVED, that the Council of the Town of Florence does hereby authorize the Mayor to execute contract No.: P001 2013001005 for ADOT Project No. HX24301C with the State of Arizona, acting through the Department of Transportation, for the construction of a new traffic signal to be located at the intersection of State Route 79 at Diversion Dam Road in the Town of Florence, Arizona.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Florence, Pinal County, Arizona, this 6th day of May, 2013.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney



Intermodal Transportation

Janice K. Brewer, Governor
John S. Halikowski, Director
Jennifer Toth, State Engineer
Robert Samour, Senior Deputy State Engineer, Operations
Dallas Hammit, Senior Deputy State Engineer, Development

206 S. 17th Ave.
Phoenix, AZ 85007

April 12, 2013

Town of Florence
Attn: Wayne J. Costa, P.E.
775 N. Main Street
P.O. Box 2670
Florence, Arizona 85132

RE: ADOT File No.: IGA/JPA 12-1511
AG Contract No.: P001 2013001005
Project: Traffic Signal
Section: SR 79 at Diversion Dam Road
Federal-aid No.:
ADOT Project No.: HX24301C
TIP/STIP No.:
Budget Source Item No.: 71213
(\$9519.00)

Dear Mr. Costa:

Enclosed are three (3) copies of the above-referenced Agreements and Attorney Approval forms for signature regarding the above subject Agreements, which define the responsibilities of the **TOWN OF FLORENCE** and the Arizona Department of Transportation.

Please obtain the appropriate official signatures and return the **signed Agreements**, **Attorney Approval Forms** and the **Resolution Letter / Meeting Minutes** necessary to enter into this Agreement. Return the signed original package to the attention of the undersigned to the **Arizona Department of Transportation, Joint Project Administration, 205 S. 17th Avenue, Mail Drop 637E, Phoenix, AZ 85007**.

Please **make no other entries on the originals other than signatures**, and **do not date or staple the first page**. A copy of the recorded contract will be returned upon final execution. Should you have further questions please do not hesitate to call me at (602) 712-7785.

Sincerely,

Cindy Childers

Cindy Childers
Joint Project Administration
Contract Specialist

Enclosures (#)

ADOT File No.: IGA/JPA 12-1511
AG Contract No.: P001 2013001005
Project: Traffic Signal
Section: SR 79 at Diversion Dam Road
Federal-aid No.:
ADOT Project No.: HX24301C
TIP/STIP No.:
Budget Source Item No.: 71213
(\$9519.00)

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF FLORENCE

THIS AGREEMENT is entered into this date _____, 2013, pursuant to the Arizona Revised Statutes §§11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the TOWN OF FLORENCE, acting by and through its MAYOR and TOWN COUNCIL (the "Town"). The State and the Town are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statute § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The Town is empowered by Arizona Revised Statute § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.
 3. A new traffic signal on SR79 at Diversion Dam Road has been warranted, scoped and is being designed. The State and the Town desire to participate in the construction, operation and maintenance of this traffic signal system, hereinafter referred to as the "Project". The State will be responsible for procuring 2/3 and the Town will be responsible for 1/3 of the cost. The cost of the project is currently estimated at **\$250,000.00**. The Town will be responsible for the electrical energy costs necessary to operate the signal and for one third of the total Project costs currently estimated at **\$83,000.00**. The State will design, construct, operate and maintain the traffic signal and be responsible for two thirds of the total Project cost currently estimated at **\$167,000.00**
 4. The Project lies within the boundary of the Town and has been selected by the Town, and the survey of the project site has been completed. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.
 5. The Town, in order to obtain federal funds for the construction of the Project, is willing to provide Town funds to match federal funds in the ratio required or as finally fixed and determined by the Town and FHWA, including actual construction engineering and administration costs (CE).
-

6. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Town and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Town.

7. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

8. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

HX243 01C (construction)

Federal-aid funds	\$ 157,481.00
Town's contribution	<u>\$ 83,000.00</u>
Subtotal – Construction	\$ 250,000.00
Summary:	
Total Estimated Town Funds	\$ 83,000.00
Total Federal Funds	<u>\$ 167,000.00</u>
TOTAL Project Cost	\$ 250,000.00

* (Included in the Town Estimated Funds)

** (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the Town is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The Town acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the Town, if such project is approved by FHWA and project funds are available. Prepare and provide design plans, specifications and other such documents and services required for construction of the project.

b. Upon execution of this Agreement, and prior to performing or authorizing any work, invoice the Town for their estimated share of the Project, currently estimated at **\$83,000.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the Town for the difference between estimated and actual costs.

c. Upon receipt of the Town's estimated share of the Project costs, currently estimated at **\$83,000.00**, on behalf and with consent of the Town, contract with one of the State's on-call consultants

("Consultant") to prepare all pertaining documents for the design and post-design of the project; review and approve documents required by FHWA to qualify the Project for and to receive federal funds, provide comments to the Town as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents, including the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way requirements and activities and such other related tasks essential to the achievement of the objectives of this Agreement. Issue the right of way clearance after review of the Consultant's right of way submittal.

d. Submit all documentation required to the FHWA containing the above-mentioned Project with the recommendation that funding be approved for design and installation. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.

e. Request the maximum funds programmed for this Project, including Town contract administration costs. Should costs exceed the maximum funds available it is understood and agreed that the Town will be responsible for any overage.

f. Upon approval by FHWA, with the aid and consent of the Town and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the Town, to whom the award is made for and enter into a contract(s) with a firm(s) for the installation of the Project. Incorporate comments from the Town as appropriate.

g. Hereby be granted, without cost, the right to enter Town Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary Rights-of-Entry to accomplish among other things, soil and foundation investigations.

h. Not be obligated to maintain said Project, should the Town fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The Town will:

a. Designate the State as authorized agent for the Town, if such project is approved by the FHWA and project funds are available for the design and construction of the Project.

b. Upon execution of this Agreement, prior to performing or authorizing any work, and within thirty (30) days of receipt of an invoice from the State, remit to the State the Town's estimated share of the Project, currently estimated at **\$83,000.00**. Be responsible for any difference between the estimated and actual design review costs.

c. Review design plans, specifications and other such documents and services required for the construction bidding and installation of the Project and provide comments to the State as appropriate.

d. Once the Project costs have been finalized, the State will either invoice or reimburse the Town for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

e. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the Town. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the Town. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

f. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the Town, if applicable.

g. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Town shall take all necessary steps to remove or prevent any such encroachment or use.

h. Hereby grant the State, its agents and/or contractors, without cost, the right to enter Town Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary Rights-of-Entry to accomplish among other things, soil and foundation investigations.

i. Be responsible for any unforeseen conditions or circumstances which increase the cost of said work. Should a change in the extent or scope of the work called for in this Agreement become necessary, be obligated to incur and will pay for said increased costs.

j. Enter into an agreement with the design consultant which states that the design consultant shall provide services as required and requested throughout the design and construction phases of the Project.

k. Be responsible for ensuring all equipment purchased is installed within one (1) year of receipt of equipment.

l. Upon completion of the Project, agree to accept and assume full responsibility of said Project in writing.

m. Pursuant to 23 USC 102(b), repay all Federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right of way acquisition or construction within ten (10) years after Federal funds were first made available.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the Town terminates this Agreement, the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The Town, in regard to the Town's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is

understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the Town and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the Town and that to the extent permitted by law, the Town hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the Town, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of work covered by this Agreement is to be borne by FHWA and the Town, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the Town agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of federal aid received.

4. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

5. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Town will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

6. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

8. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and § 35-215 shall apply to this Agreement.

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

11. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

12. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

Town of Florence
Attn: Wayne J. Costa, P.E
775N. Main Street
P.O. Box 2670
Florence, Arizona 85132
(520) 868-7617
(520) 868-7637 Fax

13. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

14. Pursuant to Arizona Revised Statutes §§ 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § §35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

THE TOWN OF FLORENCE

STATE OF ARIZONA
Department of Transportation

By _____
Mayor

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
Town Clerk


ATTORNEY APPROVAL FORM FOR THE TOWN OF FLORENCE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF FLORENCE, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2013.

Town Attorney

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8b.
MEETING DATE: May 6, 2013 DEPARTMENT: Finance STAFF PRESENTER: Becki Guilin, Finance Director SUBJECT: First Reading of Ordinance No.596 -13: An Ordinance to provide rates and fees for Sanitation Services.		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

ADOPT ORDINANCE NO. 596-13 AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, TO PROVIDE NEW RATES AND FEES FOR SANITATION SERVICES, EFFECTIVE JULY 1, 2013.

BACKGROUND/DISCUSSION:

Over the past four years, sanitation rates have been increasing. The operating and capital expenditures planned for sanitation services has caused the required increases, based upon a utility rate study provided by Economists.com. The lack of substantial roof tops and the privatization of restaurant and institutional accounts have caused a shift of expense to the residential customers, governmental services and small businesses.

The Town Council authorized a request for proposals for sanitation services to consider privatization of this service. We wanted to evaluate if we could provide cost savings and recycling services as demanded by the citizens of Florence at a lower cost.

The Town has contracted with Right Away Disposal (RAD) to provide the sanitation services that are currently performed by the Town of Florence Public Works Department with rates that are going to significantly reduce the resident's and business costs. They will also provide recycling services.

Concerns for the ecology have given us the opportunity to recycle cardboard, paper, plastics and glass. The reduction of these materials in the garbage containers has reduced the number of pick-ups per week to one for residential accounts.

The Town of Florence will retain billing and customer service, and work directly with RAD to resolve any customer service and billing issues.

FINANCIAL IMPACT:

Residential sanitation service is going from \$28.98 per month to \$17.00 per month; which is an \$11.98 savings per month, or \$143.76 per year.

Accounts that the Town bills for with multi-family dwelling units, governmental services and small commercial businesses will also be provided recycling and reduced sanitation rates.

The following table represents the stricken fees and new fees:

SOLID WASTE RATES AND FEES

Type of Pick-Up	Pick-Up Per Week	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016	7/1/2017
Residential	2	\$28.98	\$30.42	\$31.94	\$33.54	\$35.22	\$36.98
Commerical-90 Gallon							
Commerical-90-Gallon	2	\$28.98	\$30.42	\$31.94	\$33.54	\$35.22	\$36.98
Commerical-90-Gallon	3	-	-	-	-	-	-
Commerical-90-Gallon	5	-	-	-	-	-	-
1.5 Cubic Yard							
Commerical-1.5-CY	2	\$67.23	\$70.60	\$74.13	\$77.83	\$81.72	\$85.81
Commerical-1.5-CY	3	\$100.85	\$105.89	\$111.19	\$116.75	\$122.59	\$128.72
Commerical-1.5-CY	5	\$168.09	\$176.49	\$185.32	\$194.58	\$204.31	\$214.53
3-Cubic Yard							
Commerical-3-CY	2	\$97.65	\$102.53	\$107.66	\$113.04	\$118.69	\$124.63
Commerical-3-CY	3	\$146.48	\$153.80	\$161.49	\$169.56	\$178.04	\$186.94
Commerical-3-CY	5	\$244.13	\$256.33	\$269.15	\$282.61	\$296.74	\$311.57
4.5 Cubic Yard							
Commerical-4.5-CY	2	\$128.07	\$134.47	\$141.19	\$148.25	\$155.67	\$163.45
Commerical-4.5-CY	3	\$192.10	\$201.70	\$211.79	\$222.38	\$233.50	\$245.17
Commerical-4.5-CY	5	\$320.17	\$336.17	\$352.98	\$370.63	\$389.16	\$408.62
6 Cubic Yard							
Commerical-6-CY	2	\$158.48	\$166.41	\$174.73	\$183.46	\$192.64	\$202.27
Commerical-6-CY	3	\$237.72	\$249.61	\$262.09	\$275.19	\$288.95	\$303.40
Commerical-6-CY	5	\$396.21	\$416.02	\$436.82	\$458.66	\$481.59	\$505.67
7.5 Cubic Yard							
Commerical-7.5-CY	2	\$188.00	\$198.34	\$208.26	\$218.67	\$229.61	\$241.09
Commerical-7.5-CY	3	\$283.35	\$297.51	\$312.39	\$328.01	\$344.41	\$361.63
Commerical-7.5-CY	5	\$472.24	\$495.86	\$520.65	\$546.68	\$574.02	\$602.72

9-Cubic Yard

Commerical-9-CY	2	\$219.34	\$230.28	\$241.79	\$253.88	\$266.58	\$279.94
Commerical-9-CY	3	\$328.97	\$345.42	\$362.69	\$380.82	\$399.87	\$419.86
Commerical-9-CY	5	\$548.28	\$575.70	\$604.48	\$634.71	\$666.44	\$699.77

10.5-Cubic Yard

Commerical-10.5CY	2	\$249.73	\$262.22	\$275.33	\$289.09	\$303.55	\$318.73
Commerical-10.5-CY	3	\$374.59	\$393.32	\$412.99	\$433.64	\$455.32	\$478.09
Commerical-10.5-CY	5	\$624.32	\$655.54	\$688.32	\$722.73	\$758.87	\$796.81

CONTAINER FEES*

90-Gallon container (each)	\$120.00
300-Gallon container (each)	\$300.00

*Fee includes the cost of initial or replacement containers. If containers are damaged by the Town, then the replacement fee will be waived.

OTHER FEES

Truck Rentals:	-
For Residential Trash Pick-Up (each)	\$30.00
For Business Trash Pick-Up (each)	\$60.00
Pick-Up Not On-Route (less than 6 cubic yards)	\$72.00
Refundable Deposit 2-year Chapter 52 Section 52.104	\$75.00
Establishment Fee Chapter 52 Section 52.104	\$30.00
Redelivery Fee-Nonpayment	\$30.00
Extra-Charge for special pickup of un-containerized materials:	\$7.20 per yard (Contingent upon landfill fees)

SPECIAL EVENT FEES

Delivery & Pick-Up of Containers (each)	\$12.00
Charge by cubic yards for contents of container. Contact Public Works for charge	Current landfill fee

Approved by Town Council on 1/16/07 Ordinance # 453-07.

Approved by Town Council on 6/6/11 Ordinance # 559-11.

SOLID WASTE RATES AND FEES
Effective July 1, 2013

Type of Pick-Up	Pick-Up Per Week	7/1/2013
Residential	1	\$17.00

Institutional

2 Cubic Yard

2 CY	1	\$45.00
2 CY	2	\$71.50

3 Cubic Yard

3 CY	1	\$49.50
3 CY	2	\$93.50

4 Cubic Yard

4 CY	2	\$55.00
4 CY	3	\$104.50

6 Cubic Yard

6 CY	2	\$77.00
6 CY	3	\$143.00

8 Cubic Yard

8 CY	2	\$100.00
8 CY	3	\$191.50

Refundable Deposit-2 year Chapter 52 Section 52.104	3 times monthly fee
---	---------------------

STAFF RECOMMENDATION:

Adopt Ordinance No. 596-13 to increase utility rates and fees.

ATTACHMENTS:

Ordinance No.596 -13

ORDINANCE NO. 596-13

**AN ORDINANCE OF THE TOWN OF FLORENCE,
PINAL COUNTY, ARIZONA, TO PROVIDE NEW
RATES AND FEES FOR SANITATION SERVICES,
EFFECTIVE JULY 1, 2013.**

WHEREAS, it has been brought to the attention of the Council of the Town of Florence that the current fee structure for users of the municipal sanitation services requires modification to provide for cost of privatization of services; and

WHEREAS, the Town Council commissioned a request for proposal of services, and the results of said proposal indicated that the proposed rates and fees provided by privatization of services resulted in cost savings to the users of the sanitation services.

NOW, THEREFORE, BE IT ORDAINED that the Fee Schedule of the Town of Florence is hereby amended to read in conformity with the schedule attached hereto and incorporated herein as follows:

SOLID WASTE RATES AND FEES

Type of Pick-Up	Pick-Up Per Week	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016	7/1/2017
Residential	2	\$28.98	\$30.42	\$31.94	\$33.54	\$35.22	\$36.98
Commerical-90 Gallon							
Commerical-90-Gallon	2	\$28.98	\$30.42	\$31.94	\$33.54	\$35.22	\$36.98
Commerical-90-Gallon	3	-	-	-	-	-	-
Commerical-90-Gallon	5	-	-	-	-	-	-
1.5 Cubic Yard							
Commerical-1.5-CY	2	\$67.23	\$70.60	\$74.13	\$77.83	\$81.72	\$85.81
Commerical-1.5-CY	3	\$100.85	\$105.89	\$111.19	\$116.75	\$122.59	\$128.72
Commerical-1.5-CY	5	\$168.09	\$176.49	\$185.32	\$194.58	\$204.31	\$214.53
3-Cubic Yard							
Commerical-3-CY	2	\$97.65	\$102.53	\$107.66	\$113.04	\$118.69	\$124.63
Commerical-3-CY	3	\$146.48	\$153.80	\$161.49	\$169.56	\$178.04	\$186.94
Commerical-3-CY	5	\$244.13	\$256.33	\$269.15	\$282.61	\$296.74	\$311.57
4.5 Cubic Yard							
Commerical-4.5-CY	2	\$128.07	\$134.47	\$141.19	\$148.25	\$155.67	\$163.45
Commerical-4.5-CY	3	\$192.10	\$201.70	\$211.79	\$222.38	\$233.50	\$245.17
Commerical-4.5-CY	5	\$320.17	\$336.17	\$352.98	\$370.63	\$389.16	\$408.62
6-Cubic Yard							
Commerical-6-CY	2	\$158.48	\$166.41	\$174.73	\$183.46	\$192.64	\$202.27
Commerical-6-CY	3	\$237.72	\$249.61	\$262.09	\$275.19	\$288.95	\$303.40
Commerical-6-CY	5	\$396.21	\$416.02	\$436.82	\$458.66	\$481.59	\$505.67

7.5 Cubic Yard

Commerical-7.5 CY	2	\$188.90	\$198.34	\$208.26	\$218.67	\$229.61	\$241.09
Commerical-7.5 CY	3	\$283.35	\$297.51	\$312.39	\$328.01	\$344.41	\$361.63
Commerical-7.5 CY	5	\$472.24	\$495.86	\$520.65	\$546.68	\$574.02	\$602.72

9 Cubic Yard

Commerical-9 CY	2	\$219.31	\$230.28	\$241.79	\$253.88	\$266.58	\$279.91
Commerical-9 CY	3	\$328.97	\$345.42	\$362.69	\$380.82	\$399.87	\$419.86
Commerical-9 CY	5	\$548.28	\$575.70	\$604.48	\$634.71	\$666.44	\$699.77

10.5 Cubic Yard

Commerical-10.5CY	2	\$249.73	\$262.22	\$275.33	\$289.09	\$303.55	\$318.73
Commerical-10.5 CY	3	\$374.59	\$393.32	\$412.99	\$433.64	\$455.32	\$478.09
Commerical-10.5 CY	5	\$624.32	\$655.54	\$688.32	\$722.73	\$758.87	\$796.81

CONTAINER FEES*

90-Gallon container (each)	\$120.00
300-Gallon container (each)	\$300.00

*Fee includes the cost of initial or replacement containers. If containers are damaged by the Town, then the replacement fee will be waived.

OTHER FEES

Truck Rentals:	-
For Residential Trash Pick-Up (each)	\$30.00
For Business Trash Pick-Up (each)	\$60.00
Pick Up Not On Route (less than 6 cubic yards)	\$72.00
Refundable Deposit 2 year Chapter 52 Section 52.104	\$75.00
Establishment Fee Chapter 52 Section 52.104	\$30.00
Redelivery Fee-Nonpayment	\$30.00
Extra Charge for special pickup of un-containerized materials:	\$7.20 per yard (Contingent upon landfill fees)

SPECIAL EVENT FEES

Delivery & Pick-Up of Containers (each)	\$12.00
Charge by cubic yards for contents of container. Contact Public Works for charge	Current landfill fee

Approved by Town Council on 1/16/07 Ordinance # 453-07.

SOLID WASTE RATES AND FEES
Effective July 1, 2013

Type of Pick-Up	Pick-Up Per Week	7/1/2013
Residential	1	\$17.00
Commercial		
2 Cubic Yard		
2 CY	1	\$45.00
2 CY	2	\$71.50
3 Cubic Yard		
3 CY	1	\$49.50
3 CY	2	\$93.50
4 Cubic Yard		
4 CY	2	\$55.00
4 CY	3	\$104.50
6 Cubic Yard		
6 CY	2	\$77.00
6 CY	3	\$143.00
8 Cubic Yard		
8 CY	2	\$100.00
8 CY	3	\$191.50

AND, that the Fee Schedule for Solid Waste Rates and Fees shall be effective July 1, 2013, and shall continue thereafter in full force and effect until further action of the Council.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 6th day of May, 2013.


Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8c.
MEETING DATE: May 6, 2013 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Brunenkant Building Stabilization	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other	

RECOMMENDED MOTION/ACTION:

Motion to:

1. Authorize the Town Manger to negotiate and enter into a contract or contracts not to exceed a cumulative total of \$300,000 for structural engineering and stabilization plans and building repairs for the Brunenkant building that would allow for the safe occupancy of the building; and
2. Retain the asset and authorize the Town Manager to direct staff to market the building for optimal usage.

BACKGROUND/DISCUSSION:

The Arizona State historic property inventory recognizes the subject Town owned building located within the Florence Townsite Historic District at 291 N. Bailey Street as the “Brunenkant City Bakery” Building.

The subject American-Victorian style two-story commercial building is a significant contributor to the Historic District in many aspects. This structure was built as a “corner building” with its west and north facades located directly on the parcel’s Bailey and 8th Street frontages. The approximate overall building dimensions are approximately 22 feet wide (N-S) by 62 feet deep (E-W) and the exterior walls are made of a locally produced “soft” sand-struck brick on a basaltic stone foundation wall.

The subject building has been used as a bakery, grocery store, doctor’s office, fraternal lodge and even had hotel rooms during one period. In 1973 the building was rehabilitated after being vacant for several years to become the Florence Town Library. Up until recently, the building has been home to the Florence Chamber of Commerce. Due to observed structural deficiencies, the subject building has been vacated and efforts are needed to stabilize the building. At this time, it appears that most of the structural issues are deriving from the foundation, but that has triggered other structural

and cosmetic impacts. It appears that vertical/lateral stabilization and some drainage enhancements will be warranted along with the foundation repairs. The building also needs treatment for termites. Alternatives for the foundation repairs include shoring up the existing rock foundation or using a pier system with lateral connections to essentially create a new foundation for the building under the current rock foundation. Staff has had several architects and structural engineers assess the building's condition and the Public Works Department is closely monitoring the building's condition and stabilization options. Our Town Building Inspectors are also engaged in this process.

While there are several options presented for consideration, staff contends that this building is of critical importance to Florence and the Historic District and the Town should act promptly to stabilize the subject building to prevent further structural damage or the potential loss of the building. After stabilization, the Town should market the property to seek tenants that would increase the utilization of the building and downtown foot traffic. Certain occupancies could require that additional funds be allocated to the building for additional improvements, but such can be addressed at a later time.

BRUNENKANT BUILDING IMAGE



FINANCIAL IMPACT:

Staff's recommendation has up to a \$300,000 financial impact to the Town's budget. These funds would be allotted from the CIP fund.

Other alternatives, such as demolition or the sale or transfer of the asset, would have undetermined fiscal impacts. Staff contends that the loss of the building would have a negative impact on the District, as witnessed by other losses of iconic buildings such as the General Store.

If the Town restores and retains the unique commercial building, optimal occupancy would off-set the Town's ownership and operational costs and benefit the District as a whole.

RECOMMENDATION:

Alternative includes any combination of the following:

1. Demolish the subject building.
2. Sell (auction) or donate the subject building "as is".
3. Complete the stabilization work on the subject building to allow for the safe occupancy of the structure.
4. Sell (auction) the subject building after stabilization work is completed.
5. Retain the subject building after stabilization work is completed and pursue new tenants for the building that increase the building's utilization and downtown foot traffic.

Staff recommends:

1. That the Mayor and Council of the Town of Florence authorize the Town Manger to negotiate and enter into a contract or contracts not to exceed a cumulative total of \$300,000 for structural engineering and stabilization plans and building repairs for the Brunenkant building that would allow for the safe occupancy of the building; and
2. That the Mayor and Council of the Town of Florence support the Town retaining this asset and authorize the Town Manager to direct staff to market the building for optimal usage.

ATTACHMENTS:

Stabilization construction estimates.



TOWN OF FLORENCE

775 NORTH MAIN STREET

P.O. BOX 2670

Florence, Arizona 85132

PHONE: 520-868-7552

FAX: 520-868-7564

MEMO

To: Mayor and Town Council
From: Mark Eckhoff, Community Development Director
Date: April 22, 2013
Re: Brunenkant Bakery Building Stabilization Estimates

Staff has had several contractors review the condition of the Brunenkant building along with Town staff from various departments. The Public Works Department has taken the lead on this aspect of the project, as well as the regular monitoring of the subject facility. There are a few different approaches to consider at this time.

Staff has one estimate of \$240,000 (\$200,000 plus 20% if a General Contractor was utilized). The backup associated with this estimate included: a) \$30,000 for SealBoss grout injection into the rock foundation; b) \$80,000 for Concrete Foundation from Deagen Concrete; c) \$10,000 from Desert Boring for vacuum excavation; and d) \$80,000 for masonry and related inspections. This amounts to the \$200,000 as noted above and add the \$40,000 for a General Contractor if that is the preferred stabilization approach for this facility. One must keep in mind that the continued degradation of the building will have an impact on these estimates. Furthermore, it can be anticipated that additional items of concern will be discovered as this work proceeds.

The above estimate was based upon the drawings that were done a year ago and since that time the distressed portion of the building has increased. In addition to the above figures, Kroll Construction has provided quotes of \$267,662 and \$188,299 with modifications to current drawings.

Staff recently invited Swan Architects (the firm that led the 1891 Pinal County Courthouse restoration work) to the subject building. Swan has indicated an alternate system to shore up the foundation that would use helical piers, a method that could be more costly. It is also currently undetermined how this method would impact building frame stabilization and how the unconfined, unconsolidated, and unreinforced rock foundation would be addressed in conjunction with this method. Swan is working with their structural engineering team to prepare a proposal and cost estimate that we hopefully can add to the discussion when this matter is presented to the Mayor and Town Council on May 6th.

Currently, staff is comfortable with the \$300,000 figure presented in the RCA and no work will proceed without approved plans and a negotiated and signed contract.

From: SwanArchitects@aol.com [mailto:SwanArchitects@aol.com]
Sent: Thursday, April 25, 2013 9:10 AM
To: Gilbert Olgin
Subject: Brunenkant Building

Gilbert,

See attached probable costs to stabilize/rehabilitate the Brunenkant Building. We are waiting for a couple of prices and confirmations from Truesdale before it can be finalized. We would recommend testing the soil below the foundation wall and the compressive strengths of the stone brick and mortar before a final design is developed. If the soil below the stone foundation walls is adequate it is probably unnecessary to underpin the stone walls with a spread footing. Additionally, we have requested Caruso Turley Scott (CTS), Structural Engineers, to give us a second opinion. CTS was the engineers on the Pinal County Courthouse and is probably the largest structural engineering firm in Arizona.

Please do not hesitate to call with any questions. We would be glad to assist in any manner.

Jeffry A. Swan, AIA
SWAN ARCHITECTS, INC.
Tel: 602-264-3083
Cell: 602-799-1126

TOWN OF FLORENCE BRUNENKANT BUILDING
Probable Stabilization/Rehabilitation Costs
 April 25, 2013

Testing	
• test soil density and properties below and adjacent to stone foundation walls	\$ 1,000.00
• test stone, brick, and mortar compressive strength	\$ 500.00
Selective Demolition	
• sawcut and remove portion of interior concrete basement slab	TBD
• remove landscaping, and similar items from building perimeter	\$ 2,000.00
• remove ceiling systems to expose floor and roof framing	\$ 2,700.00
Shoring	
• temporarily brace exterior brick walls (all sides) above second floor during foundation rehabilitation/stabilization work	\$ 6,000.00
Earthwork	
• waterproof exterior side of stone foundation walls by injecting bentonite	TBD
Concrete	
• remove deteriorated mortar and inject cementitious or polyurethane resin grout into voids between stones in foundation wall. Grout design to be determined after receiving soil and stone test results.	\$ 16,000.00
• <u>option 1</u> : compaction grout soil below stone stem walls	TBD
• <u>option 2</u> : underpin stone foundation walls and place a continuous concrete spread footing of a size TBD	TBD
• patch/repair concrete basement slab (depends on option selected)	TBD
• place 4" wide concrete sidewalk with turndown adjacent to building perimeter	\$ 4,000.00
Masonry	
• repoint deteriorated mortar joints and static cracks with mortar that has a compressive strength less than the brick. Repair or replace cracked or damaged bricks with like kind.	\$ 12,000.00
• repoint dynamic cracks with combination of rebar, lime, and epoxy mortars that have a compressive strength less than the brick. Replace brick damaged with like kind.	\$ 18,000.00
• reconnect brick wythes at corners with galvanized stitch-ties. reconstruct displaced brick to match original	\$ 8,000.00

Miscellaneous Steel	
• install continuous steel angle/girt below first floor wood joists and roof steel joists, anchor steel angle/girt to unreinforced brick walls with bolts set in epoxy, attach steel angle/girt to joists with bolts	\$ 15,000.00
• brace top of unreinforced brick parapet with steel angle braces anchored to parapet and roof structure	\$ 6,500.00
Miscellaneous	
• install roof drain leaders that direct storm water away from exterior walls/foundations	\$ 1,000.00
Subtotal:	\$ 92,700.00
Contingency (15%)	\$ 13,905.00
General Contractor Overhead/profit (18%)	\$ 16,686.00
Bond/Insurance (4%)	\$ 3,708.00
Taxes (6.5%)	\$ 1,084.59
Total Probable Cost:	\$ 128,083.59



TOWN OF FLORENCE
775 NORTH MAIN STREET
P.O. BOX 2670
FLORENCE, AZ 85132
PHONE: (520)868-7500
FAX: (520)868-7564

MEMORANDUM

To: Honorable Mayor and Town Council
From: Charles A. Montoya, Town Manager
Date: May 6, 2013
Re: Bi-Weekly Manager's Update

This report is focused on the following activities and projects:

2013/2014 Budget Development

The Staff has been working through the budget development process over the last two months. After the fifth iteration, the expenditures to revenue are at approximately \$880,000 in fund balance use. This final amount comes with adding several positions that are important for Town development and growth. Staff has developed the budget around a set of goals that have been echoed in Town Council requests and actions over the past few years. Staff will present the Town Manager's recommended budget at a Special Work Session on May 13, 2013, at 5:00 p.m.

ADOT

Staff met with ADOT this past week and discussed several issues that are affecting the community:

- Downtown Streetscape Project – This program has been a continual process, but we have been pressing forward to a start date in a few months. This project is an integral piece to re-invigorating the downtown area.
- Roundabout at 79B and 287 – The IGA has been held up for a period of time, but the Town is moving forward with construction to start later this summer.
- Closure of State Route 79 & 79B – several issues were addressed:
 - The existing striping was covered up due to road maintenance – ADOT will be cleaning and modifying the striping for viewing.
 - The transfer of large commercial trucks onto Florence Heights Parkway – ADOT will be working with Town Public Works to ensure adequate striping as well as adequate signage be posted to discourage further detours.
 - The additional direction of traffic on State roadways (Butte and South Main) – Many concerns were addressed regarding the re-direction of traffic with lack of clear posted speed limits, school crossing zones, and

lighting of those zones. ADOT will review and make immediate modifications.

- Timeline of the design and construction – The design and construction is to be completed in 2016. Most of that time is estimated to be consumed by any artifacts that are discovered in the re-construction. ADOT is now trying to mitigate this by trying to re-design on the existing structure and cut down on the timeline. The design standards are scheduled to be submitted to the Town the week of May 6th for review.
- Pot holes on SR79 and Gila River Bridge – Staff informed ADOT that the temporary repairs that were completed in early April did not take hold due to either the cold temperatures or the materials utilized. As of this past week, ADOT was mobilized to complete the work once again.

Economic Development

The Economic Development brochure will be presented to Council at the Special Work Session being held on May 13, 2013. The brochure was developed for distribution at the annual ICSC Conference in Las Vegas, Nevada, May 17 - 22, 2013. The cost of the brochure is approximately \$9,000. The Town's community partners have pledged approximately \$4,500. The Manager and two staff members will attend the conference to assist with staffing a booth for Florence and attend scheduled meetings. Florence's goal is to establish contacts that will get Florence noticed as a growing vibrant community. A strong Economic Development Program plants the seeds for the future; it is a six month or two year process.....not a next week, or month success story.

In addition, a new economic website will be launched May 17, 2013. The website will include updates to the Town site, contacts and assistance for developers and business. Staff will present this website to Town Council in June.

- 1) In early April, the Town was notified that Pinal County Recorder's Office would be closing its Election Department to the public and turning it into an Election Warehouse. Staff had requested the County consider moving the Election Warehouse to another location. Unfortunately, the Recorder's Office was not able to locate a suitable space. Therefore, the Elections Department will be closed to the public. Hopefully we can re-address this in the near future.
- 2) The Silver King Market Place has a vacancy due to Second Hand Rose closing in March. The Town is modifying the space to add capacity for a water heater, three basin sinks, and cooking hood. Staff is looking to create a space that will not just be a rental tenant, but be a **destination** and anchor to help spur growth in the downtown area. The monthly rental received will be placed into the Economic Development Fund to assist in other projects for the Town. Staff will continue to update Council on the progress.
- 3) Staff had to move the Chamber of Commerce into McFarland Sate Park from the Brunenkant building due to several foundation issues. Staff believes this is a great location for the Chamber and the Town; thus staff is working with Arizona

State Parks to ensure a seamless transition.

If approved by Council at the May 6, 2013 meeting, staff will begin the restoration of the Brunenkant building. After the restoration is complete, staff will aggressively begin marketing this building for another potential unique business location for downtown Florence.

Fire Department

Fire Station - Staff continues to work with Jared Baxter, from Baxter Design, and Core, the contractor, on construction plans for the station in the Anthem area. It is the Town's intent to have the new station constructed and operational by the first quarter in 2014.

The Town opened the position of Fire Chief on April 25, 2013. The Town thanks Mike Duran, Interim Fire Chief, for stepping out of retirement to assist the Town of Florence. He has done a phenomenal job with training and instilling structure into the Department. The Town Manager has met with several potential Fire Chief candidates. Once a permanent Chief is appointed, Mr. Duran will assist with the transitional period to ensure the new chief is prepared.

Finance Department

Over the past few weeks a panel comprised of internal department heads, external auditor, bond underwriter, and the current Eloy Finance Director, reviewed and interviewed potential candidates for the position of Finance Director. The panel recommended two candidates to the Town Manager, and the Manger selected Mike Farina. Mr. Farina has over twenty years in municipal government as an Accounting and Finance Director and is also a licensed CPA. Mr. Farina will begin working with the Town on June 3, 2013. We are fortunate that he will have three weeks to spend with Ms. Becki Guilin to allow for a seamless transition prior to her retirement on June 21, 2013.

Florence Copper Project (Curis)

Town staff submitted a news release last Wednesday to update the community on the current status of pending litigation with Curis Resources. Staff will continue to respond accordingly to any citizen questions or responses that arise due to current litigation and the eminent domain process.

The following is the update that was provided to the community:

Town Remains Opposed to Florence Copper Project

Town of Florence residents have been inquiring as to the current status of the Florence Copper project. With recent developments, the Town felt it was appropriate and prudent to update the community as to the current status.

The Florence Town Council's recent action on Monday, April 1, 2013 to rescind Ordinance No. 583-12, which made it unlawful to use or store large quantities of sulfuric acid in the Town of

Florence or within two miles of the Town's boundaries, raised many questions amongst the public on whether or not the Town of Florence remains opposed to the Florence Copper Project.

Florence Town Manager, Charles A. Montoya clarifies the Town's position by saying, "The Florence Town Council remains opposed to the Florence Copper Project and has expressed a desire to maintain its current stance. The health and safety of the public is our first priority and we will continue to do what is necessary to minimize all potential risks to the Town's water supply".

On February 1, 2013, Curis Resources filed a \$139,800,000 notice of claim against the Town in response to Ordinance No. 583-12 being adopted by the Florence Town Council in August of 2012. It had also filed a federal lawsuit seeking a declaratory judgment against the ordinance.

"The notice of claim received by the Town was significant. It represented a significant liability to the Town and to the residents of the Town of Florence", says Mr. Montoya. "The Town Council rescinded the ordinance to minimize the financial risks represented by the notice of claim filed by Curis Resources."

Town Management and Curis Resources representatives entered into discussions prior to the Town Council rescinding the ordinance and an agreement was reached that Curis Resources would drop the pending notice of claim, as well as its federal lawsuit, if the ordinance was rescinded. In addition, Curis Resources agreed to forgo its attorney's fees and costs, which were estimated to be in excess of \$100,000, if the Town agreed to minimize its communications with the media while the ordinance was rescinded.

Since that time, Curis Resources has dropped its claim and dismissed its federal lawsuit against the Town. The Town held up to its side of the agreement and minimized its communications with the media in relation to the ordinance being rescinded. Moving forward, the Town has now resumed its communications with the media and is open to talking about the issues and the Town's opposition to the proposed Florence Copper Project.

More recently, Judge Arthur Anderson of the Maricopa County Superior Court dismissed the lawsuit against Arizona Department of Environmental Quality (ADEQ), which was filed by the Town of Florence, Pulte Homes, Southwest Value Partners and Johnson Utilities. The suit was based on a claim that ADEQ exceeded its statutory authority in enacting regulations which allowed the agency to issue a temporary Aquifer Protection Permit to Curis Resources. The Town believes that this dismissal was not in the best interest of the community and is considering an appeal of the decision.

In addition, the Town continues to oppose the project by challenging the issuance of any permits that may be issued by the ADEQ and the United States Environmental Protection Agency.

On a separate issue that is unrelated to permitting, the Town of Florence continues to pursue the acquisition of property owned by Curis Resources, which may include buildings, land and water rights for a future wastewater treatment plant, as well as sites for the location of other Town facilities, buildings and related improvements. If necessary, the Town may use its power of eminent domain for the acquisition.

The property owned by Curis Resources is zoned residential with certain amenities, and the Town is looking forward to this type of development for its future growth and service delivery

systems, all of which is reflected in the Town's voter-approved General Plan. The existing land use and zoning categories were requested by the previous land owner, real estate developer Harrison Merrill, and occurred in 2007 prior to Curis Resources purchasing the property. The Town Council believes that such development is still the best and most appropriate use for the community and its residents.

Sanitation Contract with Right Away Disposal (RAD)

Since the contract with RAD was adopted by Council in March, staff has been working to implement a July 1, 2013 start for services. During implementation, several issues have arisen that staff has been working through:

- Commercial/institutional accounts – The State currently allows for commercial accounts to make their own decisions for a vendor; however a gray area exists for commercial/institutional accounts such as schools, multi-unit housing, and government buildings. Staff has been working on a rate structure with similar savings to the residential accounts that will be coming to Council for adoption.
- Addendum No. 1 to the RAD Contract - While staff has been working on implementation, many items in the contract need to be updated. These updates fall into two categories: procedural updates, and definitions. The procedural updates are being done to show how the Town expects services and billing to be implemented; the definitions are primarily for clarification. However, it is important to note that any changes are simply administrative and WILL NOT change the intent of the contract or direction given by Town Council; these are cleanup items. Addendum No. 1 to the RAD contract will be executed by the Town Manager.

Southwest Environmental Utilities and George Johnson Development

Staff met with Mr. George Johnson the week of April 29, 2013, to discuss Johnson Ranch Estates. The preliminary drawings are very attractive and add a component to the existing housing available to Town residents and employers. Mr. Johnson intends on filing an application for a Minor General Plan Amendment and for a PUD Amendment. In addition, Mr. Johnson discussed the fact that he may request to change the utility name, in the operating agreement with the Town, from Southwest Environmental Utilities, LLC to Johnson Utilities, LLC.

Town Manager's Office

The Town Manager's Office is working on a number of issues:

- This last week, staff and the Mayor met with the Pinal County Tea Party at their request to discuss current events in the Town such as: Florence Copper Project, re-vitalizing the downtown, economic development, and the overall growth of the Town.
- The Mayor was interviewed by Dan Rather Reports, for a segment on immigration and enforcement. The interview focused on the effects of municipalities, and the affiliate spent time interviewing several mayors across the State of Arizona.
- Recruitments are occurring for the following positions:
 - Police Officers – Completed; hiring process is moving forward.
 - Finance Director – Hired, Mike Farina; he will begin on June 3, 2013.

- Utility Director – Interviews will begin on May 2, 2013, with a target hire date of July 1, 2013 or sooner.
- Fire Chief – Town Manager currently interviewing potential candidates. Hiring to be determined; may occur soon due all potential candidates are interviewing in other locations.

If Council has any questions or concerns regarding this report please notify the Town Manager's Office.



TOWN OF FLORENCE

Community Development Department

MEMO

To: Charles Montoya, Town Manager
Lisa Garcia, Deputy Town Manager

From: Mark Eckhoff, AICP, Community Development Director

Date: May 6, 2013 Town Council Meeting

Re: Activity Report

Major updates for this Department are as follows:

- Ongoing and active participation in staff Economic Development (ED) meetings. Team working on development of an ED webpage; development of professional marketing materials; review of current ED initiatives and tools; and discussions of new tools, initiatives and opportunities to increase growth and development activities throughout Florence.
- Construction on National Bank of Arizona at the northeast corner of Butte Avenue and Main Street is on track and inspections are going well. Sign permits for the bank and the Town monument sign have been submitted. During the past month, staff has worked closely with the bank and ADOT on intersection and Butte Avenue improvements. There is also ongoing work and discussions regarding the corner monument sign installation and the re-installation of the Town banner poles. The bank is looking to open this new facility in early July.
- The Director met with Harold Christ at the Windmill Winery to discuss possible upcoming development projects on the site.
- The Director joined the Town Manger and Economic Development Coordinator on a site visit to the Pinal Market to further evaluate expansion and redevelopment opportunities for the subject business and critical corner in downtown.
- Significant progress being made on two potential large annexations. An internal annexation team was formed and meets biweekly. The Director is meeting with major landowners, developers and stakeholders within the annexation areas in advance of the annexations being filed with Pinal County. More will be presented on these annexations in the near future, and there will be a neighborhood meeting to kick off the public process in advance of Council's Public Hearings on these annexations.

- The Planning and Zoning Commission approved the Design Review application for a new gas station (Florence Superstop) with a 4,100 square foot convenience store with an automatic car wash at the southeast corner of Highway 79 and Diversion Dam Road. A meeting will occur soon to review their construction plans prior to the official submittal of permitting materials. Project also being coordinated with traffic signal and roadway improvements being planned at this intersection. The construction team has followed up with pre-submittal questions regarding plan submittals and fees and this project appears to be on schedule at this time.
- Staff is working with Pulte Homes and Southwest Value Partners on a potential amendment to Anthem at Merrill Ranch and Merrill Ranch that would facilitate Pulte's near term building and development plans. Staff has informally reviewed preliminary plans for the amendment and we are now awaiting formal applications. More information on this project is forthcoming.
- A pre-construction meeting for the 32,000 square foot Anthem American Leadership Academy charter school proposed across from the Florence Hospital at Anthem occurred in March and staff was able to issue conditional permits for development to commence on this project. Site grading has commenced and the school hopes to open for the 13/14 school year.
- We hope to be commencing construction on the permanent AMR Fire Station in the near future. We will offer assistance to the project team to facilitate this project. The Director is looking for opportunities to re-locate the current temporary fire station facility within the potential annexation growth area once the permanent Anthem facility opens. Options will be reviewed with the annexation team, which includes the Fire Chief.
- Territory Square CLOMR/LOMR and Zoning District projects are moving ahead and on schedule.
- The attached permit spreadsheet shows that the Town issued 20 single-family home permits for March 2013.
- The Superstition Vistas Project Team met in March 2013 to look at the current state of the project and various issues impacting the region. There were no major updates since the last meeting and the group decided to transition to a quarterly meeting.
- SRP has notified the Town that we have \$300,000 available in their municipal aesthetics funding program. We can use these funds to improve the appearance of SRP's facilities within our corporate limits. Staff is reviewing recent program changes and how possible annexations might add new SRP territory and facilities. Staff will present this matter to Council for discussion and direction in the future.

- Staff continues to work on several Town of Florence Development Code text amendments.
- Recent discussions with ADOT indicating that the ADOT NS Corridor options are looking like high potential alignment options for future passenger rail alignments. Will continue to stay engaged in this project to promote passenger rail opportunities that benefit Florence and this region.
- February and March ADOT N-S Corridor agency meetings were cancelled. Fortunately, ADOT held an N-S Corridor agency meeting in April. It now looks like the final draft ADOT N-S Corridor ASR (Alternative Selections Report) will not be released until the end of this year. The ASR will include the preferred Florence corridor options, but will also include some options that Town and local stakeholders will continue to oppose. There is discussion now about how the results of a current toll feasibility study could impact the next stages of the project environmental analysis and whether ADOT pursues the final delineation of a N-S Corridor (1,500' wide) or the actual N-S alignment (closer to 600' wide).
- Implemented new SmartGov permitting software and had in-house training opportunities for several Town departments. Program is up and running.
- Working with CAG on socio-economic aspects of current Regional Transportation Plan (RTP) project. Kick-off meeting of the reformed Pop-Tac group is set for April.
- The Director had a meeting with the Pinal County Planning Director to discuss land planning issues in the region.
- The Director attended an all day Floodplain Management Association training sponsored by the Arizona Flood Plain Manager's Association on March 27th.
- Code compliance is ongoing and includes dealing with an abundance of abandoned structures, hoarding issues, unsafe pools, squatters and various life safety issues. Also recently worked with the Police Department on an unhealthy premise situation where elderly residents had to be removed due to unhealthy living conditions, including a bed bug infestation.
- The Director is working with other staff on Brunenkant building issues.
- In April the Director will be representing the Town and the Arizona Chapter of the American Planning Association (APA) at the upcoming National APA conference in Chicago. This will be the Director's first National meeting as Chapter President and several Chapter President and leadership meetings are planned along with several days of professional training opportunities. The majority of the expenses related to this event are being covered personally and by the Arizona Chapter of the APA.

TOWN OF FLORENCE Building Permits for 2005 Thru 2013

Month	SFR 2005	SFR 2006	SFR 2007	SFR 2008	SFR 2009	SFR 2010	SFR 2011	SFR 2012	SFR 2013	M/F 2005 thru 2013	M/F 2013	M/H 2005	M/H 2006	M/H 2007	M/H 2008	M/H 2009	M/H 2010	M/H 2011	M/H 2012	M/H 2013	C/I 2005	C/I 2006	C/I 2007	C/I 2008	C/I 2009	C/I 2010	C/I 2011	C/I 2012	C/I 2013	Other 2005	Other 2006	Other 2007	Other 2008	Other 2009	Other 2010	Other 2011	Other 2012	Other 2013
Jan.	1	6	29	51	1	20	4	7	20	0	0	1	3	4	3	1	2	1	1	0	0	0	1	5	0	0	1	0	0	30	13	28	23	42	33	32	32	35
Feb.	3	53	27	46	0	23	5	7	10	0	0	0	4	5	3	2	3	0	2	0	0	1	2	2	3	3	0	2	0	21	3	27	28	22	33	22	30	27
Mar.	13	51	58	48	3	29	5	8	20	0	0	3	6	6	4	2	1	2	0	2	0	4	3	3	5	1	2	1	1	16	20	32	29	44	12	34	30	48
April	2	38	36	50	23	17	26	4		0	0	2	9	5	1	0	1	4	0		0	1	2	7	1	4	3	2		12	10	16	30	48	29	32	20	
May	1	50	53	53	33	24	16	20		0	0	3	13	1	0	1	1	1	1		0	3	3	9	1	0	2	1		12	10	26	14	14	28	31	33	
June	5	90	52	52	28	23	11	22		0	0	4	4	2	0	2	2	1	0		0	2	2	1	2	1	4	0		19	12	21	33	27	33	23	35	
July	3	32	54	57	35	15	5	12		0	0	2	5	1	0	0	1	0	0		0	2	3	2	1	0	6	6		9	16	22	36	26	14	17	24	
Aug.	0	19	32	38	16	6	13	12		0	0	1	1	3	0	0	0	1	0		0	0	0	9	3	1	1	1		5	10	28	27	28	15	19	23	
Sept.	35	6	1	31	10	6	7	14		0	0	2	2	1	0	1	0	0	0		1	1	3	2	1	0	6	0		11	16	9	38	23	20	17	18	
Oct.	2	16	21	23	11	5	7	12		0	0	4	6	2	2	0	0	0	2		5	4	2	2	2	1	1	0		17	16	30	56	21	20	18	40	
Nov.	2	20	17	18	24	5	8	8		0	0	4	2	2	1	0	3	1	0		9	1	3	4	2	0	0	1		19	35	16	30	33	37	41	33	
Dec.	33	26	31	0	17	0	5	12		0	0	2	7	4	1	3	0	1	0		2	2	1	1	1	2	2	0		57	27	18	20	25	23	31	42	
Total	100	407	411	467	201	173	112	138	50	0	0	28	62	36	15	12	14	12	6	2	17	21	25	47	22	13	28	14	1	228	188	273	364	353	297	317	360	110

1. SFR = New Single Family Residential Homes

2. M/F = New Multi-Family Residential (duplexes, triplexes, apartments, etc.)

3. M/H - Manufactured Homes, Mobile Homes and Park Models

4. C/I = Commercial/Industrial New/Tenant Improvements

5. Other = Pools, Sheds, Fences, Signs, etc.

**MUNICIPAL COURT
MEMORANDUM**

TO: CHARLES MONTOYA TOWN MANAGER
FROM: KATHERINE KAISER, MAGISTRATE
RE: MARCH 2013 MONTHLY REPORT
DATE: APRIL 2013



March was another strong month. The Court has stayed busy taking in money and entering citations.

In the coming months, the Police Department wants to start citing animal control citations into this Court, which will add more citations and revenue.

ADDITIONAL MONIES COLLECTED FROM COLLECTION AGENCY
AND ARIZONA STATE TAX INTERCEPTION: YEAR 2013 TOTALS

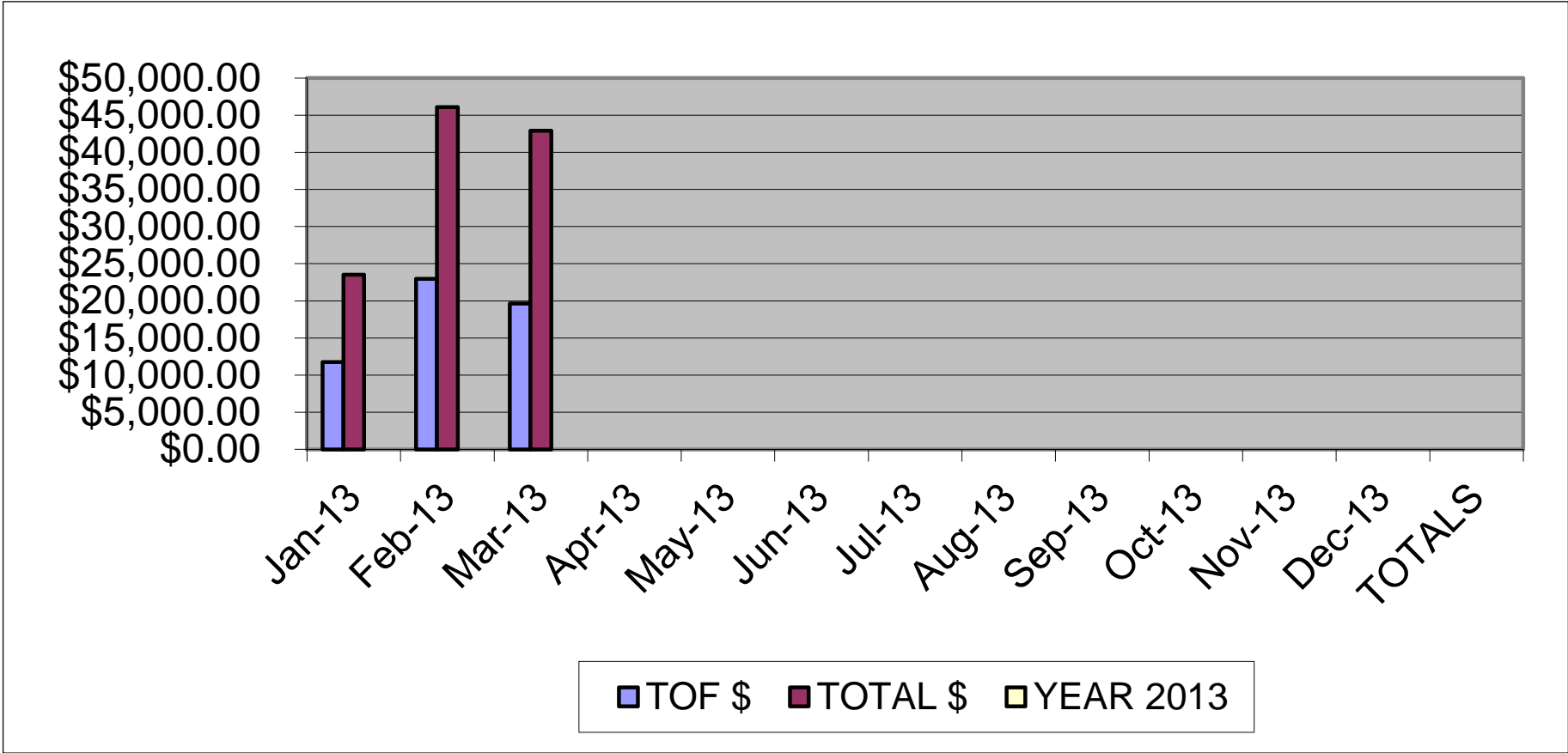
VCS COLLECTIONS	F.A.R.E./T.I.P.S.
\$1,1490.00	\$52,709.60

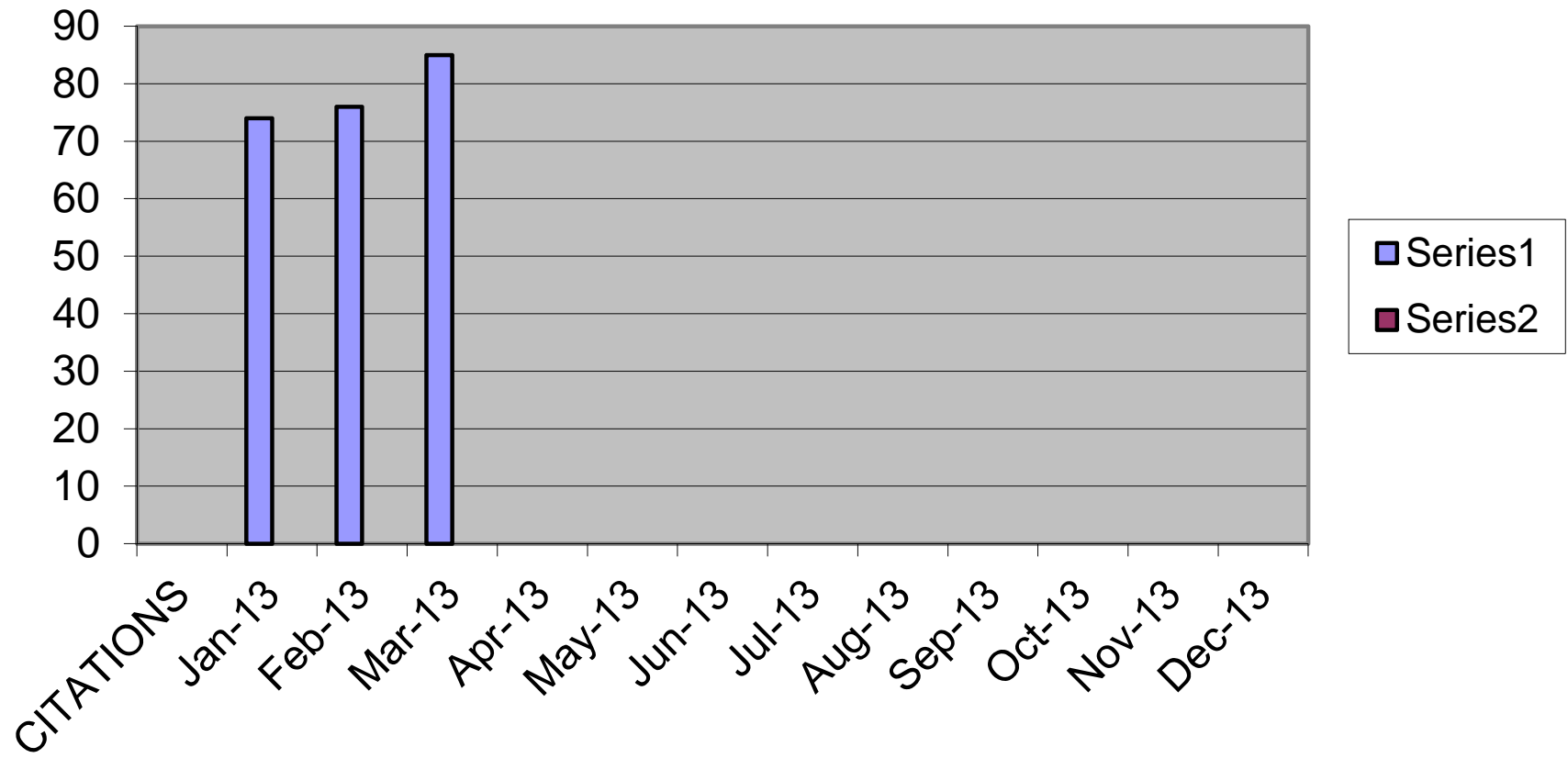
MONEY COLLECTED FOR VICTIM RESTITUTION: YEAR 2013
TOTAL

\$3,317.56

MONEY COLLECTED FOR FLORENCE POLICE DEPARTMENT FOR
DRIVING ON A SUSPENDED LICENSE AND THE NEW \$4
ASSESSMENT: YEAR 2013 TOTAL

\$3,097.45





Memo

To: Charles Montoya, Town Manager
Lisa Garcia, Deputy Town Manager

From: Rebecca Guilin, Finance Director

Date: April 15, 2013

Re: Finance Department Report

Finance Department Update

Residential Construction

The month of March resulted in 20, new residential housing building permits issued in Anthem. This is in comparison to 10 in February. Total for the fiscal year is 120. We have based our budget on 120 new residential homes this fiscal year and are at 100% of estimated homes. We are increasing the estimate to 150 to end June 30, 2013.

Other

Infrastructure Improvement Plan/Development Impact Fee Study

A public hearing is scheduled on May 20, 2013 to receive public comment on the Infrastructure Improvement Plan and the Land Use Assumptions.

Utility Increases

On May 6, 2013, a public hearing will be held to receive public comments on the utility rate increases proposed for July 1, 2013. The actual adoption of the ordinance, if approved, will be May 20, 2013.

We have sent out a notification with the utility bills to notice customers of the rate increases.

Budget

We are completing the draft document in the next week. Council will be presented the budget after final review has taken place.

Other Matters

We are working with Public Works Department and Jess Knudson, Assistant Town Manager, to transition the sanitation services over to the private provider. This is requiring additional work in the Finance Department, and has resulted in an addition of an Office Assistant to be the main contact person in Finance for this.

Memorandum

Date: April 15, 2013
To: Charles Montoya, Town Manager
From: Rebecca A. Guilin, Finance Director
Subject: Departmental Report - March 31, 2013

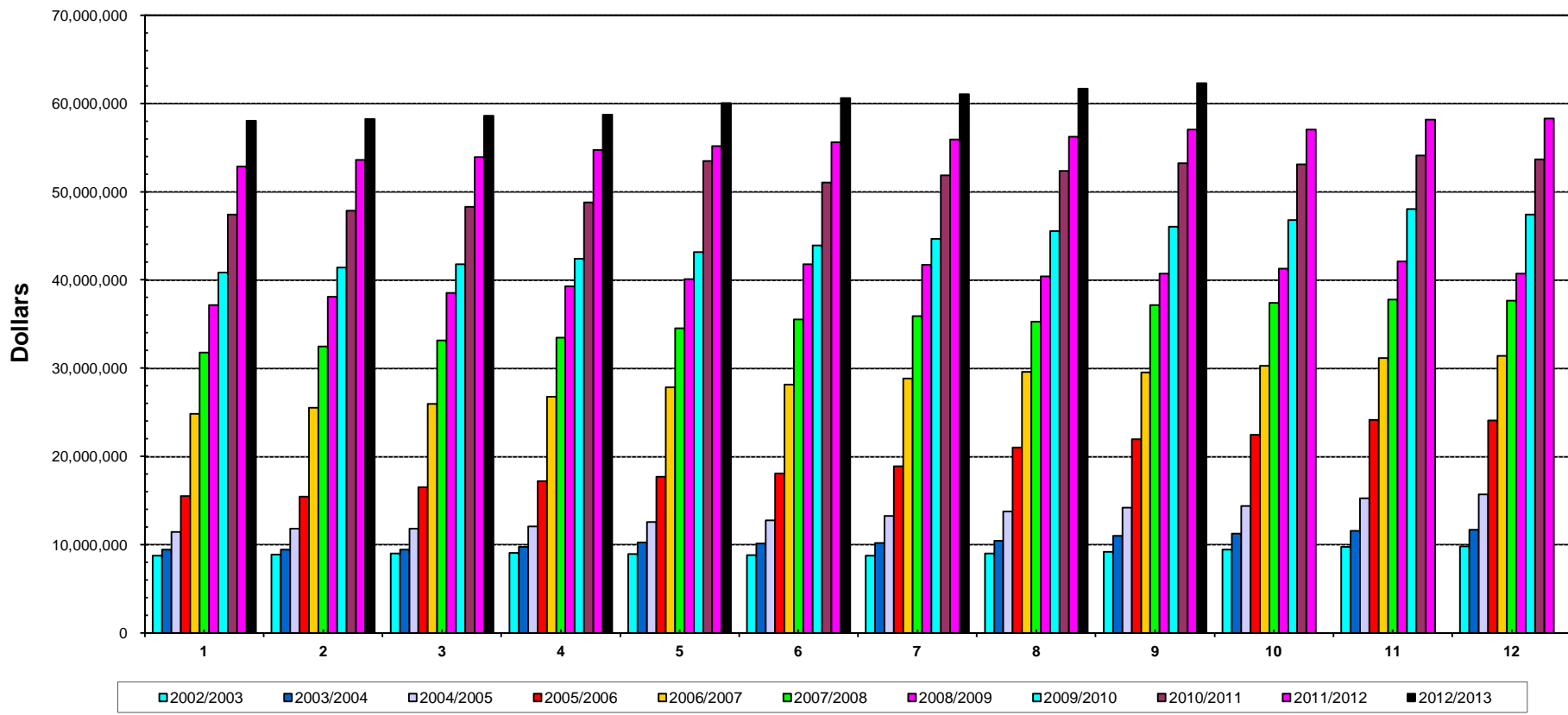
The month of March represents 75% of the fiscal year. The following chart compares the FY 2012-2013 actual revenue & expenses to the budget amounts for the Town's major Funds.

Fund Name	Year to Date Revenue Actual FY 12-13	Revenue Budget FY 12-13	% Actual to Budget	Year to Date Expense Actual FY 12-13	Expense Budget FY 12-13	% Actual to Budget
General	\$7,973,158	\$11,082,514	71.94%	\$7,696,088	\$12,545,596	61.34%
Capital Improvement	\$1,867,846	\$2,447,414	76.32%	\$2,183,758	\$5,662,948	38.56%
Highway Users Tax	\$1,615,402	\$4,043,873	39.95%	\$1,551,259	\$6,058,200	25.61%
Construction Tax - 4%	\$80,464	\$130,000	61.90%	\$260,913	\$0	0.00%
Food Tax - 2%	\$44,755	\$102,462	43.68%	\$0	\$1,335,000	0.00%
Town Water	\$1,970,308	\$3,388,075	58.15%	\$984,234	\$6,849,933	14.37%
Town Sewer *	\$2,461,066	\$5,338,950	46.10%	\$1,322,141	\$5,827,259	22.69%
Sanitation	\$883,467	\$1,154,100	76.55%	\$518,091	\$771,157	67.18%
Total	\$16,896,465	\$27,687,388	61.03%	\$14,516,484	\$39,050,093	37.17%

This month reports are indicating the current revenue and expense percentage's year to date as compared to budget

* An operating transfer for \$4,444,856 was made out of the General Fund into the CIP funds.

**TOWN OF FLORENCE
MONTHLY CASH POSITION - ALL FUNDS**



INVESTMENT REPORT - TOWN OF FLORENCE

	FISCAL YEAR - 2012						2013					
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Cash Accounts												
Cash in Bank-Nat	\$8,664,018	8,835,007	9,274,175	9,363,954	10,703,019	11,241,813	11,666,945	12,262,771	13,062,364			
TOF-P/D Evidence	\$4,674	4,587	4,597	4,968	4,734	4,735	4,735	4,815	4,444			
LGIP InvestmentsP5	\$31,047	31,053	31,059	31,066	31,071	31,077	8,876	8,876	8,876			
LGIP InvestmentsP7	\$8,870	8,871	8,872	8,873	8,874	8,875	46,948	46,954	46,962			
S&Y Investment	\$49,310,922	49,344,005	49,299,159	49,302,504	49,298,646	49,317,617	49,300,471	49,347,723	49,178,980			
Total cash	58,019,530	58,223,522	58,617,862	58,711,365	60,046,344	60,604,117	61,027,974	61,671,139	62,301,626	0	0	0
Monthly yield												
National Bank	0.0500%	0.0500%	0.0500%	0.0500%	0.0500%	0.0500%	0.0500%	0.0500%	0.0500%			
LGIP-5953	0.2200%	0.2300%	0.2500%	0.2100%	0.2500%	0.2300%	0.1800%	0.1700%	0.1800%			
LGIP-7256	0.1100%	0.1100%	0.1500%	0.1500%	0.1500%	0.1400%	0.1000%	0.0800%	0.1000%			
S&Y Investment Av	1.1400%	1.1400%	0.9200%	0.8800%	0.8800%	0.8700%	0.8400%	0.8400%	1.0400%			

General Fund Report
Fiscal Year 2012-2013
Reported through March 31, 2013
75% of Fiscal Year Lapsed

Year to Date Revenue Collections by Category

Category	Budget	Actual	Actual to Budget
Taxes	2,569,095	\$1,919,456	74.7%
Licenses and Permits	223,000	\$276,345	123.9%
Franchise Fees and Taxes	390,000	\$210,365	53.9%
Intergovernmental	5,849,888	\$4,042,464	69.1%
Charges-General Government	74,000	\$23,762	32.1%
Miscellaneous	38,500	\$46,122	119.8%
CE Inspection Fees	40,000	\$76,534	191.3%
Civil Engineering Fees	50,000	\$83,800	167.6%
Community Development Fees	47,000	\$103,795	220.8%
Cemetery Fees	11,000	\$16,976	154.3%
Public Safety-Police	172,800	\$116,410	67.4%
Public Safety-Fire	43,500	\$65,711	151.1%
Parks and Recreation	64,900	\$40,048	61.7%
Library	65,000	\$4,719	7.3%
Seniors	18,600	\$15,618	84.0%
Fines and Forfeits	140,200	\$125,323	89.4%
Interest Earnings	100,000	\$8,038	8.0%
Downtown Redevelopment	2,000	\$5,851	292.5%
Government Access Channel	6,200	\$4,967	80.1%
Operating Transfer	1,176,831	\$786,856	66.9%
Total	\$11,082,514	\$7,973,158	71.94%

Year to Date Expenditures by Department

Department	Budget	Actual	Actual to Budget
Council	137,361	\$86,495	63.0%
Administration	604,770	\$415,565	68.7%
Courts	264,044	\$165,735	62.8%
Town Attorney	181,685	\$131,546	72.4%
Finance	666,265	\$501,394	75.3%
Grants	79,765	\$47,566	59.6%
Human Resources	184,310	\$128,510	69.7%
Community Development	571,110	\$309,610	54.2%
Police Services	3,782,085	\$2,326,069	61.5%
Fire Services	2,358,522	\$1,608,082	68.2%
Information Technology	606,810	\$352,992	58.2%
Parks & Recreation Services	1,461,569	\$919,365	62.9%
Library	327,820	\$218,605	66.7%
Engineering	144,450	\$76,781	53.2%
Facility Maintenance	74,475	\$36,716	49.3%
General Government	497,300	\$227,874	45.8%
Cemetery	27,400	\$9,807	35.8%
Economic Development	569,355	\$133,375	23.4%
Operating Transfers	6,500	\$4,444,856	68382.4%
Total	\$12,545,596	\$12,140,945	96.77%

**Development Impact Fees
Collections for Fiscal Year 2012-2013
March 31, 2013**

Fee Fund	Fund Balance	Interest	Collected	Transfers	Use	Fund Balance
596 Florence Water	100,094	92			1,795	98,391
597 Florence Sewer	344,435	324	2,053		1,795	345,016
598 North Florence Water	11,405	8	0		1,795	9,617
599 North Florence Sewer	14,059	11	0		1,795	12,274
501 Sanitation	47,625	42	0		1,795	45,873
505 Transportation	553,921	641	73,918		1,795	626,685
506 General Government	1,460,547	115	0	(243,564)	1,795	1,215,303
508 Police	137,541	(386)	109,819	245,324	195,959	296,338
509 Fire/EMS	1,706,526	1,783	124,551		48,485	1,784,375
510 Parks	1,070,051	1,186	103,085		1,795	1,172,526
511 Library	798,903	754	0		1,795	797,862
Total Development Impact Fees	\$6,245,107	\$4,571	\$413,425	\$1,759	\$260,602	\$6,402,500

Grants Division

Monthly Activity Report

April 2013

Prior Fiscal Years						
--------------------	--	--	--	--	--	--

1 2004 Main Street Streetscape Project
Project TEA-FLO-0(004)A

The Town was previously awarded a **\$500,000** TEA-21 grant from the Federal Highway Administration through ADOT, to perform enhancements on north Main Street in order to revitalize the local economy along this right-of-way corridor.

The first draft of the Joint Participant Agreement (JPA) was sent to the Town by ADOT in April.

Current Phase:	1. Council Approved	2. Pre- App	3. App Submitted	4. Award / Denial Notif.	5. Grant Contract	
	6. Constructn. Contract	7. Project	8. Reimburse.	9. Pending	10. Closeout	11. Closed

Project Manager:

Wayne Costa, Public Works Director

Contract Administrator:

Lisa Padilla, Grants Coordinator

Administration Contracted Out: CAG - Application

Grant Amt	500,000
Town Match	39,681
Expenditures	(94,964)
Fund Bal	444,717

2 2010 Community Development Block Grant (CDBG) - Water Wells Generators
Contract 110-11

The Town received a Community Development Block Grant (CDBG) award in the amount of **\$279,270** in 2010, for purchase and installation of diesel generators on water wells #1 and #5. The generators will ensure the Town has an assured power supply to run the water wells (as well as its hydrants) at full capacity even during extended power outages. The construction contract was awarded to Felix Construction.

Final reimbursement has been received. The project is complete, and the grant is in the Closeout phase.

Current Phase:	1. Council Approved	2. Pre- App	3. App Submitted	4. Award / Denial Notif.	5. Grant Contract	
	6. Constructn. Contract	7. Project	8. Reimburse.	9. Pending	10. Closeout	11. Closed

Project Manager:
Wayne Costa, Public Works Director
Contract Administrator:
Lisa Padilla, Grants Coordinator

Grant Amt	279,270.00
Town Match	125,000.00
Expenditures	373,052.42)
Fund Bal	31,217.58

Administration Contracted Out: CAG - Labor Standards

**3 2011 State Special Projects Grant (SSP) – Downtown ADA Improvements
Curb Cuts**

Contract 111-12

The Town has been awarded a State Special Project Grant from the Arizona Department of Housing (ADOH) to install ADA Curb-cut ramps in the downtown Main Street area in the amount of **\$300,000**. These ramps are necessary to meet federal ADA requirements. This grant requires matching funds from the HURF fund in the amount of \$118,810.

Bid results are ready for release, and contract approval is scheduled for the May 20 Council meeting.

Current Phase:	1. Council Approved	2. Pre-App	3. App Submitted	4. Award / Denial Notif.	5. Grant Contract	
	6. Constructn. Contract	7. Project	8. Reimbmt.	9. Pending	10. Closeout	11. Closed

Project Manager:
Wayne Costa, Public Works Director
Contract Administrator:
Lisa Padilla, Grants Coordinator

Grant Amt	300,000.00
Town Match	118,810.00
Expenditures	(15,843.48)
Fund Bal	402,966.52

Administration Contracted Out: CAG - Labor Standards

Current Fiscal Year

**1 2012 High Intensity Drug Trafficking Alliance (HIDTA) 22
COT Grant Number HT12-2226**

The Town was awarded a grant in the amount of **\$63,771**, from the HIDTA-22 program (federal funds) for a police officer to participate as a member of the Pinal County Narcotics Task Force. This grant is administered by the Tucson Police Department.

The HIDTA-22 grant award has been increased by \$10,000 (from \$63,000).

Current Phase:	1. Council Approved	2. Pre- App	3. App Submitted	4. Award / Denial Notif.	5. Grant Contract	
	N/A 6. Constn. Contract	7. Project	8. Reimbmnt. Ongoing	9. Pending	10. Closeout	11. Closed

Project Manager:
Tucson Police Department
Contract Administrator:
Yvonne Kube, Accountant

Grant Amt	73,771.00
Town Match	
Expenditures	(74,184.46)
<u>Fund Bal</u>	<u>(413.46)</u>

2 2012 Certified Local Government Grant (CLG)

The Town has been awarded a Certified Local Government Grant (CLG) program in the amount of **\$5,000** in order to pay for the architectural services to place some existing properties on the National Register of Historic Places. The Town is matching funds in the amount of \$5,000, which were required as part of this application. The total project cost is estimated at \$10,000.

The Town received a signed contract from SHPO in November. Next steps: distribute an RFP for the procurement of an architect.

Current Phase:	1. Council Approved	2. Pre- App	3. App Submitted	4. Award / Denial Notif.	5. Grant Contract	
	6. Architect Contract	7. Project	8. Reimbmt.	9. Pending	10. Closeout	11. Closed

Project Manager:
Community Development Department
Contract Administrator:
Lisa Padilla, Grants Coordinator

Grant Amt	5,000.00
Town Match	5,000.00
Expenditures	
<u>Fund Bal</u>	<u>10,000</u>

3 2012 Arizona FFY 2013 Highway Safety Plan GOHS (formerly AHSP)

The Town was awarded a Governor's Office of Highway Safety (GOHS) - formerly AHSP - grant in the amount of **\$5,000**, which will allow for overtime costs. There are no matching funds required for this application.

Signatures from the Town have been obtained for the grant agreement and the grant program began Nov. 1. Activity on the grant has been completed for quarters #1 and #2, and is currently in quarter #3 of the federal fiscal year 2013. Nearly 50% of reimbursement has been received.

Current Phase:	1. Council Approved	2. Pre- App	3. App Submitted	4. Award / Denial Notif.	5. Grant Contract	
	6. Constructn. Contract, N/A	7. Project	8. Reimbmt.	9. Pending	10. Closeout	11. Closed

Project Manager:
Police Department

Contract Administrator:
Lisa Padilla, Grants Coordinator

Grant Amt	5,000.00
Town Match	
Expenditures	(2,449.25)
Fund Bal	2,550.75

4 2012 Tohono O’odham Nation

The Town has received a 12% gaming grant from the Tohono O’odham Nation in the amount of **\$47,360.66**. The funds will be used for repairs and painting of exterior walls of the American Legion building. There are no matching funds for this grant. Notification of award was made Aug. 31. The grant contract has been signed, and planning for the project has begun between staff and the American Legion.

The project is in the bid review phase. Next steps: select contractor and sign contract.

Current Phase:	1. Council Approved	2. Pre- App	3. App Submitted	4. Award / Denial Notif.	5. Grant Contract	
	6. Service. Contract	7. Project	8. Funding Received	9. Pending	10. Closeout	11. Closed

Project Manager:
Mark Eckhoff, Community Development

Contract Administrator:
Lisa Padilla, Grants Coordinator

Grant Amt	47,360.66
Town Match	
Expenditures	-
Fund Bal	47,360.66

5 2012 Gila River Indian Community

The Town was awarded a 12% gaming grant from the Gila River Indian Community in the amount of **\$63,801.85**, for the purchase of an exhaust capture and filtration system for Fire Station No. 549 (downtown). There are no matching funds for this application. Notice of award was made on Oct. 24. Acceptance of the funds for this grant was adopted at the November Council meeting. Purchase was approved by Council, Jan. 22, a requisition made, a purchase order issued, and manufacture of the unit ordered.

Current Phase:	1. Council Approved	2. Pre-App	3. App Submitted	4. Award / Denial Notif.	5. Grant Contract	
	6. Equipment P.O.	7. Purchase	8. Funding Received	9. Pending	10. Closeout	11. Closed

Project Manager:
Fire Department

Contract Administrator:
Lisa Padilla, Grants Coordinator

Grant Amt	63,801.85
Town Match	
Expenditures	-
<u>Fund Bal</u>	<u>63,801.85</u>

SUBMITTED GRANTS

1 2012 Community Development Block Grant (CDBG)

A grant application was submitted on Sept. 4. The application was to meet the CDBG Historic Preservation National Objective by repairing certain parts of the Florence Woman's Club. The Town is entitled to receive **\$208,551** in CDBG funding for 2012. The Town Council re-adopted a resolution to use CDBG funding on the Woman's Club project in September.

The Town was denied funding for this project via a letter of notification from the Arizona Department of Housing, dated Oct. 31. Staff attended an Informal Settlement Conference at the ADOH offices in Phoenix, Jan. 9, and ADOH is sent a written document on Jan. 23, a list of action items to be completed for resubmittal of the application by Feb. 22.

The revised application was submitted Feb. 22. Grant application was denied March 8.

Current Phase:	1. Council Approved	2. Pre-App	3. App Submitted	4. Award / Denial Notif.	5. Grant Contract	
	6. Constructn. Contract, N/A	7. Project	8. Reimbmt.	9. Pending	10. Closeout	11. Closed

Project Manager:

Lisa Padilla, Grants Coordinator

Contract Administrator:

Lisa Padilla, Grants Coordinator

Administration Contracted Out: CAG - Application

2 2013 Off Highway Vehicle, State Parks Grant

The Town submitted an application, but was denied, to Arizona Department of State Parks for a grant to purchase ATV's for the Florence Police Department in the amount of **\$16,000**. Grant application was denied.

Current Phase:	1. Council Approved	2. Pre- App	3. App Submitted	4. Award / Denial Notif.	5. Grant Contract	
	6. Equipment P.O.	7. Project	8. Reimbmt.	9. Pending	10. Closeout	11. Closed

Project Manager:

Fire Department

Contract Administrator:

Lisa Padilla, Grants Coordinator

- 3 2014 Arizona Highway Safety Plan GOHS** The Town submitted an application, in the amount of **\$94,000**, for a grant to purchase equipment for the Police Department to enforce speed and DUI. Equipment: 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.

Current Phase:	1. Council Approved	2. Pre- App	3. App Submitted	4. Award / Denial Notif.	5. Grant Contract	
	6. Service Contract, N/A	7. Project	8. Reimbmt.	9. Pending	10. Closeout	11. Closed

Project Manager:

Police Department

Contract Administrator:

Lisa Padilla, Grants Coordinator

- 4 2013 State Special Projects Grant (SSP) – Owner Occupied Housing Rehabilitation**
The Town is in the process of getting Council approval to apply for 2013 CDBG/SSP funding from ADOH for Owner Occupied Housing Rehabilitation for up to **\$300,000**. One public hearing was held Dec. 12. A second public hearing was held at the March 4 Council meeting, and Housing Rehabilitation was selected as the Town's project.

Current Phase:	1. Council Approved	2. Pre- App	3. App Submitted	4. Award / Denial Notif.	5. Grant Contract	
	6. Constructn. Contract, N/A	7. Project	8. Reimbmt.	9. Pending	10. Closeout	11. Closed

Project Manager:

Fire Department

Contract Administrator:

Lisa Padilla, Grants Coordinator

5 2014 Governor's Office of Highway Safety (GOHS)– DUI & Unsafe Driver Enforcement

The Town submitted an application, in the amount of **\$10,000**, for a grant to fund overtime funding for placing more officers on the streets, and to purchase five Portable Breath Testing Devices.

Current Phase:	1. Council Approved	2. Pre-App	3. App Submitted	4. Award / Denial Notif.	5. Grant Contract	
	6. Constructn. Contract, N/A	7. Project	8. Reimbmt.	9. Pending	10. Closeout	11. Closed

GRANT FUNDS TOTALS

Prior Years funds for Active Grants	\$1,079,270.00
FY 2012-13 funds for Active Grants	\$194,933.51
Total Grant funds awarded for Active Grants	\$1,274,203.51
Total Grant funds requested in Submitted Applications	\$628,551.00

Fire Department

MEMORANDUM

DATE: April 19, 2013

TO: Charles Montoya, Town Manager

FROM: Mike Duran, Interim Fire Chief

SUBJ: Summary of March 02013 and Plans for April 2013

The fire responses for 2013-2011 are as follows:

Type of Calls	2013		2012		2011	
	<i>Mar</i>	<i>YTD</i>	<i>Mar</i>	<i>YTD</i>	<i>Mar</i>	<i>YTD</i>
Brush Fires	3	9	2	4	1	2
Structure Fires	1	4	0	2	0	4
Vehicle Fires	0	1	0	2	0	3
Trash Fires	4	6	1	4	0	1
EMS	205	556	124	351	114	299
HazMat	1	7	0	3	5	13
Electrical Arching	1	2	1	2	0	2
Police Asst./Public Asst.	9	22	2	13	3	7
Unauthorized Burning	1	1	0	0	1	1
Good Intent	0	0	0	0	0	0
Controlled Burning	0	2	1	3	1	4
False Alarm/System Malfunction	3	10	3	14	6	8
Emergency Stand by (move up)	103	266	32	65	3	87
Other Calls	23	98	51	96	17	45
TOTALS	354	991	217	558	151	476

Summary of March

Training:

- **Conducted monthly Captains Meeting**
- **Conducted Fire Recruit Interviews**
- **Three Fire recruits completed annual training and promoted to Firefighter Reserve**
- **Conducted a Department Fire Critique of the Caliente Fire – 401 E. Palo Verde**
- **Implemented a Department Officer Development Training Program**
- **Establishing a Department Operational Training Program**
- **Establishing a Department Professional Standards Training Committee**
- **On-going Communication/Dispatch training and liaison with PD Dispatch**
- **Completed annual Department Operator Certification evaluations**
- **Conducted a monthly service evaluation meeting with Southwest, per contractual agreement**
- **Conducted a Quality Assurance Meeting with base hospital (Gilbert Hospital)**
- **Ongoing evaluation of cardiac defibrillator monitors**

Maintenance:

- **Reinstated Apparatus and Facilities preventative Maintenance Programs**
- **Established an ongoing apparatus maintenance schedule with Apache Junction Fire Shop**
- **Conducted bi-weekly Apparatus Inspections**
- **Conducted bi-weekly Facility Inspections**
- **Ongoing Self Contained Breathing Apparatus (SCBA) maintenance**

Administration:

- **Hired four applicants to Fire Recruit**
- **Fire Station 02 contract finalized**
- **Public Education Class initiated with Caliente & Florence Garden communities**
- **Country Thunder Incident Action Plans completed**
- **Staffed Emergency Unit for CAC Rodeo Special Event and Anthem Spring Festival**
- **Hosted Pinal County Fire Chiefs Quarterly Meeting at Fire Station 01**

Plans for April

Training:

- **Conduct Monthly Captains Meeting**
- **Continue developing Officer Development Training Program**
- **Ongoing Operational Training – April 17, 2013, Operations Training Class at Fire Station 01 presented by Phoenix Fire Department Staff**
- **Continue to develop joint company training program with Rural Metro**
- **Research and develop ventilation training class with Firefighting Southwest Concepts, LLC.**
- **Reinstate minimum company standards for Fire companies**
- **Review Regional Fire Communications Operations manual**
- **Complete and finalize the cardiac defibrillator monitor evaluation**

Maintenance:

- **Complete bi-weekly apparatus Inspections**
- **Complete bi-weekly facility Inspections**
- **Complete apparatus inventory for all department apparatus**

Administration:

- **Complete IT project for Fire Station 01 Multi-Purpose room**
- **Continue working with Public Works on Fire Station 01 CIP driveway project**
- **Ongoing design meetings for new Fire Station 02**
- **Maintain partnerships with automatic and mutual aid agencies**

Florence Community Library

March 2013

March Statistics

- 7,891 Patrons visited the library in March
- 73 Library cards were issued
- 10,012 Total items were circulated
- 1,638 Patrons signed up for use of the computers
- 289 Person(s) attended 18 program(s) presented by the library
- 6 Classes were held in the library
- 230 FHS students visited the library on a pass
- 2 Person(s) volunteered 6.75 hour(s)

Meetings and Events

- 03/05/13 Coffee Club
- 03/06/13 Evening Book Club
- 03/08/13 Visit from author Diana Gabaldon
- 03/12/13 Morning book Club
- 03/13/13 Friends of the Library meeting
- 03/14/13 Head Start class visits
- 03/14/13 Florence Preschool class visits
- 03/18/13 "Riding with the Duke - John Wayne in Arizona" program
- 03/18/13 –
- 03/20/13 Rose Bebris attended "Small and Rural Libraries Planning Workshop" presented by the Arizona State Library
- 03/18/13 –
- 03/29/13 FUSD Spring Intersession
- 03/26/13 Rose Bebris attended eReader training presented by the Arizona State Library

16th Annual Bookmark Contest Winners

The Florence Community Library would like to take this opportunity to thank all of the librarians, teachers, and students who participated in the 16th Annual Bookmark Design Contest. The winners and their families were honored at the Bookmark Awards Ceremony on Friday, April 12, 2013, at 6:00 p.m.

1st Place Winner	Daylon Aguilar	10th Grade	Poston Butte
2nd Place Winner	McKenna Wright	9th Grade	Poston Butte
3rd Place Winner	Cheyenna Yost	11th Grade	Poston Butte

Honorable Mention: Logan Meyer, Circle Cross Ranch; Addison Cluff, Anthem; Guage Froman, Florence K-8; Bella Sergio, Circle Cross Ranch; Kaya Smith, Skyline Ranch; Miki Ysaguirre, Florence K-8; Hannah Demeter, Skyline Ranch; Taylor Lujan, Walker Butte; Savannah Klotz, Walker Butte; Madison Nelson, Poston Butte; Caitlin Thomas, Poston Butte; Katelyn Peterson, Poston Butte, Natasha Sichling, Florence H.S.

All entries are displayed at the library through the month of April. The winning bookmark is available at the main desk of the Florence Community Library free of charge while supplies last.

Memorandum



To: Charles Montoya, Town Manager
From: Ray Hartzel, Parks & Recreation Director
Date: May 6, 2013
Re: March 2013 Department Report

March began with preparation for the ever-popular “Reel Kids Fishing Derby.” This free event offers the community a chance to fish and camp overnight at Heritage Park. For many children, it is their only opportunity to go fishing or sleep outside. Unfortunately, a storm forced us to cancel the event that was to take place on March 8th, 2013. Heavy rain, wind, and lightning caused the park to be a muddy and unsafe place. The Department decided to cancel the Derby, but it will be rescheduled for a new date in April.

March was also a time to welcome spring. Spring Intersession began with the Florence School District, so the Department once again offered our all-day intersession program. The children had the opportunity to participate in games, crafts, and other fun activities. They also attended a Chicago Cubs spring training game against the Texas Rangers. They also hiked San Tan Mountain and enjoyed lots of time in nature.

The Dorothy Nolan Senior Center also made the most of the great weather by offering lots of fun trips and activities. The seniors also attended a spring training baseball game in Mesa. They also enjoyed a trip to Old Tucson and dinner at P.F. Chang’s Restaurant. They also enjoyed a St. Patrick’s Day luncheon and an Easter Party.

On Friday, March 29th, 2013, the Department hosted its second annual “Easter Eggstravaganza.” This event was free to the public and featured lots of fun activities. “Hip Hop the Easter Bunny” was there to dance and take photographs with the children. There was also a cookie walk, games, prizes, egg decorating, and a large Easter egg hunt! Spring is always a great time for the Parks and Recreation Department!

Please take the time to review the following division reports: Recreation, Fitness Center, Parks Maintenance, and Senior Center. Thank you.

**Parks and Recreation Department
Divisions Report
March 2013**

Recreation Programs

Recreation Programs	Participants	Volunteers	Comments
Adult Open Gym	140/*18	0	*Average number per night
After School Program	12	0	Estimated Revenue: \$1,695
Bars, Bands, & Balls	12	0	Estimated Revenue: \$60
Boo Yah Bunch	14	0	Estimated Revenue: \$420
Cubs Spring Training	12	0	Estimated Revenue: \$70
Iddie Biddie Kiddies	8	1	Estimated Revenue: \$200
Jr. NBA League	87	10	Estimated Revenue: \$2,610
Main Street Milers	10	0	Estimated Revenue: \$0
Rooster Cogburn Trip	18	0	Estimated Revenue: \$144
San Tan Mountain Trip	8	0	*Free trip (Intersession)
Spring Break Week 1	7	0	Estimated Revenue: \$240
Spring Break Week 2	8	0	Estimated Revenue: \$330
Teen Open Gym	58/*7	0	*Average number per night
To The Core Class	10	0	Estimated Revenue: \$30
Tone Teens	5	0	Estimated Revenue: \$25

Facility Use Permits

Number of Facility Use Permits	Estimated Number of Participants
14	715

Fitness Center

Fitness Package Sales	New	Renewed	Total	Revenue
Active Military Discount	4	0	4	\$60.00
CCA Employee Rate	0	3	3	\$45.00
Daily Fitness Pass	7	0	7	\$35.00
Employee Membership	4	0	4	\$0.00
GEO Employee Rate	3	7	10	\$150.00
Resident Monthly Pass	24	36	60	\$1,080
Senior Non-Resident Pass	0	2	2	\$36.00
Senior Resident Monthly	7	20	27	\$324.00
Resident 6 Month Pass	1	0	1	\$90.00
Senior Resident 6 Month	0	1	1	\$60.00
Non-Resident Monthly	0	0	0	\$0.00
Total New Males/Females	50	69	119	\$1,880.00

***Estimated member sign-ins throughout the month: 1,626**

***Membership new sales: 50**

***Membership package renewals: 69**

***Total membership packages: 119**

***Fitness revenue for all sales: \$1,920.00**

Park Maintenance

Area	Work	Occurrence	Comments
Arriola & Jacques Square	Maintenance	Routine	
Brunenkant Building	Trimming and Maintenance	Routine	
Community Pool	Maintenance	Routine	Chemical & safety maintenance
Downtown Areas	Mowing and Maintenance	Weekly	
Heritage Park & Main Street Park	Mowing and Maintenance	Weekly	

Dorothy Nolan Senior Center

Programs	Participant	Type	Comments
AARP Taxes	110	Activity	
Bible Study	19	Meeting	
Bingo	73	Activity	
Birthday Cards	17	Service	
Breakfast	78	Meals/ Activity	
CAHRA	9	Service	
Dinner Club-PF Chang's	12	Meals/ Activity	
Easter Party	46	Special Events	
Fitness Center	58	Health	
Games	76	Activity	Backspace 3, Yatzee, Skipbo, Dominoes, Cards, Scrabble, Cribbage, Phase 10, Shuffleboard, Wii games
Guardian Angel Installation	4	Service	
Hand Weights	5	Activity	
Home-Delivered Meals	270	Service	
iPad Training	1	Activity	
Knitting & Crocheting	24	Activity	
Lost Meals	34	Service	
Meals	550	Service	To 82 participants
Medicare Advocate	2	Service	
Movie & Popcorn	8	Activity	
Old Tucson	12	Trip	
Rides Program	154	Service	154 trips to the Center, 10 errands, and to 46 special events
Senior Donation Meals-	29	Meals	
Senior Hot Topics	24	Activity	
Shopping	12	Service	Coolidge and Dollar Store
Shutter Box Training	5	Activity	
Spring Training Game	11	Trip	
St. Patrick's Day Luncheon	51	Special Event	
Staff Cooked meals (Senior meals)	184	Service	
Telephone Reassurance Program	7	Service	
Volunteer Hours	497	Service	
Wii Bowling	3	Activity	

FLORENCE POLICE DEPARTMENT

Monthly Report - March 2013

“Community and Safety First”



425 N. Pinal St. □ P.O. Box 988
Florence, AZ 85132
Phone: 520-868-7681 □ Fax: 520-868-0158

The information contained in this report outlines significant information and activity within the Florence Police Department (FPD) during the month of March 2013. The monthly report is prepared for the Town Council's review and furthermore for the use by FPD to examine the current activity within the department and community to identify short-term and long-term needs, and develop plans for improvement to provide the highest level of service.

Department Development

- The Police building remodeling project is on-going with 85 man hours provided in March by staff from Behavioral Systems Southwest. Interior painting is complete, furniture is being moved, touch-ups remain.
 - FPD Communications Supervisor Dolores Indorf will serve as an Assessor for the Peoria Police Department to test, assess and interview applicants for their Communications Manager position. She was selected based on her knowledge and experience in Police Communications.
 - FPD formed a Spillman User Group that will meet twice a month to discuss issues and to develop plans and procedures for improvement within FPDs Spillman data.
 - Card readers installed and operative on Evidence building.
 - Fire Control System training conducted at FPD by Firetrol
 - 2013 draft policy sections for Evidence & Property and Crime Scene Investigations sections complete
 - FPD supervisors met with Kay Dixon, Animal Control Director, to discuss how to reduce charges for animal control services, when to call animal control, and training for officers.
 - Sergeant met with the manager of Saguaro Gardens in reference to the Crime Free program.
 - Sergeant work with IT on the Traffic Counter, an independent laptop and proper media program strictly for the radar trailer.
 - Sergeant work with IT to organize programs for commercial vehicle inspection.
 - Chief of Police attended:
 - Meeting with Pinal County Chief Deputy and Coolidge Chief of Police
 - Meeting with Santa Cruz County Sheriff
 - Meeting with CCA Wardens and Investigators
 - Palo Verde Fire debrief
 - Chamber Meeting as featured Speaker
 - Florence Gardens Coffee Meeting as Speaker
-

Personnel

<i>Employee</i>	<i>Position</i>	<i>Effective</i>
<i>Terminations: 0</i>		

New Hires: 0

Promotions: 0

Transfers: 0

Administrative: 2

W. Hunter	Detective on Administrative Leave	Pending
J. Varnrobinson	Detective on Administrative Leave	Pending

<i>Position</i>	<i># Vacancies</i>
<i>Vacancies: 5</i>	
Police Officers	2 (2 applicants pending hiring process)
Public Safety Dispatcher	2 Full-time, 1 Part-time

Personnel Development

Civilian Personnel

- Crime Analyst attend TOF Employee Orientation
- CSI completed 40 hrs training at the Mobile Crime Scene Academy's Advanced Crime Scene Investigators Course
- Volunteers completed 2 day Basic Driving and Backing course instructed by Officer Kakar
- Communication Supervisor completed week 2 of Arizona Leadership Program
- Dispatcher Francis completed initial Dispatcher Training

Sworn Personnel

- Sergeant Morris attended Active Shooter with PCSO
 - Sergeant Tatlock completed:
 - Day Qualification training with Officer Salazar
 - 2 day Background Investigation training in Nevada
 - Sergeant Pankey completed 3 day Internal Affairs training in Las Vegas
 - Officer Jenkins completed 2 day Taser Instructor training
 - Officer Kakar completed 3 day Field Training Officer course
 - Officer Gaston attended 5th Annual Child Abuse Conference
 - Officer Acevedo attended Tactical Silence training in Scottsdale
 - Officer Valenzuela in Phase 2 of Field training
 - March Open Range day for Officers
-
-

Volunteers

Forty-eight active community Volunteers provided 732.25 hours of service to the department. Services included, but were not limited to, Block Watch Program, Court Security, Funeral Escort, Victim Services and Guardian Angel.

The volunteers have started wearing a new uniform shirt light blue in color with shoulder patches indicating Florence Police Volunteer. The department is already receiving compliments on the new shirt.

The department gained 3 new volunteers this month and 3 are being processed to become new members.

Events

Operations staff planned and assisted with the following events:

- Ride to the Ruins
- Anthem Spring Festival
- Classic Car Show
- Town of Florence Easter Extravaganza

Support Services

Evidence and Property

Crime Scene Investigation Activity			
Evidence		Property	
Drugs	4	Safekeeping	2
DUI	1	Found Property	6
Harassment	1	Returned to owner	3
Prison Contraband	1		
Shoplifting	1		
Suspicious Death	1		
Crime Scene Activity		Lab	
Counterfeit Money	1	Items in 3 cases delivered	3
Out to Officer/Court	1	Items in 9 cases returned	18
Suspicious Death	1		
Firearms	1		
Crime Scene Activity		Other	
		Assist Volunteer Intern Program	
		Fingerprint Duty	
		2012 Audit ended	

Communications

- Began testing applicants for Public Safety Dispatcher.
 - Communication Supervisor and Lead Dispatcher attended a fire debriefing for the fatal fire
 - Communications Procedures Manual updated
-
-

Operations

Notable Cases

The Arizona Department of Corrections (ADOC) reported to Florence Communications that occupants of a suspicious vehicle had thrown a package of contraband over the prison walls of North Unit and into the perimeter yard. ADOC provided a description of the vehicle and stated a blonde female passenger in the front seat had exited the vehicle and threw a package over the wall. The female got back into the vehicle and sped away west down Butte Ave. A Pinal County Deputy located the possible vehicle on Highway 287 and Christensen Rd. Ofc. Ballard was advised to respond to the traffic stop made by the Deputy. The vehicle pulled over was occupied by three females. The driver had a valid warrant for her arrest and was operating the vehicle on a suspended license. The occupants of the vehicle admitted to being in the Florence area but denied ever being around the prison complex. During Ofc. Ballard's interview with the occupants, he observed one of them to be moving slowly due to a right leg injury. Ofc. Ballard contacted the ADOC Officer for a more detailed description of the female that he saw exit the vehicle. The ADOC Officer described this female as approximately 5 feet 10 inches with blonde shoulder length hair, wearing a brownish in color tight fitting shirt with blue jeans, and he observed a slight limp as she ran toward the fence. Ofc. Ballard observed one of the passengers to be wearing a brownish in color tight fitting shirt with blue jeans and walking with a limp. The passenger continued to deny any involvement with the contraband and stated it couldn't have been her because she can hardly walk. Ofc. Ballard looked through the vehicle and observed an empty cardboard roll that once contained electrical tape. The package thrown over the prison wall was wrapped in electrical tape. Ofc. Ballard utilized FPD's Narcotic Detection K-9 Marco to sniff the exterior of the vehicle and then the interior. Ofc. Ballard observed Marco to alert to a purse in the vehicle. Inside the purse was a black container with a crystalline substance commonly referred to as Methamphetamine. Based on the matching description given by the ADOC Officer and observing what the passenger was wearing, she was transported to the Florence Police Department and then returned to the Deputy for processing on False Information charges. Ofc. Ballard took custody of the package that was thrown over the prison fence. The package was large and nearly completely wrapped in black electrical tape. The package contained the following items inside:

- *0.9 grams with packaging of a white crystalline substance
- *3-containers of "KUSH" Synthetic Marijuana [SPICE]
- *1-containers of "Hypnotic" Synthetic Marijuana [SPICE]
- *1-Samsung Verizon Wireless Cell Phone S/N000004061ea83
- *1-Samsung Cell Phone Charger
- *2-Bic Lighters
- *1-Socket [Tool]

A follow up interview was conducted with the ADOC Officer who was able to positively identify the woman as the one that threw the package over the prison wall. She was selected from a photo line up and then from photos taken of her at the time of arrest.

The following charges were approved:

Promoting Prison Contraband-Methamphetamine
Promoting Prison Contraband-Cell Phone
Possession of Dangerous Drugs
Possession of Drug Paraphernalia

Operations

Beat 1:

- Speed enforcement on Orlando St. Radar trailer and extra patrol in place.
- Completed 135 Directed Patrols in all apartment complexes and neighborhoods.
- Completed 4 Business Checks.

Beat 2:

- Speed enforcement on Willow St. Radar trailer and extra patrol in place.
- Completed 82 Directed Patrols in apartment complexes and neighborhoods.
- Completed 3 Business Checks.

Beat 3:

- Speed enforcement on Merrill Ranch Pkwy. Radar trailer and extra patrol in place.
- Completed 132 Directed Patrols in apartment complexes and neighborhoods.
- Completed 1 Business Check.

Average Response Time to Calls for Service

6 Month Reporting Period: Oct 2012 to Mar 2013

	Oct	Nov	Dec	Jan	Feb	Mar
H - Hot Call	7:46	8:02	9:08	9:27	9:42	8:50
Priority 1	6:48	4:23	5:34	6:11	4:34	4:24
Priority 2	***	4:49	5:01	4:52	4:28	16:26
Priority 3	6:55	12:29	13:33	14:29	5:57	9:29
Priority 4	14:09	0:35	6:45	3:23	4:16	11:51

*** time unavailable due to software issues

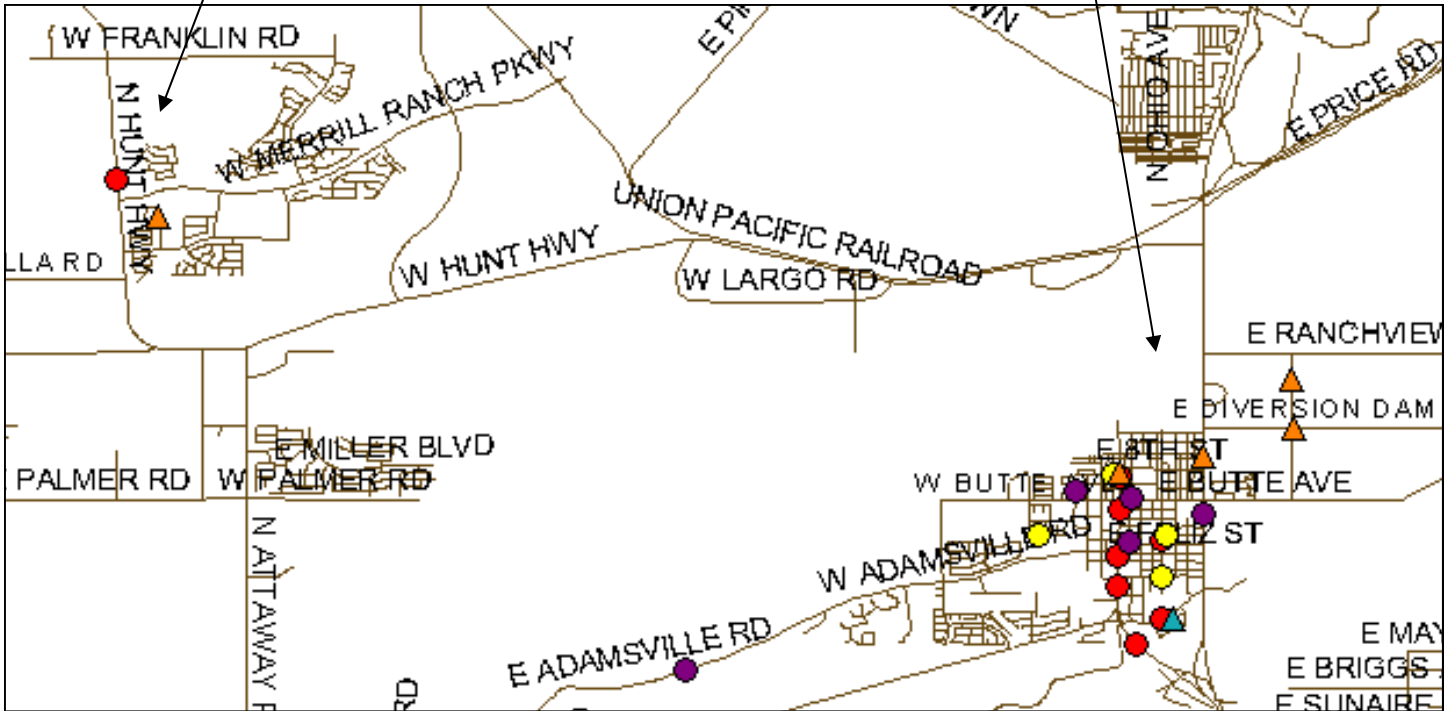
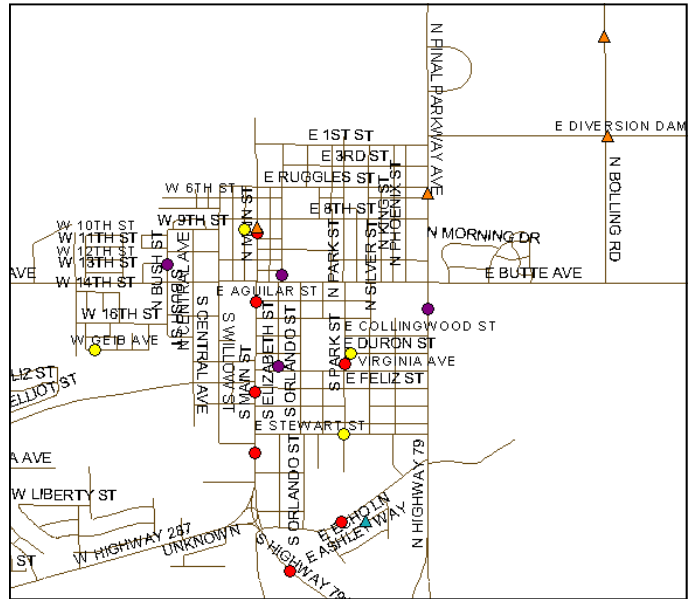
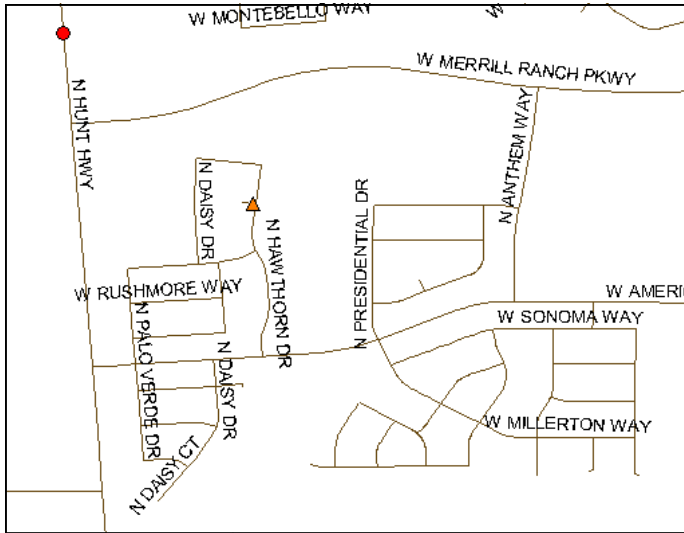
Definitions:

- H - Hot Call This priority represents the highest level of response by the Department where there is the chance of serious injury or loss of life, or major loss of property.
- Priority 1 This priority includes in-progress or just occurred, no presence of weapon used in a threatening manner (suspect present).
- Priority 2 This priority includes minor crime events which are not on-progress and have a 15-45 minute time delay in being reported (suspect not present).
- Priority 3 This priority includes calls on events where there is a significant time delay by the reportee (suspect not present).
- Priority 4 The priority represents report calls only taken by phone at officer's discretion or light duty office, if available.
-
-

LEGEND

	Assault
	Burglary
	Criminal Damage
	Homicide
	Theft

TOWN OF FLORENCE CRIME MAP MARCH 2013



Public Works Monthly Report March 2013

Administration

- Reviewed Joint Project Agreement for Diversion Dam/SR 79 Signalization and provided comments to ADOT.
- Completed Fleet Maintenance Budget as a new internal service fund.
- Revised Sanitation Budget for FY 13/14 due to outsourcing.
- Addressed concerns of SH79/79B hard closure with State Transportation Board.
- Held discussions with various municipalities and entities concerning disposal of trash containers and sanitation vehicles.
- Attended PWWAA meeting.
- Attended TTAC meeting to resurrect and allocate funding for SH 287/79B to FY 13/14.
- Completed RFP for resident self-haul transport of solid waste to landfill or transfer station.
- Started infrastructure analysis of possible areas of annexation; field work completed.
- Conducted contractor evaluation and resultant review of proposals related to RFP of the Main Street Curb Cuts Ramp Project.
- Completed majority of warranty/guarantee items left for the Police Dept. Evidence Storage Building as well as proposal preparation for parking lot in Police Department area.
- Received annual inspection of South Wastewater Treatment Plant, non-compliance issues continued to be addressed for discharge issue and monitoring well.
- Completed Fleet Maintenance Budget documents for FY13/14.
- Assembling data for Pinal County Joint Maintenance Road Agreement for maintenance of various gravel roads, reviewing eligible roads for participation.
- Continued negotiations of sludge hauling contract with Arizona City Sanitation and reviewing alternate solutions.
- Met with Administration staff and advised to have Public Works perform maintenance work at Y-intersection (SH79B & SH287). Solicitations of bids for equipment needs are in process, funding for next fiscal year.
- Traffic Study analysis continued on Victory Way, Spyglass Drive and Yorktown Way.
- Traffic study on Hunt Highway, north of Franklin Road, near completion; analyzing improvements.
- Traffic count and speed analysis completed on Felix Road between Hunt and Hiller alignment, preparing estimates for work to be performed and also work to be completed by Pulte.

- Completed 'No Engine Braking' analysis at various locations. Received input to Arizona Department of Transportation (ADOT) for two locations. Information to be resubmitted.
- Requested input from ADOT for strobes at Main/Butte Intersection; awaiting further Intergovernmental Agreement (IGA) from ADOT, follow-up continued with other ADOT personnel.
- Met with Pinal County in regards to Cooper Road and requested Pinal County to provide a Scope of Work for their project to include drainage, signage, roadway section, etc. Pinal County stated right-of-way acquisition needed. No further developments received from County. Provided County with traffic analysis of road; awaiting County.
- Continued central core area of Town with as-built information of infrastructure to GIS, as previously provided.
- Met with Pinal County and farmer on Canal Road maintenance; yet to be resolved with County/Town maintenance resolution.
- Resolved all comments to ANG Phase II Project. Awaiting AOC from engineer. Construction completed of underground utilities.
- Spill from Johnson Utility Co. Wastewater Treatment Plant infringed upon Hunt Highway and Town property adjacent to Hunt Highway. Evaluating letter from Pulte on issue to ensure cleanup completed.
- Final closure activities at Plant Road Wastewater Treatment Plant designed with grading, drainage and technical specifications. Final permit reviewed and resolved with Arizona Department of Environmental Quality included monitoring Well No. 2; pump pulled and video to start well construction. RFP being prepared for well.
- Continued Request for Proposal for Wastewater Treatment Plant expansion based on recent WIFA funding. Contracting strategy to include Design-Bid Build in two (2) phases. Request for Qualification nearly completed for Title 34.
- Received construction easement from landowner; well redesign complete. Request for Proposal in process as easement received for Merrill Ranch Water Reclamation Facility. Alternate well monitoring to be considered for hydraulic/baseline testing. Resubmittal of APP to be completed and in review, extension request submitted to ADEQ.
- Previously met with Southwest Gas and advised them that regulator at Felix/Hunt Highway intersection needed to be relocated, pending review of documents with Pulte; awaiting results. Follow up continued, no action yet by Southwest Gas. Pulte to contact.
- Met weekly with Baxter Design Group to discuss plan review, submittals, and district engineering topics an Anthem at Merrill Ranch.

Engineering

- Removed banner poles for National Bank of Arizona for relocation.
- Reviewed storm drainage information of Territorial Square consultant.
- Assisted NBA with criteria for catch basin and ADOT comments on ADOT Right-of-Way improvements.

- Issued right-of-way permit to ALA Charter School.
- Provided Sunrise Estates Phase II status report on infrastructure to developer.
- Started improvement information gathering for kitchen in Silver King facility.
- Completed Florence Copper driveway entrance assessment for left turn accesses.
- Consulted with ADOC in regards to water line to area north of Butte and west of CAP Canal.
- Forwarded to Planning, information regarding flooding due to private land work affecting area south of Ranchview alignment.
- Completed design of diverter at 6th and Church Streets.
- Completed survey information work on Gila Bend.
- Evaluating County fire hydrants for turnover to Town for maintenance.
- Reviewing Walker Butte Railroad Crossing submittal.
- Assisted ADOT consultant for signalization project at Diversion Dam and SH79.
- Willdan continued Diversion Dam Road design in accordance with their Service Contract Task Order.
- Reviewing alternate design of mailbox location and approach by Postal Service just north of Yavapai Court on Florence Blvd.
- Unpaved Road status
 - a. Cooper Road right-of-way issues are being reviewed by the County.
 - b. Felix Road traffic analysis completed indicating the feasibility to increase speed near the 85% level. Estimate of TOF accepting road from Pulte in progress in accordance with September findings that were documented.
 - c. Canal Road to be handled under IGA with County.
 - d. Franklin Road, east of Hunt Highway, completed with paving. Franklin Road, west of Hunt Highway, findings being evaluated for drainage improvements per findings with resultant estimates for design/construction.
- Continued to evaluate revised interim remediation and stabilization design at the Brunenkant Building.
- Provided continuing comments on North End Framework Study related to Floodplain revisions to result in CLOMR.
- Continued Water Distribution Modeling for fire flow analysis, received drawings. Field review continued for looped water system from Butte to 1st and Willow to Florence.
- Received authorization from SCID to extend pipe with drainage ditch at Attaway/Hunt Highway intersection for possible intersection improvements; design continued.
- Investigated storm drain issues in Walker Butte wash within Anthem; evaluating results.
- Completed design of sewer line extension on 8th Street; evaluating project.

- Numerous deficiencies noted in warranty period at Anthem infrastructure on Hunt Highway; remediation not completed to include rejuvenation.
- Completed engineering of wellhead and booster pump/distribution system at Well No. 3. APS contacted for services loads, (1200 amp). Revisions to pumping arrangement started for County interface. RFP being reviewed, front-end and I & C to be resolved.
- Met with GEO prison officials to discuss drainage issues from State Land to the south of GEO Prisons. Research proceeding, field investigation continued.
- SCID (San Carlos Irrigation District) reconstructing canal, and requested relocation/permit evaluation of three (3) water/sewer line crossings.
- Researching water rights for various Giles properties and converting to Town of Florence, survey started.
- Received water line extension drawings to legal offices at SH79. We are awaiting ADOT permit for construction from owner.
- Attended TTAC Meetings.

Streets

- APS needed to provide circuitry to three streetlights on Main Street in downtown area.
- Removed graffiti from con-arch on Merrill Ranch Parkway.
- Performed maintenance on unpaved roads: Cooper, Canal, Hiscox, Peacock and Plant Roads.
- Bladed shoulders of Hunt Highway at Attaway and Walker Butte.
- Assisted the Sanitation Division with chipping brush and limbs.
- Completed painting of striping on Adamsville and Hunt Highway.
- Performed traffic counts on Diversion Dam, Butte and Florence Heights.
- Sidewalk closed signs at Public Facility site on Hunt Highway continued.
- Crews worked on mowing, chopping weeds, and trimming trees in the Town's right-of-ways.
- Completed maintenance of painting of curbs and parking stalls.
- Replaced and ordered antique light replacements on Main Street. Interfaced with APS on circuitry issues.
- Street Division providing continuing assistance in Model Airplane Runway Paving scope of work.
- Reviewing and issuing right-of-way permits and follow-up inspections.
- The patch truck crew worked on street and sidewalk maintenance and water/sewer repair patches.
- Crews worked on cleanup, mowing, spraying weeds and trimming trees in the right-of-ways.
- Street personnel assisted the Sanitation Division several days this month by chipping brush and limbs with the wood chipper.
- Provided storm drain location markings for Bluestake requests.
- Worked on Main Street concrete repairs.

Fleet Maintenance

- Made repairs to engine for SA-007, ST-018, and ST-021.
- Replaced front glass on ST-009.
- Replaced tires on ST-009, ST-006, and SA-003.
- Replaced hydraulic cooling on ST-002.
- Replaced tail light on ST-005.
- Replaced cluster and parts on ST-018.
- Replaced gear shift tube on SA-007.
- Installed Utility Truck Bed in WW-005.

Facility Maintenance

- Awaiting results of HVAC (heating, ventilation and air conditioning) controls adjustment to Rooms 1202/1203 in Town Hall, before evaluation. IT to send out service contract, rooms not evaluated.
- Investigated structural crack at Fire Department Bay floor and recommended it be sealed. Researching engineered products for use; to be continued when resources become available.
- Public Works man hours were expanded on facilities maintenance rather than outsourcing for contract labor.
- Minor plumbing activities took place at various facilities throughout Town including replacement of accessories.
- Performed repairs of restroom areas throughout Town including accessory replacements. Major repairs at High Profile Parking Lot; all work continued.
- Replacement of four doors at Senior Center, pending approval of purchase order.
- Replacement of two doors at Jacques Square restroom, pending approval of purchase order.
- Performed minor repair at High School House including mold investigation and roof repairs.
- Performed material removal at Carriage House.
- Relocate car seats for Police Department to storage.
- Completed training for Deluge System Controls with FireTrol at Police Evidence Storage Building.
- Repaired double door at Police Evidence Storage Building, reimbursed by contractor.

Sanitation

- Corresponded with Contractor Administrator and RAD on commercial, non-commercial and other accounts. Also commented on Collection Variance Plan.
- Five hundred nine (509) tons of trash was delivered to the transfer station.
- Forty-two (42) cubic yards of brush and trees were mulched.
- Delivered thirty-eight (38) refuse containers.

Cemetery

- Two (2) funerals were held.
- Thirteen (13) inquiries on cemetery plots were discussed.
- One (1) plot was sold.
- Investigating monument placement at cemetery for rules/regulation, building safety and right-of-way issues.

North Wastewater Treatment Plant

- Arizona Department of Environmental inspection completed; non-compliance issues received and response provided. Design of alternate routing of effluent to Aeration completed; awaiting construction.
- Re-application made for Long Term Storage of recharge.
- Received quotes for remedial work on concrete structures.
- Reviewed three (3) lots on Iowa, Wisconsin and Indiana for service.

Water Supply/Wastewater Collection

- Researched fished kill at 720 Freedom Street, water being tested at residence.
- Continued to review Water Quality Master Plan Update (208) for Central Association of Governments (CAG).
- Investigated and found blockage of sewer lines at 11th and Pinal Streets due to construction contractor blockage. Relocation of 2" line on 1st Street due to continued line breaks started.
- Completed annual Water Supply/Withdrawal Reports.

South Wastewater Treatment Plant

- Continuing to collect historical information for sewer blockage occurring on 5/7/12.
- Completed Biosolids Report.
- Personnel attended Professional Development Training.
- Replaced Influent Spiral Screw Auger.
- Repaired and replaced SCADA Control System.

Public Works CIP Projects

March-13

Highway Users

Name	Status
Florence Heights Street Improvements	Received SCID Board Approval, IGA prepared. Met with ADOT on permitting again. ADOT review for signalization indicated not needed. Final Permitting Application to be submitted. Redesign in progress due to SR79/79B Project and adjacent development.
Diversion Dam Road Improvements	Reviewed documents for ADOT permit submittal. Received IGA for signalization. Redesign continued with Minor Arterial Road classification, considering Super Stop and ADOT Signalization Project.
Main Street Curb Extension (Butte to Ruggles)	Engineering completed. Streetscape meeting with RDA, determined color and patterned concrete requirements. Negotiation in progress with lowest evaluated bidder.
Hunt Highway	Overlay and milling from 2900 I.f. west of Attaway end of Hunt Highway Phase III proposal received, being evaluated. RFP being prepared for FY 12/13.
Florence Gardens	Initiate Engineering Scope of Work for Phase IV street improvements.
Roundabout	Awaiting Design Consultant approval with ADOT.

Water

Name	Status
Well Replacement (Well 3)	Final Design 100% completed. Reviewing bid documents. Agreement with County completed. Redesign with CCA booster pumps completed. RFP in process. Extension granted of NOI.
Water Storage Tank (Florence Gardens)	Survey completed. Design 90% completed. Cell tower site to be incorporated for access/security. Redesign in process continued.
INS Water Line Replacement	Design completed for portion revised, National Guard tie-in system completed.
Main Street Water Line Replacement	Hydraulic design continued, awaiting field data.
Water Lines (Adamsville)	Professional Service proposals received. Hydraulic analysis in process. RFP being prepared for water lines.
Merrill Ranch Well	Well redesign received for hydraulic analysis of WWTP, to start next FY. RFP continued, reviewing alternate monitoring well.
Adamsville Road	Initiated Project Scope for Utilities Construction.

Wastewater

Name	Status
Aerated Lagoon Closure	Aerated Lagoon Closure Plan being reviewed by ADEQ. Removal of underground completed, except for sludge. Pending Nitrate Exceedance Resolution. Final Draft Permit received issued for Clean Closure. RFP for monitoring well being drafted.
4.0 MSD Mechanical Plant	RFQ continued.
Office Lab Space	Design Completed; RFP being prepared.
Effluent Discharge System	Design Completed; RFP being prepared.
8th Street Sewer Line Extension	Design Completed; Evaluating future plans.

Miscellaneous

Name	Status
Effluent Discharge System	Engineering is complete, pending resolution with tree farm. On-site construction bids to be an RFP. Recirculation Lines to be engineered completed. RFP in conjunction with Operations Building Expansion.
FY12/13 Chip Seal Projects	Pavement assessment performed, being reviewed. Piggyback pricing received. Felix Road remediation being evaluated for costs. Units 4 & 6 at Anthem awaiting award.
Felix Road SLID	Preparation of dedication language taking place